

Bharat Heavy Electricals Limited



Corporate Information Technology

AMC of IT Network Devices for Noida & Hyderabad locations

BHARAT HEAVY ELECTRICALS LTD
(Govt. Of India Undertaking)
Corporate Information Technology
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P. – 201301
Telephone no.: (0120) 2510505, Email: ashwini@bhel.in

बीएचईल एच.आर.डी.आई नोएडा 201301 फोन नं 0120-2510505

TENDER NOTICE

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

Date: 2nd March 2012

M/s -----

Dear Sirs,

Subject: AMC of IT Network Devices for Noida & Hyderabad locations

Sealed quotations are invited for providing “**AMC of IT Network Devices for Noida & Hyderabad locations**” as per detailed scope under “TECHNICAL & FUNCTIONAL REQUIREMENT” and terms and conditions as enclosed. Firm offers should be submitted in TWO parts as detailed in relevant sections. Both the parts should be individually sealed and superscribed indicating Part No. as required and enclosed in the main cover duly sealed and superscribed.

Before preparing the bids, please see the details in various Sections and enclosed Annexures.

Please note that the sealed tenders will be received by us up to **12:00 hours on 23.03.2012** Techno Commercial Bids (Part-I) will be opened at **15:00 hours on 23.03.2012** in the presence of such tenderers and /or their authorized representatives who choose to be present. The representative should be the same person who has signed the documents or his authorized representative with an authorization letter. There shall not be any overwritten figures in document. All cuttings should be duly signed by the authorized person submitting the offer and should be rewritten in figures and words both. Bidders are required to come prepared for technical clarifications on the opening day. The Price bids (Part-II) may be opened on the same day after discussions/clarifications, if any. **BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.**

Tender should be sent to the office of:

AGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex,
Plot No. 25, Sector – 16A, NOIDA (UP) 201301

With regards

For **Bharat Heavy Electricals Ltd.**

(Ashwini Kumar)

AGM (IT-Purchase)

Tel No.: (0120) 2510505

Email : ashwini@bhel.in

1. BRIEF SCOPE OF WORK:

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria listed below. The tender is invited for providing “**AMC of IT Network Devices for Noida & Hyderabad locations**”. The tender has to be submitted in **TWO PARTS namely TECHNO-COMMERCIAL & PRICE.**

2. ELIGIBILITY CRITERIA:

- a. The bidder should be a company under companies act India.
- b. The bidder should be an OEM/ at least silver partner of OEM (Cisco) for the hardware for which AMC is required.
- c. The bidder should have the offices at Delhi-NCR & Hyderabad locations.
- d. Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year should be at least Rs.2.58 lakhs from the IT services segment/system integration of the company.
- e. The bidder should be a profit making entity for the last three financial years.
- f. The bidder should have experience in supply, installation and commissioning of networking & security components such as routers, switches, servers of at least 5 branches/locations of at least 2 customers during last 7 years (ending last day of month previous to the one in which applications are invited) in India. Bidder should fulfil either of the following: -
 - i. Three similar completed works* each costing not less than Rs.3.44 lakhs

OR

 - ii. Two similar completed works* each costing not less than Rs.4.30 lakhs

OR

 - iii. One similar completed work* costing not less than Rs.6.88 lakhs.

[Note: * Details (Purchase Orders, Completion certificates, Certificate of satisfactory performance) of the similar works completed to be provided].
- g. The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted in any Units / Regions / Offices of BHEL. Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.
- h. The bidder shall have at least one of the following certificates: like ISO, ISMS.

3. GENERAL INSTRUCTIONS FOR THE BIDDERS:

- a. Tender documents (non-transferable) will be available from **Friday 2nd of March 2012 between 11 AM to 3 PM** from AGM (IT Purchase), Corporate IT, 2nd Floor, HRD & ESI Complex, Plot No. 25, Sector 16A, Noida, U.P. 201301. It will also be available on corporate website (www.bhel.com).
- b. Last date of submission is **12:00 Hrs on Friday, 23rd of March 2012** and technical bids shall be opened at **15:00 Hrs. on Friday, 23rd of March 2012**.
- c. Earnest Money Deposit (EMD) for the tender is Rs.20,000/- (Rupees Twenty Thousands only).
- d. EMD is to be submitted through Demand draft.

4. INSTRUCTIONS & GUIDELINES TO BIDDERS:

a. INTRODUCTION

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 through its office at New Delhi (hereinafter referred to as “BHEL”, which expression shall include its successors and assigns), invites offers for AMC of IT Equipment in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents

b. Objective

To take the AMC of the equipment which are required for continuance of MPLS operations at Noida and Hyderabad locations. All mission critical business applications like ERP, Project Monitoring, transfer of Engineering drawings, Messaging and Video Conferencing will require the use of the existing equipment. Hence, AMC of these equipment is must for the smooth operation of these services

c. TENDERER TO INFORM HIMSELF FULLY

- i. The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., he shall at once contact the official inviting the tenders, for clarifications, as per Clause 4.k.iii before submission of the tender.
- ii. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

d. 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.20,000/- (Rupees Twenty Thousands 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:
 - a. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the requirements. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed Bidders will be opened.
 - b. No Deviation Certificate as per enclosed format (**Annexure-I**).
 - c. Checklist of PRICE BID (Un-priced Copy) as per enclosed format (**Annexure-II**).
 - d. Enclosures as required in respect of Eligibility Criteria.

PART-II: PRICE BID

Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes clearly. The changes in the Tax rates will be applicable as per actual, subject to documentary evidence.

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).

e. 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 ITEM DESCRIPTION
 2. DUE DATE OF OPENING
 3. "EMD & TECHNO-COMMERCIAL BID".

- PART II :**
1. TENDER ENQUIRY NO AND ITEM 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.

f. BID SUBMISSION

- i. Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address

AGM (IT-Purchase)

**Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301
Telephone no.: (0120) 2510505
Email: ashwini@bhel.in**

- ii. Bids can also be delivered in person and put in the Tender Box at the office of the official inviting Bids.
- iii. Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 12:00 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

g. BID OPENING

- i. 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.
- ii. 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.
- iii. Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- iv. Not more than two representatives from each bidder will be permitted to be present for the tender opening.
- v. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- vi. 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.
- vii. 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.
- viii. 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.
- ix. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- x. Purchaser reserves the right to negotiate the tender, if required.

h. VALIDITY OF OFFER

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

i. DEVIATIONS

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a “No Deviation Certificate” in Part-I of the offer as per sample enclosed.

Technical & Commercial - No deviation is acceptable

j. LANGUAGE & CORRECTIONS

- i. 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.
- ii. 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.
- iii. 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.
- iv. However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

k. REJECTION OF BID AND OTHER CONDITIONS

- i. 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.
- ii. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- iii. Enclosures consisting of all specified documents shall be bound and cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate volume

Any clarification pertaining to this tender can be obtained in person only from:

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

on all working days of BHEL from **06.03.2012 to 19.03.2012 between 14:00 hrs to 16:00 hrs**. Bidders are requested to seek appointment on **telephone no. 0120-**

2510505 prior to visiting BHEL for seeking such clarifications. After the above period, no queries in respect of this tender enquiry will be entertained by BHEL

- iv. 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.
- v. 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:
 - 1. to reject any or all the bids.
 - 2. to increase or decrease the quantities.
- vi. Late bids shall be summarily rejected.
- vii. 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 Price Bid.
- viii. 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.
- ix. If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected.
- x. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

1. TENDER EVALUATION

- i. Only those Bidders who meet all the requirements as per the eligibility criteria shall be considered for techno-commercial evaluation.
- ii. Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The total cost of the bid will be calculated as under:
 - 1. The bid having the least total cash outflow for entire AMC period (One year) will be considered as L1 bidder. It includes any hardware, software, maintenance support etc, if required
 - 2. The L1 Bidder shall be eligible for award of contract.
- iii. After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.
- iv. 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.

- v. 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. COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS

a. GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

b. RATES

Rates to be quoted includes everything except taxes. Rates shall remain FIRM without any variation till completion of the contract period. However, taxes like VAT and Service Tax will be payable as per actual at the time of the billing.

Rates are to be quoted as per Price Bid Format providing details of prevailing rates of taxes. After opening of Price Bid, no request for any corrections in the quoted rates/tariffs etc. will be entertained.

c. PAYMENT TERMS

- i. Payment shall be released on a quarterly basis at the end of each quarter after submitting the satisfactory service certificate duly signed by BHEL representative.
- ii. Payment will be released within 30 days of submission of verified invoices.
- iii. Payment will be made in Indian Rupees Only.

d. SERVICE LEVEL AGREEMENT (SLA)

i. Availability:

Bidder shall be responsible for running the Equipment at the uptime of 98% per month. Bidder shall give support on a 24x7 basis to ensure that the equipment is giving the services properly. If the complaint is lodged before 11am, then the equipment should be made up in the same business day. If the complaint is lodged after 11 am, then the equipment should be made up latest by the next business day.

ii. Computation of Availability:

Let downtime in a month = A hours

Downtime percentage
Firewall, Switches, Servers = $A \times 100 / (24 \times 30) = B$

Deduction factor according to the table	= D
Monthly equipment AMC charges	= Equipment Quarterly AMC / 3
	= M Rupees
Amount of deduction	= M x B x D/100 Rupees

iii. **Penalties:**

The deduction for downtime for equipment is mentioned below:

Downtime	Deduction factor
0 to 2%	Zero
2 to 5%	1.00
>5 to 10%	1.25
Above 10%	1.50

iv. **Maintenance:**

Maintenance service shall cover services, repairs and replacements necessary to keep the equipments in good working condition on reasonable use of the equipments during the AMC period. Periodic maintenance, wherever required, should be carried out to keep the equipments in good working conditions

e. **Commitment period**

- i. The contract is proposed for 1 year. BHEL reserves the right to terminate the contract giving one month of notice. However, the contract will be valid for that quarter in which the contract termination notice is given.
- ii. If the bidder stops giving services without giving prior notice, BHEL reserves the right to terminate the contract by giving the bidder one month notice for rectification. After completion of the notice period BHEL reserves the right to encash the Bank Guarantee.

f. **INDEMNITY**

Bidder 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 Bidder for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Bidder 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 Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

g. **NON DISCLOSURE AGREEMENT**

The successful bidder shall sign a Non Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System (**Annexure-III**).

h. CONFIDENTIALITY

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

i. FORCE MAJEURE

Bidder 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 Bidder 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.

j. RISK PURCHASE

If the Bidder fails to deliver the services as per the AMC contract or fails to rectify a problem recurring for more than 2 months, BHEL reserves the right to rectify the problem/ equipment from the market on bidder's cost and account.

k. SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser which will not be unreasonably withheld. Further, BHEL shall not be liable for making any payments to sub-contractors.

l. TERMINATION OF THE ORDER & ITS CONSEQUENCES

- i. The Purchaser will issue a written notice of non-compliance to the Bidder and after a rectification period of One month, termination will be applicable. No charges will be payable after termination of the contract.
- ii. BHEL may at any time terminate the Contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BHEL.

m. SETTLEMENT OF DISPUTES

- i. Any disputes or differences arising out of this contract shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- ii. However, the Bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

n. 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

o. ACCEPTANCE OF LOI / ORDER

- i. Letter of Seller/ Contractor/ Bidders acceptance of the LOI / Order / Contract is to be submitted within one week of issue date of LOI / Order. This will be submitted along with the **Performance Bank Guarantee (PBG)** of the value of **10%** of the total contract value.
- ii. The PBG will be from Schedule Banks/ Public Financial Institutions as defined in the Companies Act.

The validity of PBG will be 3 months beyond the complete contract period.

p. DISCLAIMER & LIABILITIES OF BHEL

Request for Proposal (RFP) is not an offer by BHEL, but an invitation for Bidder responses. No contractual obligation on behalf of BHEL whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of BHEL and the Bidder(s).

