



Ph no. 0821-2401184/336; Email: Vinitha.sree@bnpmindia.com

LIMITED TENDER ENQUIRY No. BNPM/LTE/MCAFEE UPGRADATION/016/2019-20

Issue Date: 03.04.2019

Closing Date: 10.04.2019

Extension No.1 Closing Date: 21.04.2019

Extension No.2 Closing Date: 29.04.2019

Extension No.3 Closing Date: 06.05.2019

A. Scope of work:

Upgradation of McAfee Endpoint protection from VSE to ENS basically have 4 major area of work namely – Product’s feature upgrade and policy optimization as per industry best practices, Product migration, an exhaustive training and documentation. Below are the details of same:

1. Product Upgradation & Optimisation (as per Industry Best practices):

| S No. | Product | Current Version | Required Latest Version |
|-------|--------------------|-----------------|-------------------------|
| 1 | McAfee ePO | 5.9.1 | 5.10 |
| 2 | DLP (Device Level) | 11.0.400 | 11.2 |
| 3 | McAfee Agent | 5.5.0 | 5.6.0 |

2. Product Migration:

| S No. | Current Product | Required Product |
|-------|-----------------|---|
| 1 | McAfee VSE 8.8 | McAfee Endpoint Security 10.6 with Threat Prevention & all relevant products. |

3. Training (Onsite):

| S.no. | Training Category |
|-------|---|
| 1 | ePolicy Orchestrator Administration |
| 2 | Data Loss Prevention Endpoint Administration – As per the licence taken from McAfee i.e. device level. |
| 3 | Endpoint Security Administration– after Migration into ENS, this product shall be utilised in BNPM Environment. |

4. Documentation:

- Documentation For new Product ENS 10.6
- SOP Documents for Preventive Maintenance

B. Terms & Conditions:

1. Documents to be submitted:

- a) Signed copy of this document (All the pages).
- b) Filled price details as per the format provided below at point 16.
- c) Technical details /datasheet for the enquired product (if applicable).
- d) Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).
- e) Vendor should be certified partner by McAfee (OEM), supporting documents to be submitted.

2. **Price:** Price shall be inclusive of P&F, Insurance, Freight and GST. Price shall remain fixed & no price variation shall be accepted till pendency of contract.

3. Terms of Payment:

100% within 30 days upon upgradation and training at BNPM Plant, Mysuru and on production of all required documents by the supplier. NEFT/RTGS details shall be furnished along with the Original Invoice.

4. **Delivery Terms and Address:** Upgradation and training shall be completed at BNPM within 10 days of releasing WO.

5. **Taxes:** All Taxes shall be as applicable in GST regime.

Payment of CGST, SGST, IGST & UTGST: The suppliers are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice.

- i) An invoice issued by the vendor for goods or services or both as applicable should be in accordance with the provisions of Sec 31 of the CGST Act & should contain all the prescribed information's in accordance with Chapter VI of CGST rules 2017.
- ii) A debit note issued if any, by the vendor should be in accordance with the provisions of Sec 34 of the CGST Act.
- iii) The vendor should mandatorily upload the aforementioned documents in respective GSTR, details of outward supplies of goods or services as applicable within the prescribed time under GST Act.
- iv) The vendor should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of government after adjusting the ITC if any.

Notwithstanding the above, the supplier should provide indemnification as follows:

In the event of non-compliances with respect to GST Act & Rules by the successful bidder, the purchaser is allowed to adjust the GST amount from retention amount

(either in BG or in cash) held by the company. If no amount is available for recovery, the successful bidder will refund the GST liability within 10 days from the date of GST reversal in GSTRN.

The above requirements are mandatory to claim any GST liability, falling which, the GST liability will not be paid /reimbursed/accepted.

6. **Liquidated Damages (LD):** Liquidated damages shall be applicable at the rate of 0.5% per week or part thereof until actual delivery or performance, subject to a maximum deduction of 10% of the delayed good's /service's contract price.
7. **Delay in supplier's performance:** Time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the contract.

Any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all the following sanctions besides any administrative action such as (a) Imposition of liquidity damages; (b) Termination of contract for default.

8. **Extension of Time:** If the contract is delayed in the progress of work by changes ordered in the work, or any clause which BNPM shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.

If at any time during the currency of contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the supplier's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

9. **Risk Purchase Clause:** If the supplier fails to abide by the terms and conditions of the contract/agreement, or fails to supply the material as per the delivery schedule or any time repudiates the contract,

Procure the tendered item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.

10. Settlement of Disputes through Arbitration: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka.

11. Legal Jurisdiction: The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.

12. Force Majeure: In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the

Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

13. Rights of Rejection: BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.

14. Price Bid Format:

| Sl. No. | Material Description | UOM | Qty | Unit Price (INR) | P&F, Insurance & Freight Charges (INR) | GST@ Amount (INR) | Unit price including P&F, Insurance, Freight & GST (INR) | Total price inclusive of P&F, Insurance, Freight & GST (F.O.R, BNPM, Mysuru) (INR) | Input GST Credit (INR) {GST amount * Total quantity} | Effective price inclusive of P&F, Insurance, Freight (F.O.R, BNPM, Mysuru) (INR) |
|---------|--|------|-----|------------------|--|----------------------|--|--|--|--|
| A | B | C | D | E | F | G | H=E+F+G | I=H*D | J=G*D | K=I-J |
| 1. | Upgradation of MacAfee from VSE to ENS including training as mentioned in A. Scope of work | Nos. | 1 | | | | | | | |

We hereby confirm that

1. We accept all the terms & conditions mentioned in the enquiry.
2. Price quoted is inclusive of P&F, Insurance, Freight and GST on F.O.R Basis, BNPM Plant, Mysore.
3. Bid validity: 30 days from the date of enquiry closing date.
4. HSN Code:
5. Delivery period: (Days / Weeks)
6. Warranty Period: Months (Time Period to be specified in case warranty period is less than 12 months / NA to mentioned in the in case warranty is not applicable)
7. Bank Details: Acc. No.; Bank Name:; Branch name:; Branch Code:; IFSC:
8. MSME / NSIC status: (If yes, then supporting document to be submitted along with the offer)
(Please fill above: MSI – For Micro Enterprises; SSI – For Small Enterprises; MED.SI – For Medium Enterprises; NSIC – For National Small Industries Corporation regd. firm)

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.: