



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified company

Sub-Contract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

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TENDER ENQUIRY NO: BHEL/PSNR/SCP/SS/E-2659

DATE: 19.05.2015

TENDER ENQUIRY

Sealed quotations are invited IN **TWO PART BID SYSTEM** for the supply for under noted stores on terms and conditions enclosed. The quotations should be submitted in a sealed cover super scribing the Enquiry No. and due date, addressed to the undersigned by designation, so as to reach him before opening of technical bids on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

SI No.	STORES DESCRIPTION	TENTATIVE QTY.	
		UNIT	QTY
A	Supply and configuration of Anti-Virus Software (Symantec/ Trend Micro/ McAfee/ Kasperskey/ Sophos) Subscription Licenses with validity for two years	Nos.	750
B	Annual Maintenance Contract for Antivirus for desktops and laptops at Noida and other locations (as per Annexure-5) and Anti-Spam and Anti-malware solution for email-clients	TWO YEARS	
C	Managed Email Secured Relay (For Anti-spam, Anti-malware and Anti-virus) with validity for two years	Nos.	750

1. DESTINATION FOR SUPPLY:

BHEL-PSNR Office, IT DEPTT. , HRDI & PSNR Complex, PLOT NO.25, SECTOR 16A, NOIDA-201301, U.P.

The contract shall commence w.e.f. the date of successful installation of license at both client and server end.

- Bidders to note that visits at different locations (as tentatively listed in Annexure-5), out station visits may be required. All expenses for these visits shall be borne by the supplier, however lodging, boarding to the service engineers shall be provided by BHEL at sites free of cost.
- BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- Bidders to submit the quoted rates on F.O.R cost to BHEL basis, as per Annexure-7, in clear terms in unit rate and total amount (Basic price, , CST ,Service Tax Etc) in case of blank space ,the particular component shall be treated as inclusive in the quoted

price. Total amount to be mentioned in Words and figures as well .In case of errors in price and calculations the lesser shall be considered as final.

5. Bidders to indicate the CENVAT / MODVAT amount towards Service Tax, which shall be passed on to BHEL for benefit.
6. Scope of Work as per ANNEXURE-4
7. Liquidated Damages On Down Time as per Clause No. 10 of ANNEXURE-6
8. The Tender Document comprise of following;
 - a. **ANNEXURE- 1 (QUALIFYING REQUIREMENTS)**
 - b. **ANNEXURE-2 (IMPORTANT NOTES)**
 - c. **ANNEXURE-3 (INSTRUCTIONS TO TENDERER)**
 - d. **ANNEXURE-4 (SPECIAL TERMS & CONDITIONS)**
 - e. **ANNEXURE-5 (TENTATIVE LIST OF LOCATIONS))**
 - f. **ANNEXURE-6 (TERMS & CONDITIONS GOVERNING PURCHASE OF STORES)**
 - g. **ANNEXURE – 7 (PRICE SCHEDULE)**
 - h. **ANNEXURE – 8 (CERTIFICATE FOR NO DEVIATION)**
 - i. **ANNEXURE – 9 (REVERSE AUCTION FORMAT)**
 - j. **ANNEXURE-10 (NON DISCLOSURE AGREEMENT)**
 - k. **ANNEXURE-11 (FORMAT FOR E-PAYMENT / NEFT DETAILS)**
 - l. **ANNEXURE-12 (CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD)**

4).ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

1. Amendments/Clarifications/Corrigenda/Errata, etc. issued in respect of the tender documents by BHEL.
2. Tender Enquiry
3. Price Schedule as per annexure-7
4. Special Terms and Conditions as per annexure-4
5. General Terms and Conditions as per annexure-6