6. TECHNICAL & FUNCTIONAL REQUIREMENT

The requirement is for AMC of equipment like Firewall, Switches, Servers etc at Noida & Hyderabad locations. The list of items with their make, model & brief specs are attached as per **Annexure-IV**

a. Scope of Work

The scope of work includes maintenance, repairs, replacement necessary to keep the equipments in good working condition of the following equipment:

S. No.	Item Name	Brief Description	Quantity at Noida	Quantity at Hyderabad	Total Quantity at both locations
1	Cisco Catalyst 4948	Core Switches	2	0	2
2	Pix 525 - 1 set	Firewall in Failover mode at Internet gateway	1	1	2
3	HP Server DL 380 - Proxy	Proxy Server	2	2	4

4	HP Server DL 380 - DNS	DNS Server	1	1	2
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The list of items with their make, model & brief specs are attached as per **Annexure-IV**

- The Bidder shall maintain the equipment during the entire contract period as per the SLA.
- Adherence to Service Level Agreement.

b. Bill of Material

Location-wise Bill of Material (BoM) is as follows:

S. No.	Item Name	Brief Description	Quantity in Noida	Quantity in Hyderabad	Total Quantity at both locations
1	Cisco Catalyst 4948	Core Switches	2	0	2
2	Pix 525 - 1 set	Firewall in Failover mode at Internet gateway	1	1	2
3	HP Server DL 380 – Proxy	Proxy Server	2	2	4
4	HP Server DL 380 - DNS	DNS Server	1	1	2

The list of items with their make, model & brief specs are attached as per **Annexure-IV**.

The Bidder has also to produce a certificate from the principal OEM’s for back-to-back support for the complete AMC period for all the equipment : Firewall, Switches, Servers etc

ANNEXURE I

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CIT:P31:WAN/AMC dated 02nd March 2012**. 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 II

Tender Enquiry Ref. No. AA:CIT:P31:WAN/AMC Dated 02nd March 2012

S. No.	Item Name	Brief Description	Quantity	Annual Maintenance Charges for Unit Qty. (incl. all taxes except service tax) (INR)	Annual Maintenance Charges for TOTAL Qty. (incl. all taxes except service tax) (INR)
1	Cisco Catalyst 4948	Core Switches	2		
2	Pix 525 - 1 set	Firewall in Failover mode at Internet gateway	2		
3	HP Server DL 380 – Proxy	Proxy Server	4		
4	HP Server DL 380 – DNS	DNS Server	2		
Total AMC charges (incl. all taxes except service tax) (INR)					

	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04-AA-013
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THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

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

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

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

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

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

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

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Nte:- The above is suggestive in nature. Any other format of NDA duly approved can also be used.

ANNEXURE IV

Tender Enquiry Ref. No. AA:CIT:P31:WAN/AMC Dated 02nd March 2012

Make, Model & Brief Specs.			
S. No.	Item Name	Make & Model	Brief Specs.
1	Core Switches	cisco WS-C4948	1 U Rack mounted. Ports : 48 Nos. of 10/100/1000Mbps Ethernet ports & 4 Nos. of SFP based 1000Base-SX uplink ports. Throughput : 72 mpps Switching Capacity : 96 Gbps Should support TACACS+ and RADIUS authentication. Switched Architecture : • Dynamic packet buffering, 16 MB shared memory, • 266-MHz CPU speed, • 6-MB flash memory, • 256-MB SDRAM
2	Firewall in Failover mode	Cisco PIX 525 (Failover Mode)	2 U Rack mounted. 4 or more 10/100 Mbps interfaces on each box. Supports more than 250,000 concurrent sessions. Active/Standby clustering configuration
3	Proxy Server	HP Proliant DL380 G4	2U Rack model Intel Xeon 3.6 GHz Dual processor 2(Two) No. of processors Chipset : Intel E7520 CPU Cache : 2MB L2 Cache Memory : 4 GB ECC DDR2 400 MHz SDRAM HDD : 5 x 72 GB 15K RPM RAID Controller : Ultra 320 RAID Controller with 256 MB battery backed cache.
4	DNS Server	HP Proliant DL380 G4	2U Rack model Intel Xeon 3.6 GHz Dual processor 2(Two) No. of processors Chipset : Intel E7520 CPU Cache : 2MB L2 Cache Memory : 4 GB ECC DDR2 400 MHz SDRAM HDD : 5 x 72 GB 15K RPM RAID Controller : Ultra 320 RAID Controller with 256 MB battery backed cache.