

# **Bharat Heavy Electricals Limited**



**Corporate Information Technology**

**Request for Proposal**

**FOR**

**Annual Maintenance Contract (AMC) of IT Items**

*Divya*



**BHARAT HEAVY ELECTRICALS LIMITED**  
भारत हैवी इलेक्ट्रिकल लिमिटेड  
**CORPORATE SYSTEMS & INFORMATION TECHNOLOGY**  
कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

**Ref. No. : AA:CIT:P31:AMC**

**Date: 03<sup>rd</sup> Sep, 2013**

Dear Sir / Madam,

**Sub: AMC of IT Items**

BHEL proposes to enter into Annual Maintenance Contract (AMC) of IT items. In view of this, sealed bids are invited for Annual Maintenance Contract of IT Items as per the terms and conditions of RFP enclosed.

Any clarifications / queries from the interested bidders shall be given in the specified format (**Annexure-V**) to BHEL on or before **10.09.2013**.

Any corrigendum / notifications issued by BHEL, subsequent to AMC, shall be available / hosted on [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in> . Hence all bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in> for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is submitted on or before the due date & time i.e., **24.09.2013 at 17:00 hrs.**

Bids shall be addressed to:

SDGM (CS&IT)  
Bharat Heavy Electricals Limited,  
CS&IT-Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex,  
Plot no. 25, Sector-16a, Noida (UP) – 201301.

Thanking you,  
Yours faithfully,  
For and on behalf of BHEL

SDGM (CS&IT)

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## 1. Introduction:

BHEL is the largest **engineering** and manufacturing enterprise in India in the energy-related/infrastructure sector, today. BHEL was established more than 40 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 14 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services -- efficiently and at competitive prices. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

## 2. Objective:

Currently, IT Items such as servers, PCs, switches, etc. are installed at Corporate Office in New Delhi & Noida. These items were procured on 5 year lease which is expiring soon. The objective of the RFP is to enter into an Annual Maintenance Contract (AMC) with a vendor who shall provide support (including spare parts) and maintain the equipment for a period of one year from the date of acceptance of PO. The detailed list of IT items is enclosed as **Annexure-I**.

## 3. Eligibility Criteria:

**3.1** The bidder should have successfully executed at least two Facility Management Services contract for a minimum period of at least two years covering PC maintenance, Server maintenance, Network maintenance and other features called for in the tender. Out of two locations at least one location should comprise of 100 nodes or above and more than ten servers. The name, address and phone number of contact person from these organizations should be provided, who can be contacted for getting the views on performances. Letter from these customers certifying satisfactory performance should be given for reference.

**3.2** Bidder should be in AMC business for at least five years.

**3.3** The bidder must have an average annual financial turnover of minimum Rs 12 lakhs during the last 3 years, ending 31<sup>st</sup> March 2013. Attested copies of Balance Sheets / PL statements of the last three years to be submitted as proof.

**3.4** The bidder must have executed at least one order of AMC of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 31.08.2013, value of which must be at least 32 lakhs. PO copies including value to be submitted as proof.

Or

must have executed at least two orders of AMC of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 31.08.2013, value of each must be at least 20 lakhs. PO copies including value to be submitted as proof.

Or

must have executed at least three orders of AMC of IT items such as PCs, Servers, Network Devices, etc. during last 7 years ending 31.08.2013, value of each must be at least 16 lakhs. PO copies including value to be submitted as proof.

**3.5** The bidder shall have a registered office in India. A documentary proof with complete address details and contact person details shall be submitted along with the offer.

3.6 The bidder shall have at least 1 service centre in NCR region. Address, contact person details of the service centre to be provided.

3.7 Bidder has to submit valid IT return for last 3 years, PAN, Works Contract Tax registration certificate, Service Tax registration certificate which are applicable for this contract.

#### 4. Key Activities and Dates:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	03-09-2013
2	Last date of receiving queries from bidders	10-09-2013
3	Last date of replying to queries	17-09-2013
4	Last date and time for submission of proposals	24-09-2013: 1700hrs
5	Technical Proposal opening	25-09-2013: 1100hrs
6	Commercial Proposal opening	Will be intimated later

#### 5. General Terms and Conditions

##### 5.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

##### 5.2 Integrity Pact: (Not Applicable)

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment.

##### 5.3 Non-Disclosure Agreement:

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-II**.

##### 5.4 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

## 5.5 Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

### Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD in the form of Pay Order/ Bank Draft of **Rs.1,00,000/-** (Rupees One Lakhs only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:

Technical offer/details including literature/leaflets with page no. marked on all pages. The bidder can offer only as per technical specifications of the equipment. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.

- i. No Deviation Certificate as per format enclosed as Annexure-III.
- ii. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as Annexure-IV.
- iii. Enclosures as defined in checklist of enclosures.
- iv. A copy of complete RFP where each page is signed & stamped by the bidder.

### Part-II : Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as Annexure-IV only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

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

## 5.6 Marking On Envelope

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

- Part-I :**
1. Tender Enquiry No. and Its Description
  2. Due Date of Opening
  3. "EMD & Techno-Commercial Bid".

- Part-II :**
1. Tender Enquiry No. and Its Description
  2. Due Date of Opening
  3. "Price Bid" as per enclosed Format.

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

## 5.7 Bid Submission

- 5.7.1** Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**SDGM (CS&IT)  
Bharat Heavy Electricals Limited,  
CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,  
Sector – 16A, Noida (UP) 201301**



Telephone no. : (0120) 2416476  
Email : [manish@bhel.in](mailto:manish@bhel.in)  
[shivali@bhel.in](mailto:shivali@bhel.in) - (0120) 2416496

- 5.7.2 Bids can also be delivered in person in the tender box placed at CS&IT, Noida.
- 5.7.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay.

## 5.8 Bid Opening

- 5.8.1 PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 5.8.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 5.8.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 5.8.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 5.8.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 5.8.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 5.8.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 5.8.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 5.8.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 5.8.10 Purchaser reserves the right to negotiate the tender, if required.

## 5.9 Validity of Offer

Offer shall be kept valid for FOUR months from the due date of tender opening (Part-I) for Purchaser acceptance.

## 5.10 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure-III**.

**Technical & Commercial - No deviation is acceptable.**

## 5.11 Language of the Bid & Corrections

- 5.11.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 5.11.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in BLUE/BLACK INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.



**5.11.3** All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.

**5.11.4** However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

## **5.12 Rejection of Bid and Other Conditions**

**5.12.1** Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

**5.12.2** No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

**5.12.3** Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.

**5.12.4** The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the bids.
- b) to increase or decrease the quantities.

**5.12.5 Late Bids:** Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.

**5.12.6** The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.

**5.12.7** If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.

**5.12.8** If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

**5.12.9** Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

## **5.13 Clarification on Bidding Documents:**

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the undersigned and to the authorized representative ([shivali@bhel.in](mailto:shivali@bhel.in)) by **10.09.2013**. The reply to the same will also be made available from the undersigned by **17.09.2013**. BHEL will not entertain or respond to bidders' queries received after **10.09.2013**.

## **5.14 Amendment of Bidding Documents:**

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com> or <http://eprocure.gov.in>) in Tender Notification section under the original tender enquiry number.



## 5.15 Evaluation and Comparison of Bids:

- 5.15.1** Totals / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 5.15.2** Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 5.15.3** Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- 5.15.4** Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at the lowest valid price bid (L1). This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the concerned Ministry.
- 5.15.5** After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer. BHEL will also claim depreciation as per provisions of the Income Tax Act.
- 5.15.6** The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The bidding evaluation is based on L1 criteria. Further the tender is NOT divisible. The evaluation of responsive bids shall be done in 3 stages:

### Stage-I: Evaluation Of Response To Eligibility Criteria:

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for stage II evaluation.

### Stage-II: Evaluation Of Technical & Commercial Bids:

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation.

Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents.

After the evaluation of commercial conditions, the technical bids submitted by the bidders will be evaluated. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

### Stage –III: Evaluation of the Price Bid:

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The order will be placed on L1 bidder.

- i. Total outflow for 1 year including duties, taxes, warranty & support for the entire contract period.
- ii. The bid having the least total cash outflow for 1 year will be considered L1 bidder. Evaluation of L1 ranking will be based on net of CENVAT/VAT basis, if any. The L1 Bidder shall be eligible for award of contract.

## 5.16 Security Deposit

- 5.16.1** Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

S. No.	Contract Value	Security Deposit Amount
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<b>1</b>	Up to Rs. 10 lakhs	10% of Contract Value
<b>2</b>	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value
<b>3</b>	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

**5.16.2** The security Deposit should be furnished before start of the work by the contractor

**5.16.3** Security Deposit may be furnished in any one of the following forms:

**5.16.3.1** Cash (as permissible under the Income Tax Act)

**5.16.3.2** Pay Order / Demand Draft in favour of BHEL.

**5.16.3.3** Local cheques of scheduled banks, subject to realization.

**5.16.3.4** Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

**5.16.3.5** Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

**5.16.3.6** Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

**5.16.3.7** Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

**5.16.3.8** EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

**NOTE:** Acceptance of Security Deposit against Sl. No. (5.16.3.4) and (5.16.3.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

**5.16.4** The Security Deposit shall not carry any interest.

**5.16.5** In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

**5.16.5.1** The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

**5.16.5.2** There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.

**5.16.5.3** In case of reduction, the reduced Contract value shall be certified by BHEL representative. The reduced Security Deposit value can only be considered after taking into account the

adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general.

**In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by BHEL representative. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL**

**5.16.6** Contract value for the purpose of operating the reduced / increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man day rates.

**5.16.7** The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

**5.16.8** BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

### **5.17 Return Of Security Deposit**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the „Final Bill“ after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

### **5.18 Bank Guarantees**

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

**5.18.1** Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

**5.18.2** The Bank Guarantees shall be as per prescribed formats.

**5.18.3** It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL executive. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

**5.18.4** In case extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the BHEL executive and submitted to the issuing official of the LOI/LOA.

**5.18.5** In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

**5.18.6** Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

**5.18.7** The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

### **5.19 Taxes:**

The bidder shall clearly specify the current applicable taxes and their current rates. Any taxes currently applicable but not specified in the bid/offers shall not be to BHEL's account.



## **5.20 Purchaser's Right to accept or Reject any or all Bids:**

The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## **5.21 Exclusions:**

The Bidder shall clearly indicate the items under "Exclusions" head, which are excluded from the scope of Bidder's work, if any.

## **5.22 Statutory Obligations:**

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

## **5.23 Liabilities from the Contract**

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

## **5.24 Limitation of Liability:**

The vendor's liability shall be limited to the value of this contract only.

## **5.25 Insurance: (Not Applicable)**

Insurance for the complete Systems/ Goods shall be arranged by the Vendor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the vendor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

## **5.26 Indemnity:**

Vendor shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser, Purchaser will inform in writing to the Vendor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

## **5.27 Arbitration:**

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.



## 5.28 Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts/events beyond his control, provided notice of the happening of any such act/event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

## 5.29 Patent & Trademark:

Vendor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

## 5.30 Merger & Acquisition:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

# 6. Special Terms and Conditions

## 6.1 Scope of Work:

The bidder shall maintain, repair and do necessary replacement of faulty parts of IT items (**Hardware & Software**) at all the locations listed in **Annexure-I**. The bidder shall provide replacement for the parts which are not repairable. The replaced parts will be NEW either of same or higher configuration. Maintenance or replacement of spares, if any shall be carried out at the premises of BHEL Maintenance shall include, but not limited to, all plastic and / or rubber parts, printer heads.

This service is aimed at addressing problems faced by end-users in their day-to-day use of IT.

## 6.2 Support:

### On-Site Engineers:

- 1) The vendor shall post 2 (two) qualified, trained and certified engineers with proven experience of at least 2 years on maintenance of IT items at our Corporate Office, New Delhi and 2 (two) at Advant IT Park, Noida.
- 2) The engineers shall be available at these locations normally from 8.00 AM to 8.00 PM in shifts (8:00am to 4:00pm and 12:00pm to 8:00pm). In addition, 1 (one) engineer shall be made available during holidays (as per BHEL) and weekends (2<sup>nd</sup> & last Saturdays & Sundays) from 9:00am to 5:00pm.
- 3) The engineers shall also provide software and diagnostic support for IT Items, other than AMC items, and any hardware required shall be provided by BHEL.
- 4) Call logging (managing Fault Tickets), call escalation, tracking and closure shall be the responsibility of the engineers.
- 5) The calls at locations other than Corporate Office & Advant IT Park, Noida i.e., within NCR will not be the scope of these engineers. The vendor shall arrange other engineers to attend these calls (within NCR) at their own cost. The vendor, however, can do remote trouble shooting from Corporate Office & Advant IT Park, Noida after implementing tools for the same.

The scope of responsibility of the engineers, apart from above Hardware maintenance, repair, and replacement of faulty parts shall include but is not limited to the following:

### 6.2.1 Desktop Support Services

The scope of work includes:



**6.2.1.1** Install / Support / Maintain / Troubleshoot various system hardware.

**6.2.1.2** Problem diagnosis and rectification on all PCs..

Maintenance services shall consist of corrective (breakdown) maintenance of the computer systems on-site and will include hardware (including all parts thereof), operating system and Virus Cleaning etc. Hardware maintenance will also include supply and replacement of defective parts by the contractor. In case any item is to be taken to vendor's premises for rectification then the to and fro movement of equipment shall be arranged by vendor at no extra cost. The anti-Virus Software will be provided by BHEL.

**6.2.1.3** Support to all Corporate Office users in NCR for any problems encountered in use of Windows operating environment, Email, Antivirus. Vendor's service engineer shall carry a copy of all requisite software and drivers.

**6.2.1.4** Installation, reconfiguration, reinstallation and upgrade of Windows operating environment as well as standard office productivity suites Microsoft Office™ or equivalent using software provided by BHEL.

**6.2.1.5** Service will also cover loading, rectifying problems, reloading etc of Operating systems and User software like MS Office, Anti-virus, Adobe acrobat, Intranet / Internet browsing etc, in use in BHEL or as required by user and provided by BHEL.

**6.2.1.6** Service for installing add-ons & upgrades to the equipment as and when ordered separately.

**6.2.1.7** In case of any machine getting shifted from one user to other, the data transfer, dismantling and assembling of machine will be done under service.

**6.2.1.8** To configure the printer and resolving all printing problems of users.

**6.2.1.9** To provide support for mail clients and establish email connectivity.

**6.2.1.10** To troubleshoot the network related issues of desktop/server.

**6.2.1.11** Sharing of desktops / creating workgroups between PCs of users as required.

## **6.2.2 Printer Support Services**

**6.2.2.1** Printer configuration and installation / upgrade of printer drivers, FAX server, Adobe Print Driver on user PC. For this purpose either Printer or PC can be under different Services Contract.

**6.2.2.2** Management of Printer software and hardware maintenance of printers.

## **6.2.3 Server Management**

**6.2.3.1** Ensuring proper connectivity of Servers with Network and user systems.

**6.2.3.2** Resolving configuration errors, server crashes and software corruption.

**6.2.3.3** Backup and restore process of server data in case of system format / transfer or any other activity requiring backup.

**6.2.3.4** Schedule the backup job as per backup policy given by BHEL.

**6.2.3.5** Installation, reconfiguration, reinstallation and upgrade of Server Operating Systems Linux / Windows 2008 etc. Software shall be provided by BHEL.