ANNEXURE- 1

QUALIFYING REQUIREMENTS

1. THE BIDDER COMPANY SHOULD BE AUTHORIZED BY THE OEM (VIZ., SYMANTEC/ TREND MICRO/ MCAFEE/ KASPERSKEY/ SOPHOS) TO QUOTE SPECIFICALLY AGAINST THIS TENDER.
2. THE BIDDER SHOULD HAVE SUPPLIED ATLEAST 600 NOS. OF LICENSES AGAINST MAXIMUM OF TWO PO'S IN THE PAST THREE YEARS IN INDIA TO ANY REPUTED COMPANY INVOLVING/INCLUDING SUPPLY & IMPLEMENTATION OF END POINT PROTECTION/ ANTI SPAM EMAIL SOLUTION OR RELATED SOLUTIONS (LIKE ANTI-MALWARE, E MAIL SECURITY).
3. THE TURNOVER OF THE BIDDER COMPANY SHOULD BE MINIMUM RS. SEVEN LAKHS, AND DOCUMENTS TO SUPPORT THE CLAIM SHOULD BE SUBMITTED DULY SIGNED AND APPROVED.
4. THE BIDDER SHOULD SUBMIT SATISFACTORY PERFORMANCE CERTIFICATE FROM AT LEAST 2 CLIENTS WHERE SIMILAR END POINT PROTECTION / ANTI SPAM EMAIL SOLUTION HAVE BEEN PROVIDED.

ANNEXURE- 2**IMPORTANT NOTES**

1. **Evaluation Criterion:** Evaluation shall be done on total cost to BHEL basis i.e. sum total of quoted cost which includes basic price, Taxes & Duties etc. as per price break up Annexure 7 and also by considering the applicable CENVAT Credit on SERVICE TAX payable on submission of CENVATABLE document in line with CENVAT Credit Rules (Cenvat value shall be considered as per values quoted by supplier in price bid format at sl no.7.5). In case supplier fails to submit the requisite and appropriate Cenvatable invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.
2. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
3. Offers must be submitted to the undersigned latest by **03.06.2015** on or before 15.00 Hrs. Technical bids shall be opened at 15.30 Hrs. (IST) on **03.06.2015**

Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

4. **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
5. BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
6. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
7. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for ‘SUPPLY AND CONFIGURATION OF ANTIVIRUS SOFTWARE LICENSES (Symantec/ Trend Micro/ McAfee/ Kasperskey/ Sophos), MANAGED EMAIL SECURED RELAY & ITS AMC FOR 2 YEARS’, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **03.06.2015**.
8. Tender should not be addressed to any Individual's name but only by designation to Bharat Heavy Electricals Limited, Power sector northern region, plot no.25, Sector 16 A, Noida-201301.

9. TENDERS TO BE SUBMITTED IN TWO PARTS:**PART: I: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:**

- i) Documentary evidence of manufactured/ supply of said material.
- ii) Acceptance to commercial terms and conditions. (By submitting all pages of tender document duly signed and stamped as a proof of acceptance)

- iii) Normally no deviations are allowed (techno-Commercial). However, If there are any deviations, the same should be clearly specified. Deviation, if any, may lead to rejection of offer or may be accepted subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- iv) Bidders shall submit their offer **in INR only**, the same to be indicated in their offer (Part-I).
- v) Commercial : This part shall include / indicate the following:
- (a) Station of dispatch
 - (b) Taxes & duties applicable.
 - (c) Delivery Schedule

PART: II: PRICE BID AS PER FORMAT AT ANNEXURE-7 MUST BE DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- i) Offered price (as per rate Schedule format enclosed).
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

10. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

11. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No. _____ Due on: _____

Containing Part I and Part II of the offer.

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

12. Suppliers to sign and submit all pages of enquiry as a proof of acceptance.**13. REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

(FOR DETAILS PLEASE REFER TO ANNEXURE – 9)

14. Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.**15. LANGUAGE & CORRECTIONS**

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasures and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

16. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order

17. PRICE DISCREPANCY

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

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) In case of any other discrepancy, the decision of the purchaser will be final.

18. DISCOUNTS

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

19. All licences shall start from date of acceptance by PSNR- IT and remain valid for 02(two) years.

20. MICRO & SMALL SCALE ENTERPRISES (MSE):

20.1 Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer;

Type under MSE	SC/ST owned	Others
Micro		
Small		

NOTE: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 20.2** MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure- X) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro and 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. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
- 20.3** MSEs shall be exempted from payment of earnest money. However, there is no exemption of security deposit submission.
- 20.4** No benefit shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

ANNEXURE- 3**INSTRUCTIONS TO TENDERERS**

1. Technical Bids will be opened on the due date and time as mentioned above, in the presence of tenderers who would like to be present.
2. **Validity of Offer:** The prices quoted should be for F.O.R. destination delivery, inclusive of risk in transit and remain **valid for 90 days from the due date of tender opening.**
3. Break up details of taxes, duties and other applicable charges for F.O.R. destination delivery should be furnished specifically, failing which the purchaser will not be liable for payment of the same.
4. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened.
5. The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
6. The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.
7. Quotations received after the due date & time shall be liable to be summarily rejected.
8. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.

