



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

Clarifications – AMC-RFP

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

Date: 17th Sep 2013

Dear Sir / Madam,

Sub: Annual Maintenance Contract (AMC) of IT Items

BHEL proposes to enter into Annual Maintenance Contract (AMC) of IT items. In view of this, sealed bids were invited for AMC of IT items as per the terms and conditions of RFP ref. no. AA:CIT:P31:AMC dated 03rd Sep 2013 published on www.bhel.com and <http://eprocure.gov.in>

In this regard, certain clarifications with respect to RFP are issued as **Annexure-Clarifications** (enclosed). Bidders are requested to submit their proposals in line with these clarifications. All other terms and conditions, specifications etc. will be as per original RFP.

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, 2nd 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)

Tender Ref. No. AA:CIT:P31:AMC, Dated: 3rd Sep 2013

Clarifications

(Tender Enquiry ref. no. AA:CIT:P31:AMC, dated 3rd Sep 2013)

S. No.	Page No. of the RFP	Section No. / Clause No.	Section Name / Item Name	Clarifications
1	7	Clause 5.5 (1)	EMD	It is to clarify that EMD shall only be submitted in the form of Pay Order / Bank Draft as per clause 5.5 (1)
2	14	Clause 6.1	Scope of Work	<p>It is to clarify that all the parts (replacement and up gradation) provided by the vendor should be new and in working condition.</p> <p>It is to clarify that all the necessary software will be provided by BHEL.</p> <p>ASA Support: It is to clarify that the Support is required at the hardware level only. However, necessary settings and management of the software, provided by BHEL, shall be the scope of the vendor.</p> <p>UPS Support: It is to clarify that the Support is required at the hardware level only. The UPS batteries are not to be provided by the vendor. However the installation of batteries, provided by BHEL, shall be the scope of the vendor.</p>
3	14	Clause 6.2 (4) (5)	Call Logging & Remote Trouble shooting	It is to clarify that the call logging is to be done through BHEL Helpdesk, Online System, telephonically by the support engineer. No tool is required by the vendor for call logging. The remote trouble shooting is to be done through Remote Desktop facility available in Windows.
4	14	Clause 6.2 (1)	On-Site Engineers	It is to clarify that the onsite engineer should have an experience of at least 2 years on maintenance of IT items. However, if required, expertise support shall also be provided by the vendor.
5	15	Clause 6.2.2	Printer Support Services	It is to clarify that except printer cartridges, the supply and repair of all other components/parts such as printer heads, plastic/rubber parts, etc. shall be the scope of the vendor.



Annexure-Clarifications

6	16 - 17	Clause 6.3	Service Level Agreement	It is to clarify that the SLA parameters are same for all the locations. In 24X7 support, the call should be attended 24X7 i.e., beyond office hours.
7	24 - 26	Annexure – II	Non-Disclosure Agreement	It is to clarify that the format for Non-Disclosure Agreement should be as per Annexure – II (a) and it needs to be signed only after the award of contract.

8. The list of locations for AMC:

S. No.	Location Name	Address
1	Corp Office, New Delhi	BHEL House, Siri Fort, New Delhi - 110049.
2	Vasant Kunj , New Delhi	Vasant Square Mall, Plot-A, Community Centre, Sector B, Pocket-V, Vasant Kunj, New Delhi - 110070
3	Corp Communication, New Delhi	Jeevan Tara, 5, Sansad Marg, New Delhi-110001
4	CS&IT, Noida	HRD & ESI Complex, Plot No. 25, Sector – 16a, Noida – 201301.
5	Estate Office, Noida	Estate Office, BHEL Township, Sector – 17, Noida – 201301.
6	Kribhco Bhawan, Noida	KRIBHCO Bhawan, 2 nd Floor, Sector – 1, A 8-10, Noida – 201301.
7	Advant IT park, Noida	Advant IT Park, Plot No. 7, Sector-142, Expressway, Noida - 201305.



Annexure – II (a)

MUTUAL NON-DISCLOSURE AGREEMENT

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 AMC of IT Items, 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



Annexure – II (a)

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 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.



Annexure – II (a)

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 one (1) year 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.

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

Witness

1.

1.

2.

2.