## **6.2.4 LAN & E-Mail System Management**





- 6.2.4.1** Ensuring that Network switches and Hubs etc are properly working (Replacement of switches/hubs is not under the scope of service) and servers are connected to network. However the Network switches which are under AMC are to be replaced or repaired as per SLA.
- 6.2.4.2** Installation and configuration of the e-mail client software Microsoft Outlook / Outlook Express / Netscape Messenger etc.
- 6.2.4.3** Configuration of connectivity between client desktop and POP3 servers as well as set up of local mail databases and their synchronization / replication with servers.
- 6.2.4.4** Problems like LAN not working, users LAN node not working will be attended by service engineer. Replacement of IO point of LAN is not covered under the scope of service.
- 6.2.4.5** Making of LAN cables for Networking, equipment for this shall be provided by BHEL. Service Engineer must have knowledge to make cable.
- 6.2.4.6** Any other related activity which may not be covered here, but is essential for operation of user services and does not have any financial or resource obligation on part of vendor.
- 6.2.4.7** Support after office hours and on holidays, whenever required and as per scope.

### **6.3 Service Level Agreement (SLA):**

The vendor shall ensure that the following SLA parameters are met:

- 6.3.1** An uptime of 98% on all IT items (hardware & software) per month. The support level required on various items is as per the table below:

S.No.	Item Name	Support (Hardware & Software) Level Required
1	SR01H, SR02H, SW01H, SW02H, SW03H, NS01H, UP01H, UP02H, UP03H	24 X 7
2	All other items	8 X 6

- 6.3.2** On-site support for all IT items (hardware & software).
- 6.3.3** If the services of the vendor are not found satisfactory then after giving sufficient notice (3 notices), BHEL reserves the right to terminate the contract and forfeiture of the Bank Guarantee / Security Deposit.
- 6.3.4 Response Time:**

Vendor will strive to ensure that all hardware, software or any other complaint would be attended to within 2 business hours of receiving the request. He should guarantee that this service level will be maintained at a level of 98% per month.

If standby is provided for the equipment, then the original equipment should be repaired and reconfigured within 15 days. If the equipment is not getting repaired for prolonged period, BHEL reserves the right to get it repaired from an outside party at the risk and cost of bidder.

### **6.4 Penalty for SLA Non-Conformance:**

The deduction for downtime will be calculated for the uptime below the minimum level for each equipment as mentioned below:



S.No.	Downtime per equipment basis	Deduction Factor / Value
1	0 to 2%	Zero
2	2 to 5%	1.00
3	Beyond 5% without standby	<p>AMC charges + Rs.500 per day ( for PCs &amp; Printers)</p> <p>AMC Charges + Rs.1000 per day (for Servers, Switches, Network Device, UPS)</p> <p><b>Note:</b> Total deduction shall be limited to maximum monthly AMC charges of all the items put together as per contract for that month.</p>
4	On site Engineers Absence	Rs.1000 per absence per engineer

**Note:**

**Working calculation for deduction**

Let downtime in a month = A hours

Downtime percentage

Servers, Switches, Network device, UPS =  $A \times 100 / (24 \times 30) = B$

PC's & Printers =  $A \times 100 / (8 \times 25) = B$

Deduction factor according to the table = D

Monthly equipment charges = AMC Charges per year / 12 = M Rupees

Amount of deduction =  $M \times B \times D / 100$  Rupees

## 6.5 Terms of Payment:

The start date of the contract will be the order acceptance date. AMC charges will be paid quarterly in arrears after adjusting any penalties / deductions due to SLA non-conformance.

Payments will be made within 45 days on submission of following documents:

- i) Invoice in duplicate.
- ii) SLA reports for the quarter (to be verified by the System Administrator).