ANNEXURE- 4**SPECIAL TERMS & CONDITIONS****Preface:**

BHEL-PSNR-NOIDA has 750 computers. The computers are located at Noida HQ and at its various locations in Northern Region of India. The topology is LAN and WAN. The computers have been loaded with Antivirus and updates are being done through a centralized Antivirus Server located at Noida.

The list of the 23 locations is as per Annexure –5. The List is tentative and may change at the time of implementation.

A. Antivirus software**Rate for Subscription:**

1. Subscription charges should be quoted for per user license on per year basis and should be valid for two years.
2. Initial period of Antivirus subscription would be two years
3. BHEL at its own discretion can enhance the number of licenses during the contract at the same subscription charges.

Rate for AMC:

1. AMC charges should be quoted for two years.
2. Initial period of AMC would be two years.

Scope of work:**Supply & Installation:**

1. To supply 750 users licenses for Antivirus Scan for computers approx. 200 at Noida and other 550 Nos at different locations as per Annexure – 5.
2. A Centralized antivirus sever to be configured to get updates automatically from the internet. The deployment has to be managed on client and server machines as per product version in place from time to time.

3. To install antivirus (After removing the existing Anti-virus Software) on the desktops located at Noida and at various locations of BHEL (as per Annexure– 5) through remote connection or by way of visiting the site.
4. 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 updates 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.
5. Reconfiguration of the Antivirus Server if required and migration to another Server if required shall be in the scope of vendor at any time during the AMC.

AMC Support:

1. On-site trouble shooting and **support for unlimited incidents at HQ Noida** location with turnaround time of 4 hours and resolved within 24 hours for HQ Noida location.
2. ***The total number of visits to PSNR sites will not exceed Twenty Five (25) visits per year and the calls for sites are to be attended within 72 hours from the time of logging.***
3. BHEL shall provide lodging and boarding for the visit of service engineers at outside locations. All other expenses towards outstation journey shall be borne by vendor.
4. Monthly visit of antivirus engineer for health checkup of the antivirus server.
5. Telephonic / Onsite / Remote support if required is to be provided immediately.

Downtime:

The complaints / virus problem is required to be attended and **solution provided within 24 hours for Noida location and 72 hours for different sites after lodging the complaint.** Beyond 24 hours for Noida/ 72 hours for site locations the concerned systems shall be treated as down and the deduction shall be made on pro-rata basis.

B. Mail Secured Relay Service (For Anti-spam, Anti malware and Antivirus):

Preface:

BHEL PSNR has its own Mail Server on Linux and qmail is configured on it. There are 750 mail users at present. The mail users keep increasing and decreasing as per requirement.

Rate:

1. Rate quoted should be quoted for per year basis and should be for two years.
2. The contract would be for two years.

Requirement for Mail Secure Relay:

- A. The Service provider should be located in India.
- B. DNS and REVERSE DNS entry will be in scope of vendor.
- C. The system should be able to handle growing needs for expansion of mail accounts.
- D. Ensure no mail bounces for the reason of Blacklisting for outbound mails.
- E. The vendor should guarantee accuracy of more than 98 % in spam scanning.
- F. System should protect against New Virus Outbreaks
- G. Comprehensive protection from Known viruses
- H. Each Mail should be scanned thoroughly by Anti-spam & Anti-Virus engines.
- I. Virus mail should be detained / quarantined
- J. Spam mails from Blacklisted Source IPs should be rejected.
- K. Spam from Good Source IP's should be rightly identified and quarantined for releasing the mails if required.
- L. Administrator should have access to entire domains spam quarantined and should have the functionality to release quarantined mail without involving the vendor.
- M. In case of Mails Server outages, the mails should be spooled for minimum 36 Hours.
- N. The above period can be extended on request without additional charges for space.
- O. PSNR Mail Administrator should get a digest mail listing the spam that has been quarantined for the in the last 24 hours.
- P. User should have the facility to view his/her spam quarantine and release quarantined mail without administrator intervention if permission is granted to him/her.
- Q. Email Security system should accept mails only for list of users populated / uploaded on the server
- R. Administrator should have the control to add / delete / upload the user list.
- S. Facility to block / release domains and mail ids should be with the administrator.

