



**BHARAT HEAVY ELECTRICALS LTD.**

**(A Government of India Undertaking)  
Corporate Systems and Information Technology,  
2nd Floor, HRDI Building,  
HRD & ESI Complex, Sector 16A  
Noida -201301**

Ref: AA/CIT/ERP/ConsultantEOI

Date: **06<sup>th</sup> August, 2011**

**Sub: Expression of Interest (EOI) for providing consultancy services for appraisal of BHEL business systems & awarding of ERP Product and Implementation contract for an integrated solution for BHEL's business processes – Extension in submission of response and clarifications.**

Dear Sir/Madam,

An Expression of Interest (EOI) was invited vide reference no. AA/CIT/ERP/ConsultantEOI dated 25<sup>th</sup> July, 2011 for providing consultancy services for appraisal of BHEL business systems & awarding of ERP Product and Implementation contract for an integrated solution for BHEL's business processes.

Based on the clarifications sought and pre-bid meeting held with the prospective bidders on 03<sup>rd</sup> August, 2011, clarifications are enclosed as below.

Please note that your response complete in all respect in requisite format with necessary enclosures shall now be received on or before the date & time i.e. **1600 hrs. On 16<sup>th</sup> August, 2011**. All the other terms and conditions remain the same as in the original EOI.

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

- sd -

AGM (CS&IT-Purchase)

Enclosures: EOI Clarifications

## EOI clarifications

S.No.	Reference of the EOI	Clarification
1	Non Disclosure Agreement (NDA)	<p>All information received from BHEL should be treated as “classified” and the duty to determine/prove whether such information already exists in the public domain (prior to date of disclosure) shall be upon the Consultant. In every such event, it is necessary that BHEL is informed in writing that such information is already existing in the public domain. The consultant has to agree that it will not retain any copies, internal working papers. In case of any archived information which can be proven beyond reasonable doubt, to be “information incapable of being destroyed/returned” pursuant to IT policies, the archived information has to be given the relevant confidentiality treatment as per the Information Security Management System (ISMS) framework applicable in BHEL. The onus of such proof will lie with the consultant. However, it is imperative to note that as such, this observation is untenable because all archived information received electronically can well be destroyed. Therefore, such obligation of return of confidentiality information/destruction thereof permanently, stands as a pre-condition and remains unchanged.</p> <p>The confidentiality agreement is PERPETUAL.</p> <p>If the information goes into public domain, there are no more confidentiality obligations on that information provided that, the determination of whether such information goes into public domain or is already existing in public domain shall be the responsibility of the Consultant and upon obtaining such knowledge, the Consultant must inform BHEL at the earliest of such discovery, stating that their obligations with respect to the same no longer subsist. The onus of proof for the same shall be upon the Consultant.</p> <p>In case the information is acquired from a third party who owes no obligation of confidence in respect of the information, but the information relates to BHEL then it has to be given the treatment as per the Information Security Management System (ISMS) framework applicable in BHEL. However no such information is exempted as an exception to the obligations of this Non Disclosure Agreement.</p> <p>Only, in case the information is independently developed by the Receiving Party, the same shall be exempted from the obligations of the NDA. However, for such clause to apply, it must be proven beyond reasonable doubt with reasonable proof that the receiver had in fact developed this information independently. Please note with respect to this comment however, that the DISCLOSING PARTY CANNOT DISCLOSE TO ANY PERSON OR ENTITY EVEN WITHOUT CONFIDENTIALITY RESTRICTIONS. IN SUCH CASES THE DISCLOSING PARTY MUST ENSURE THAT THE THIRD PARTY IS GOVERNED BY A BACK TO BACK CONFIDENTIALITY AGREEMENT WITH THE SAME LEVEL OF TREATMENT GIVEN TO SUCH INFORMATION. FURTHER, NO SUCH DISCLOSURE CAN BE MADE TO ANY ENTITY WITHOUT THE PRIOR WRITTEN APPROVAL OF BHEL.</p> <p>A detailed Non-Disclosure agreement will be circulated and entered into with the successful applicant at a later stage, covering and clarifying all these aspects.</p>
2	End User certificate format	The End User certificates formats are uploaded on <a href="http://www.bhel.com">http://www.bhel.com</a> .

3	Audited Financial Statements for FY 2008-09, FY 2009-10 and FY 2010-11	In case the audited financial statements for FY 2010-11 are not available, the consultant has to submit the unaudited financial statements for FY 2010-11 and audited financial statements for FY 2007-08, FY 2008-09 and FY 2009-2010. In case the consultant is shortlisted for the main tender, then it needs to submit the audited financial statements for FY 2008-09, FY 2009-10 and FY 2010-11.
4	Annexure 5 Deliverable Timelines	The timelines in Task II D+4 months include the Task I D+1.5 months. The time lines given are indicative. The bidder has to quote his best timelines, within the parameters of the given framework, for further review and final acceptance by BHEL. The Task III and Task IV timelines will commence from the Date of issue of LOI to the Implementation Partner. The timelines given indicate the end date of the deliverable.
5	Knowledge Management (KM)	The consultant has to maintain a Knowledge Management (KM) portal with information, data and documents as per clause 7a to demonstrate evidence of clause no 7a. The web address has to be quoted by the bidder and same should be available to BHEL for verification.
6	As-Is Process	The As-Is process compiled by BHEL is to give an indication of functionalities at a macro level. These documents are purely indicative. The consultant at his own cost and within the approved time frame has to undertake the detailed As-Is process study at the micro level. Any non compliance and incompleteness has to be documented to ensure the completeness and correctness of the As-Is processes. BHEL assumes no responsibility for the accuracy or usefulness of this data.
<b>EOI changes</b>		
<b>S.No.</b>	<b>Reference of the EOI</b>	<b>Changes</b>
1	Terms & Conditions, Annexure-9, Clause 8	The arbitrator will be appointed by mutual consent in accordance with the provisions of the Arbitration and Conciliation Act, 1996. However, it shall be a three party Arbitration with each party selecting its own Arbitrator and further the two arbitrators so appointed shall appointed a third amongst themselves. Further details to be provided upon the final contract being awarded. Centre of Arbitration shall be New Delhi, India.