## 6.6 Availability of Spares:

The following items shall be made available as spares as per the items list (**Annexure-I**) at Corporate Office, New Delhi:

- 1) 3 LED Monitors
- 2) 3 HDDs
- 3) 2 Power Supplies
- 4) 5 Keyboards
- 5) 5 Mouse'

The keyboards and mouse' supplied as spares shall be new.

### **6.7 Stand-by Equipment**

In case, the equipment failure cannot be rectified through repair / replacement of defective parts, bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure.

### **6.8 Sub-Contracting:**

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent of the Purchaser.

### **6.9 Special Clauses:**

- 6.9.1** The Bidder must give his compliance point by point.
- 6.9.2** BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 6.9.3** BHEL reserves the right to terminate the contract in between the contract period but only after the end of a calendar quarter.
- 6.9.4** BHEL reserves the right to extend the contract for further period after successful completion of the contract period. This extension will be done on mutually agreed terms between the vendor and BHEL.



**7. List of Annexures:**

- 7.1** Annexure-I: List of IT Items
- 7.2** Annexure-II: Proforma for Non-Disclosure Agreement.
- 7.3** Annexure-III: Format for No-Deviation Certificate.
- 7.4** Annexure-IV: Price Bid Format.
- 7.5** Annexure-V: Pre-bid Query / Clarification Format.



**Checklist of Enclosures**

S. No.	Annexure to be attached	Format attached as Annexure	Whether attached or not (Yes/NO) Page No. Ref.
1.	<b>Eligibility Criteria (Clause 5)</b>		
	Letter from 2 customers certifying satisfactory performance as per Clause 3.1		
	Documentary Proof as per Clause 3.2		
	Attested Copies of Balance Sheets / PL statements as per Clause 3.3		
	PO Copies & Documentary Proof as per Clause 3.4		
	Documentary Proof as per Clause 3.5		
	Documentary Proof as per Clause 3.6		
	Documentary Proof as per Clause 3.7		
2.	Format for Non-Disclosure Agreement	Annexure II	
3.	EMD of Rs.1,00,000/- (Rupees One Lakh only)		
4.	Format for No Deviation Certificate	Annexure III	
5.	Price Bid Format	Annexure IV	

**Signed By:****Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Organization:** \_\_\_\_\_**Date & Place:** \_\_\_\_\_**Phone/Fax/Mobile/Email:** \_\_\_\_\_**Stamp & Seal:** \_\_\_\_\_

## Annexure - I

### List of IT Items

Item Code	Item Name	Make & Model	Qty.	Brief Specifications
SR01H	Server - 2 way	HP Proliant DL380 G5	22	Processor : 2nos Dual core Intel Xeon 3.0GHz Chipset : Intel 5000P CPU Cache : 4MB L2 Cache Memory : min. 4 GB ECC DDR2 667 MHz SDRAM with min. 1 GB memory modules HDD : min. 5X73-GB sff hot plug SAS 10k rpm RAID-0,1,5X NIC : 10/100/1000 Ethernet Card - 3 Nos. ( 2 ports on board and 1 in PCI slot )
SR02H	Server - 4 way	HP Proliant DL 580 G4	9	Processor : 4nos Dual core 64-bit Intel xeon 3.4GHz Chipset : Intel 8501 CPU Cache : min. 16MB Integrated L3 Cache Memory:-8 GB 2/4 way interleaved ECC DDR2 400 MHz SDRAM or more with enough free slots to upgrade to 16 GB HDD : 4X73-GB sff hot plug SAS 10k rpm RAID-0,1,5 NIC : 10/100/1000 Ethernet Card/Ports - 3 Nos.
SW01H	L2 Switch	Cisco 2950 24 Port	24	Ports : 24 nos. of 10/100Mbps, 2 nos. of Gigabit uplink
SW02H	L2 Switch	Cisco 2960 24 Port	1	Ports : 24 nos. of 10/100Mbps Ethernet ports, 2 nos of SFP based 1000Base SX Uplink Ports Forwarding Bandwidth : min. 10Gbps Throughput : min. 5Mpps for 64 Bytes Packets
SW03H	L3 Switch	Cisco 3560 24 Port	3	Ports : 24 nos. of 10/100Mbps Ethernet ports, 4 nos of fixed based 10/100/1000 Base- T Uplink Ports Forwarding Bandwidth : min. 30Gbps Throughput : min. 35 Mpps for 64 Bytes Packets
SW04H	L3 Switch	Cisco 6509E	1	Ports : 48 nos. of 2 10/100/1000Mbps, RJ-45 line cards Power Supply : Dual Engines : 2 Supervisory Engines
NS01H	Firewall	ASA 5520	1	Device specifications : appliance based stateful Firewall with IPS functionality Ports : 4 nos. of 10/100/1000 Mbps ethernet ports, 1 nos. of fixed 10/100 BASE-T ethernet ports Minimum connections/second : 8000 connections per second Minimum simultaneous connections : 250000 Throughput : min. 400 Mbps firewall only throughput Concurrent threat mitigation throughput (Mbps) (firewall + IPS services) : Min 200 mbps Minimum site-to-site and remote access VPN user sessions : 700 min. VLAN :-50
PC01L	PC General with TFT with RAM upgraded to 3 GB	HP DC 7700 SFF	168	Processor : Intel Core2 Duo 2.13 GHz, 2 MB L2 Cache, 1066 MHz FSB Chipset : Intel Q965 Express RAM : 1 GB HDD : 80 GB SATA SMART II/III 7200 rpm with Pre Failure Alert

*Abhishek*

### Annexure - I

PC02L	PC General with TFT with <b>RAM upgraded to 3 GB</b> + <b>HDD upgraded to 250 GB</b>	HP DC 7700 SFF	30	Processor : Intel Core2 Duo 2.13 GHz, 2 MB L2 Cache, 1066 MHz FSB Chipset : Intel Q965 Express RAM : 1 GB HDD : 80 GB SATA SMART II/III 7200 rpm with Pre Failure Alert
LJ01L	Laserjet Printer-A4 Mono	HP LJ P3005 DN	5	Print Speed : 30 ppm (A4, normal) RAM : 64 MB or 80MB (OEM original) Duplex printing : Auto duplex ready Print Resolution : 1200x1200 dpi Connectivity : USB, Fast Ethernet 10/100 Duty Cycle : min. 100000 Pages per Month
LJ02L	Laserjet Printer-A4 Color	HP CLJ 4700 DN	8	Print Speed(Mono) : 30 ppm( A4, normal) Print Speed(Color) : 30 ppm( A4, normal) Memory : 256 MB (OEM Original) Duplex Printing : Auto duplex ready Print Resolution : 600x600 dpi Connectivity : Usb 2.0, Fast Ethernet 10/100 Duty Cycle : min. 100000 Pages per Month
LJ03L	Laserjet Printer-A4 Mono Low End	HP LJ P 2015 DN	16	Print Speed : 25 ppm( A4, normal) Or 26 ppm (A4) Duplex Printing : Auto duplex ready RAM : 32 MB (OEM original) Connectivity : USB 2.0 port, Fastethernet 10/100 Print Resolution : 1200x1200 dpi Duty Cycle : 15000 Pages per Month
DM01L	Dot Matrix Printer	WeP LQ DS15235	3	Print speed at 10 cpi : Minimum 400CPS(High-speed draft) Input Buffer : Minimum 32 KB Reliability : 10000 POH Connectivity, Std. : Connectable to serial & parallel ports of devices
UP01H	5KVA UPS	Emerson GXT6000MTLB	1	Rating : 5KVA Technology : True Online, Double Conversion with PWM Technology & IGBT based Inverter Nominal Input Voltage : 230V single phase Input Voltage Range : 160V AC to 275V AC Input Frequency : 50 Hz +/- 3 Hz Input Power Factor : > 0.90 Nominal Output Voltage : 230 Vac +/- 5% Output Frequency : 50 Hz +/- 1 Hz Output power factor : min. 0.7 Overall efficiency : > 85% Overload capability : 110% for 60 minutes, 150% for 5 minutes
UP02H	10 KVA Online UPS	APC SURT1000UXi	1	System Configuration : 10 KVA Technology : True Online, Double Conversion with PWM Technology & IGBT based Inverter Input Source : Mains/Local DG Set Compatibility Input Voltage : 415V AC 3 phase, 4 wires Input Voltage Tolerance : 20% / - 20% Input Frequency : 50 Hz Input Frequency Tolerance : 45 HZ TO 55 HZ Output Voltage : 230 Volts Single Phase Output Power Factor : min. 0.8 (KVA x PF will also be considered for evaluation) Over Load Rating : 110% for 60 minutes, 125% for