- T. Administrator should be able to search / track of mails and find the status of every mail traversed through the setup up to 60 days
- U. The system should have the reporting system for spams and viruses in addition to general and standard reports.

10. **Payment Terms:** Tenderer shall adhere to the following payment terms :-

i) **For supply of Anti-Virus Software licenses, Anti- spam & Anti- malware:**

- a) 80 % of the License amount along with the 100% taxes shall be paid after the successful installation of Licenses at both client & server end.
- b) 10% of the License amount shall be made on completion of one year after the successful installation of Licenses.
- c) 10% of the License amount shall be made on completion of one year after the successful installation of Licenses.

ii) **For AMC:**

Payment shall be released within 20 days, on completion of every quarter, upon submitting the invoice and rendering the satisfactorily services.

11. **Delivery Schedule:**

- 1. Software / License to be supplied **within 10 days** from the date of purchase order.
- 2. Removal of old Antivirus, installing of new antivirus and configuration on 750 computers at HQ & Sites is to be done with 30 days from the date of Installation of Server at HQ at Noida.

NOTE: NON ACCEPTANCE OF OUR TERMS AND CONDITIONS MAY RESULTS IN TO REJECTION OF OFFER

ANNEXURE- 5

TENTATIVE LIST OF LOCATIONS

1. Noida
2. Anpara D in Uttar Pradesh
3. RSC Chandigarh
4. RSC Varansi in Uttar Pradesh
5. Bara in Uttar Pradesh
6. Barh in Bihar
7. Bawana in Delhi
8. Chhabra in Madhya Pradesh
9. GVK Goindwal in Punjab
10. Harduaganj in Uttar Pradesh
11. Lalitpur in Uttar Pradesh
12. Obra R&M in Uttar Pradesh
13. Ramgarh in Rajasthan
14. Koldam in Himachal Pradesh
15. Parbati in Himachal Pradesh
16. Rampur in Himachal Pradesh
17. Srinagar in Uttrakhand
18. RAPP Kota in Rajasthan
19. Unchahar in Uttar Pradesh
20. Gadarwara in Madhya Pradesh
21. UHL in Himachal Pradesh
22. Tapovan Vishnugarh in Uttrakhand
23. Jhajjar in Haryana.

ANNEXURE-6**TERMS & CONDITIONS GOVERNING PURCHASE OF STORES**

1. The above purchase order will be governed by the terms of the Instructions to the tenderers and General Conditions of contract of Bharat Heavy Electricals Ltd. The following conditions will apply to the extent they are not modified by any of the conditions specifically agreed to in the order.
2. **PACKING:** - The seller will be responsible for the stores being sufficiently or properly packed so as to ensure their being free from any loss and or damage or arrival at destination. The seller shall further ensure protective packing of the stores suitable for tropical conditions to avoid loss damage or atmosphere effect during transit. The packing standard shall comply with relevant National Standards where available, carrier's conditions of packing or established trade practice. If any damage deterioration or loss is sustained when the carrier or underwriter attributed to improper/defective packing the seller shall be liable to replace the stores at his cost or reimburse the value of the loss to the purchaser not with standing whether the insurance is arranged by him or not. The packing materials and cases shall be supplied free of cost unless otherwise agreed.
3. **INSPECTION:-** Final inspection for the stores will be carried out at the destinations/site/purchaser's works by the purchaser's authorised inspecting officer. Wherever preliminary or stage inspection is to be carried out at the seller's works the same is subject to final acceptance/after receipt of the stores at the destination site, purchaser's works as the case may be and the decision of the purchaser shall be final.
4. **REJECTION:** - The seller shall intimate the purchaser in writing, within 15 days after the receipt of rejection advice regarding disposal of the rejected stores. If no advice is received within aforesaid period the purchaser shall be at liberty to return the stores at the cost and risk of the seller after recovering the cost, if any paid by the purchaser including inward freight and other incidental charges. The purchaser will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the purchaser.
5. **DELIVERY:-** The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified there. The time for and date of delivery of the stores shall be of the essence of the purchase order. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination. All vendors are requested to quote realistic delivery period. Delivery extension without levy of LD shall only be granted after proper delay analysis.
6. **TEST CERTIFICATE:-** The seller shall carry out all routine tests and such order tests as prescribed by the purchaser in his works and/or any other places as stipulated in the purchase order.. Necessary test Certificate shall be provided to the purchaser at no extra cost. The seller shall also provide at no extra cost the required number of catalogues, drawings and other manuals related to stores.
7. **GUARANTEE:-** The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions. Unless specified otherwise in the purchase order, the period of guarantee shall be 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

- 8. TERMS OF PAYMENTS:-** Unless otherwise agreed payment will normally be made within 30 days of receipt of the stores in good condition at the destination. While claiming payment the seller shall furnish to the purchaser despatch documents like Railway Receipts, Invoice etc. in such number and manner as provided in the purchase order.
- 8.1 It is expressly understood and agreed that in the event of rejection of stores for which payment has been effected, the seller also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from bank due to delayed/Insufficient/incorrect information/documents through bank and pay all incidental charges thereof.
- 8.2 Any bank charges incurred by the seller in retiring the documents through bank shall be borne by the seller and the shall also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from the Bank due to delayed/insufficient/incorrect information/documents furnished by him.
- 8.3 Wherever the terms of delivery are F.O.R. forwarding station the seller shall ensure that carriers do not delay despatch of the stores once the carriers receipt is obtained.
- 9. INSURANCE :-** Wherever specifically agreed to and a request thereof is made the seller will insure at the cost the stores for all transit risk including 30 days storage risk from the date of delivery of stores at the final destination in all other cases.
- 10. FAILURE AND TERMINATION:-** If the seller fails to deliver the stores or instalment thereof within the period fixed for such delivery of any time repudiates the purchase order before the expiry of such period, the purchaser may without prejudice to the right of the purchaser to recover damages for breach of the purchase order also :-
- (i) Recover from the seller as agreed liquidated damages a sum equivalent to ½% per week and part thereof to maximum 10% of the total value of the stores which the seller has failed to deliver within the period fixed for delivery in the during which delivery of such stores may be arrears where delivery thereof is accepted after expiry of the aforesaid period. Or
- (ii) Purchase or authorise the purchase elsewhere without notice to the seller, on the account and at the risk of the seller of the stores not so deliver or other of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) without cancelling the purchase order in respect of the instalments not yet due for delivery, or
- (iii) Cancel the purchase order on a portion thereof and if so desired purchase or authorise the purchase of stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) at the risk and cost of the seller. If the seller had defaulted in the performance of the original order, the purchaser shall have the right to ignore his tender for risk purchase even through the lowest where action is taken under sub clause (ii) or Sub Clause (iii) above, the seller shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase.
- 11. INSOLVENCY AND BREACH OF CONTRACT:-** The purchaser may at any time by notice in writing summarily determine the contract without compensation to the seller in any of the following events, that is to say :-
- (i) If the seller being an individual or if a firm any partner thereof, shall at any time, be adjudged Insolvent or shall have a receiving order or order for administration. If this estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force conveyance or assignment of his effects or

- enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (ii) If the seller being company is wound up voluntarily or by the order of a court or a receiver liquidator of a manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court of debenture-holders to appoint a receiver liquidator or manager, or
- (iii) If the seller commits any breach of purchase order not herein specifically provided for : Provided always that such determination shall not prejudice and right of action or action or remedy which shall have occurred or shall occur to thereafter to the purchaser and provided also the seller shall be liable to the purchaser for any extra expenditure it is thereby put to and the seller shall under no circumstances be entitled to any gain on repurchase.
- 12 SUB CONTRACT:** - The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.
- 13. INDEMNITY:** - The seller at all times Indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs of trade mark negligence, defective material or injury to seller or his agent.
- 14. DISPUTES:** - In all cases of disputes the decision of General Manager (in charge) of purchase shall be final
- 15. JURISDICTION:** - Any court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of in connection with the purchase order.
- 16. GENERAL:** - Save as specifically accepted by the purchase terms and conditions of the seller contained in his quotation shall not given application to the purchase order.
- 17 FORCE MAJEURE**
- 17.1** Notwithstanding anything contained in **clause 14.0**, if at any time, during the continuance of the Order/ Contract the performance in whole or in part by either party, of any obligations under this Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.
- 17.2** In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

17.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

18.0 CONTRACT PERFORMANCE EVALUATION

Performance of the Seller/ contractor in the present Order/ Contract shall be evaluated by the Purchaser as per Performance Evaluation System detailed in Annexure – VII. The Seller/ contractor may be de-listed or put under hold or retained based on the performance in the present Order/ Contract.