*Abir*

# Annexure - I

				10 minutes, 150% for 60 seconds Inverter Efficiency : > 89% Overall efficiency : > 85%
UP03H	2X40KVA Online UPS	SUVT 2x40KVA	2 sets	System Configuration : 2 x 40 KVA UPS in parallel redundancy equal Load Sharing Mode. One UPS should be capable of taking 100% load instantaneously in case the other UPS fails. Technology : True On-line, double conversion type Input Source : Mains/Local DG Set Compatibility Input Voltage : 415 VAC 3 phase, 4 wires Input Frequency : 50 Hz Output Voltage : 415 VAC 3 phase, 4 wires Output Power Factor : min. 0.8 (KVA x PF will be also be considered for evaluation) Inverter Efficiency : > 89% Overall efficiency : > 85%

*Abir*

**MUTUAL NON-DISCLOSURE AGREEMENT**

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This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and

\_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called “The Bidder”, whose principal mailing address is \_\_\_\_\_.

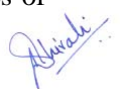
WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for ERP implementation, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of





## **Annexure - II**

Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
  - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
  - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
  - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
  - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
  - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.



**Annexure - II**

IN WITNESS WHEREOF:

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

\_\_\_\_\_

**BHARAT HEAVY ELECTRICALS LTD.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness**

1.

2.

**Witness**

1.

2.

*Divish*

### Annexure - III

#### No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CIT:P31:AMC, dated 03<sup>rd</sup> Sep 2013.** This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/Fax/Mobile/Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_



# Annexure - IV

## Price Bid Format

S. No.	Item Code	Item Name	Qty.	AMC Charges Per Year for Unit Qty. (Excluding Taxes)	Taxes		AMC Charges Per Year for Total Qty. ( Including Taxes )
					Percentage	Value (INR)	
		A	B	C	D	E	F=(C+E)*B
1	SR01H	Server - 2 way	22				
2	SR02H	Server - 4 way	9				
3	SW01H	L2 Switch	25				
4	SW02H	L3 Switch	3				
5	SW03H	L3 Switch	1				
6	NS01H	Firewall	1				
7	PC01L	PC General with TFT with <b>RAM upgraded to 3 GB</b>	168				
8	PC02L	PC General with TFT with <b>RAM upgraded to 3 GB</b> + <b>HDD upgraded to 250 GB</b>	30				
9	LJ01L	Laserjet Printer-A4 Mono	5				
10	LJ02L	Laserjet Printer-A4 Color	8				
11	LJ03L	Laserjet Printer-A4 Mono Low End	16				
12	DM01L	Dot Matrix Printer	3				
13	UP01H	5KVA UPS	1				
14	UP02H	10 KVA Online UPS	1				
15	UP03H	2X40KVA Online UPS	2 sets				
16	FMS01	Facility Management Services	As per scope				
						<b>Total =</b>	

*Abhishek*

**Pre- bid Query / Clarification Format**

S.No.	Reference of the Clause No. of the RFP	Query / Clarification

**Signed By:**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date & Place:** \_\_\_\_\_

**Phone/Fax/Mobile/Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_

*Divya*