19.0 SETTLEMENT OF DISPUTES

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

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

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

20.0 ARBITRATION

20.1 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 or in relation to interpretation of any provision by the Seller/ contractor in any manner touching upon the Order/ Contract, 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 reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

20.2 In case of order/ contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/ Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

20.3 The cost of the arbitration shall be borne equally by the parties.

21.0 LAWS GOVERNING THE CONTRACT

The Contract including all matters connecting with this contract shall be governed by the Indian Law both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of Indian courts at Delhi/ New Delhi.

22.0 JURISDICTION OF COURT

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

For and on behalf of Bharat Heavy Electricals Ltd

ANNEXURE- 7**PRICE SCHEDULE**

S.No	Description	Specification	Qty.	Unit Rate	Total Amount
7.1A	ANTIVIRUS LICENCES	Supply and configuration of Anti-Virus Software (Symantec/ Trend Micro/ McAfee/ Kasperskey/ Sophos) Subscription Licenses with validity for two years (INCLUSIVE OF SAFE DELIVERY)	750 NOS.		
7.1B	AMC	Annual Maintenance Contract for Antivirus for desktops and laptops at Noida and other locations (as per Annexure-5) and Anti-Spam and Anti-malware solution for email-clients	TWO YEARS		
7.1C	Managed Secure E-mail relay	Managed Email Secured Relay (For Anti-spam, Anti-malware and Anti-virus) with validity for two years	750 NOS.		
7.2	Total lump sum towards SERVICE TAX(Indicate rate of SERVICE TAX) Note : SERVICE TAX shall be paid at actuals against documentary evidence as per Sl. no. 1 of Annexure-2. Also mention the item number on which the service Tax is Applicable.				
7.3	SALES TAX WITHOUT C FORM / VAT @ _____% Bidders to indicate the applicability of ST on Item 6.1A /6.1B/6.1C				
7.4	TOTAL F.O.R COST (ORDER VALUE)				
7.5	CENVAT CREDIT TOWARDS SERVICE TAX				
7.6	NET COST TO BHEL CONSIDERING CENVAT BENEFIT				

NOTES:

1. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable.
2. Any other charges, if not specified above, may also be indicated.
3. Incomplete offer received may not be considered.

4. **Evaluation shall be done on the prices at Sl. No. 7.6 but CENVAT shall be considered as per Sl. No. 7.5 . However Order shall be placed on Total F.O.R Order value as in Sl. No. 7.4**
5. **In case of any error in calculations lower values shall be considered for ordering purposes.**
6. **In case supplier fails to submit the requisite and appropriate cenvatable invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote at sl no.7.5, the same shall not be payable.**
7. **Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.**

SIGNATURE AND STAMP OF THE BIDDER

ANNEXURE- 8

CERTIFICATE OF NO DEVIATION

(To be submitted in letter head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject : No Deviation Certificate

Ref : 1) NIT/Tender Enquiry No:

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Enquiry.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE- 9**REVERSE AUCTION (RA) FORMAT**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

TERMS & CONDITIONS OF REVERSE AUCTION

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

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

ANNEXURE- 10

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.Hence, I/We M/s.....who are submitting offer for providing services to BHEL PS __ against Enquiry No:_____,hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __, _____

ANNEXURE- 11

FORMAT FOR E-PAYMENT / NEFT DETAILS :- BHEL-PSNR-NOIDA

(To be given in letterhead)

Beneficiary Name :
Bank Name & Branch :
MICR Code (9 Digit) :
IFSC CODE (For NEFT) :
Beneficiary Account No. :
Beneficiary E-mail ID :
(for payment confirmation)

ANNEXURE- 12**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 Book of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is 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 the permissible limit of Rs. _____ Lacs for _____ Micro/Small (strike off which is applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant –