

**Bharat Heavy Electricals Limited**

भारत हैवी इलेक्ट्रिकल लिमिटेड



**Corporate Information Technology**

कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

CS&IT Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex, Plot No. 25,  
Sector 16A, NOIDA, U.P.-201301

**Request for Proposal**

**FOR**

**Internet Lease Line 32 Mbps (1:1)**

**at**

**BHEL House, Siri Fort, New Delhi -110049**

Email: [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)

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

**TENDER NOTICE**

**Ref. No : AA:CS&IT:P31:ILL-32Mbps**

**Date: 26<sup>th</sup> May 2014**

Dear Sir / Madam,

**Subject: Procurement of Internet Lease Line for BHEL Corporate Office, New Delhi**

Sealed quotations are invited for providing "Internet connectivity 32 Mbps(1:1) through leased line" as per the terms and conditions of RFP enclosed.

Any clarifications / queries from the interested bidders shall be given in the specified format (**Annexure IV**) to BHEL on or before **02.06.2014**.

Any corrigendum / notifications issued by BHEL 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 is complete in all respect in requisite format with necessary enclosures and it is delivered on or before the due date & time i.e., **16.06.2014 at 15:00 hrs**.

Bids shall be addressed to:

SDGM ( CS&IT)  
Bharat Heavy Electrical Ltd.  
3rd floor, Asiad, BHEL House  
Siri fort, New Delhi-49  
Telephone no : (0120-2416476) / 011-66337475  
Email : [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)

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

SDGM (CS&IT)

# 1. REQUEST FOR PROPOSAL

## 1.1. 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 “**32 Mbps (1:1) internet connectivity through leased line**” at **BHEL House, Sirifort New Delhi** for a period of **THREE years**. The tender has to be submitted in TWO PARTS namely TECHNO-COMERCIAL & PRICE.

## 1.2. ELEGIBILITY CRITERIA

- 1.2.1. The bidder should have valid ISP License. (DOT License has to be provided).
- 1.2.2. The bidder should provide access network for providing last mile (local loop) at BHEL Asiad, Sirifort, New Delhi using Optic Fiber Cable (OFC) with termination within the building where Internet Lease Line is required. End connection on router will be on Ethernet port.
- 1.2.3. The bidder should have support office at Delhi-NCR locations.
- 1.2.4. The bidder should have its own Networking Operating Center (NOC) for 24x7 monitoring of the network to ensure uninterrupted services.
- 1.2.5. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of previous financial year should be at least Rs.5.85 lakhs.
- 1.2.6. Bidder should have experience of having successfully completed implementation of internet connectivity on Lease Line of minimum 8 Mbps 1:1 (or more) bandwidth on OFC during last 7 years (ending last day of month previous to the one in which application are invited) in Delhi/ NCR.

Bidder should fulfill either of the following:-

Three similar completed works\* costing not less than amount equal to Rs. 7.8 lakhs

**OR**

Two similar completed works\* costing not less than amount equal to Rs. 9.75 lakhs

**OR**

One similar completed work\* costing not less than amount equal to Rs. 15.6 lakhs

**[Note: \*** Details (Purchase Orders, Completion Certificates) of the similar works completed to be provided].

- 1.2.7. 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.
- 1.2.8. Bid can be submitted by an ISP service provider only having valid ISP license. Consortium shall not be allowed to bid for the project.

## 2. GENERAL INSTRUCTIONS FOR THE BIDDERS

2.1 Earnest Money Deposit (EMD) for the tender is Rs.40,000/- (Rupees Forty Thousand only).

2.2 EMD is to be submitted through Pay Order / Demand draft.

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP) (through <a href="http://www.bhel.com">www.bhel.com</a> & <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> )	26-05-2014
2	Last date of receiving queries from bidders	02-06-2014
3	Last date of replying to queries by BHEL	05-06-2014
4	Last date and time for submission of proposals	16-06-2014: 1500hrs
5	Technical Proposal opening	16-06-2014: 1530hrs
6	Commercial Proposal opening	Will be intimated later to technically successful bidders

## 3. INSTRUCTIONS AND GUIDELINES TO BIDDERS

### 3.1. INTRODUCTION

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Sirifort, New Delhi-110049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Leasing of Equipment / Services in BHEL, as per requirement and commercial Terms and conditions detailed in the tender documents.

### 3.2. INTERNET LEASE LINE REQUIREMENT

BHEL, Corporate Office, located at BHEL House, Sirifort, New Delhi 110049, requires **32Mbps (1:1) Internet Bandwidth** through Internet Lease Line (ILL) as per the details enclosed herein. The term 'ILL' or 'Internet Lease Line' used hereafter shall mean internet Lease Line Bandwidth 32MBPS (1:1) including last mile on OFC and 32 MBPS (1:1) Internet port and Bandwidth from ISP and any hardware, software including Warranty & Maintenance Support etc. required for entire contract period at BHEL House, Sirifort Road New Delhi. It also include integration with BHEL's Router, providing 64 IPV4 IP addresses & /64 IPV6 IP addresses, reverse DNS entry on provider's IP addresses.

### 3.3. TENDERER TO INFORM HIMSELF FULLY

3.3.1. 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 clarification as per **Clause 3.11.4** before submission of the tender.

- 3.3.2. 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.

### 3.4. PROCEDURE FOR SUBMISSION & OPENING OF BIDS

- 3.4.1. Bids shall be accepted by the official inviting the tenders, in two parts 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 / Demand Draft of Rs.40,000/-(Rupees Forty Thousand only) in favor 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:
  - i. 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.
  - ii. No Deviation Certificate as per **Annexure I**.
  - iii. Check list of PRICE BID (Un-priced Copy) as per **Annexure III** with word “QUOTED” written against all items in price column.
  - iv. Enclosures as required in respect of Eligibility Criteria (Section 1.2).

#### **PART-II: PRICE BID**

Price bid containing prices only is to be submitted (in the enclosed Price Schedule format only as per **Annexure III**). 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 actuals, subject to documentary evidence.

Price Bid should not contain any technical details and/or Commercial Terms & Condition 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).

### 3.5. 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.

### **3.6. BID SUBMISSION**

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

**SDGM (CS&IT)**  
**Bharat Heavy Electrical Ltd.**  
**CS&IT-Hall, 2nd Floor, HRD & ESI Complex,**  
**Plot no. 25, Sector-16a, Noida (UP) – 201301.**  
**Telephone no : (0120-2416476)**  
**Email : [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)**

- 3.6.2 Bids can also be delivered in person and put in the Tender Box at the office of the official inviting Bids.
- 3.6.3 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 15:00 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

### **3.7. BID OPENING**

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 3.7.4 Not more than two representatives will be permitted to be present for the tender opening.
- 3.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 3.7.6 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.
- 3.7.7 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.
- 3.7.8 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.



3.7.9 Manufacturer's name, Trade Mark or Patent No., if any, should be specified.

3.7.10 Purchaser reserves the right to negotiate the tender, if required

### 3.8. VALIDITY OF OFFER

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

### 3.9. 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' as per **Annexure I** in Part I of the offer.

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

### 3.10. LANGUAGE & CORRECTIONS

3.10.1 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.

3.10.2 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.

3.10.3 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.

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

### 3.11. REJECTION OF BID AND OTHER CONDITIONS

3.11.1 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 clarification on such items and will be free to reject the tender summarily.

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

3.11.3 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.

3.11.4 **Clarifications 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 by **02.06.2014**. The reply to the same will also be made available from the undersigned by

**05.06.2014.** BHEL will not entertain or respond to bidder's queries and clarifications received after **02.06.2014.**

**Technical clarification:**

**Name** : Ripon Dutta Choudhury  
**Designation** : Sr. Engineer (CS&IT)  
**Contact details** : 011-66337561  
**Email** : [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)

**Tender related :**

**Name** : Shivali  
**Designation** : Sr. Engineer (CS&IT)  
**Contact details** : 0120-2416496  
**Location** : CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No.25, Sector -16A, Noida (UP) 201301  
**Email** : [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)

OR

**Name** : Manish Kr. Garg  
**Designation** : SDGM (CS&IT)  
**Contact Details** : 0120-2416476  
**Location** : CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No.25 ,Sector -16A, Noida (UP) 201301  
**Email** : [asiad32mbps@bhel.in](mailto:asiad32mbps@bhel.in)

- 3.11.5 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.
- 3.11.6 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The purchaser reserve 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.
- 3.11.7 Late bids shall be summarily rejected.
- 3.11.8 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.
- 3.11.9 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.

- 3.11.10 If the prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected.
- 3.11.11 Non-Compliance with any of requirements and instruction of the Tender Enquiry may result in the rejection of the bid.

### 3.12. TENDER EVALUATION

- 3.12.1 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 value will be considered for ordering.
- 3.12.2 Through offer of higher warranty/configuration/rating, that what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 3.12.3 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer.

## 4. DETAILED TERMS AND CONDITIONS FOR BIDDERS

### 4.1. 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.

### 4.2. EXECUTIVE SUMMARY

#### About BHEL

Bharat Heavy Electricals Limited (BHEL) is today one of the largest engineering enterprise of India with an excellent track record of performance. The company has 19 manufacturing divisions, 8 Service centres and 4 power sector regional centres, besides project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defence, telecommunications, oil business, etc. Products of BHEL, make have established an enviable reputation for high quality and reliability.

#### Expectations from Bidder

Bidder is required to give a total solution & services as per specifications enclosed. The full working of ILL is the responsibility of the Bidder. In case any extra item is required for complete functioning of the system, the same must be quoted and provided for.

### 4.3. SUPPLY CONDITION

All equipment, if any, supplied and installed at the stipulated location(s) shall be NEW and conforming to the contract technical specifications, if any. The certificate of newness is to be furnished.

#### 4.4. LOCATION & CONSIGNEE ADDRESS

The Bidder should provide access network for providing last mile (local loop) at BHEL Asiad using Optic Fibre Cable (OFC) with termination within the building where Internet Lease Line is required. End connection on router placed at 3<sup>rd</sup> Floor Server Room of the building will be on Ethernet port. Rack for housing fibre circuit and associated equipment like modem, battery etc. and Router, if required shall also be provided as part of the Internet bandwidth services. The Rack shall be installed in Switch/ Server room at 3rd Floor in BHEL Asiad, Sirifort, New Delhi.

For a detailed understanding of the layout, route map, existing hardware, software and networking environment at BHEL, the bidders should visit and acquaint themselves of the existing setup. Bidder shall visit the site for complete appraisal and assessment of existing facilities and site requirement, prior to submission of their offers.

Appointments for site visits may be taken from the following:

**Name** : Ripon Dutta Choudhury  
**Designation** : Sr. Engineer (CS&IT)  
**Contact details** : 011-66337561  
**Email** : asiad32mbps@bhel.in

#### 4.5. PROJECT COMPLETION:

The installation, commissioning and configuration of the ILL should be successfully completed within **4 weeks** of placement of order by BHEL.

Documentation & Project Management: The successful bidder shall provide documentation for:

- SLA Management / Monitoring & Reporting
- Help Desk Management
- Problem Management along with trouble ticketing & Escalation Matrix
- Performance Management / Change Management

The successful bidder shall nominate one technically competent person as Project Manager who will be single point of contact from Service Provider's end during the implementation period. There will be one Project Manager from BHEL side also who will coordinate during the implementation period.

#### 4.6. RATES

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares at stipulated location(s) during the entire contract period and 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.

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The total cost of the bid will be calculated as under:

- The bid having the least total cash outflow for entire period of 3 year will be considered as L1 bidder for Internet Leased Line Bandwidth 32MBPS (1:1). It includes last mile on OFC and 32 MBPS 1:1 Internet port and bandwidth from ISP and any hardware, software, maintenance support etc, if required.
- The L1 Bidder shall be eligible for award of contract.

#### 4.7. PAYMENT TERMS

Payment shall be released on a quarterly basis at the end of each quarter after the successful completion of Acceptance Test Procedure (ATP) as per section 6.

Payment will be released within 30 days of submission of verified invoices.

#### 4.8. SECURITY DEPOSIT

- 4.8.1. 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
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

- 4.8.2. The security Deposit should be furnished before start of the work by the contractor

- 4.8.3. Security Deposit may be furnished in any one of the following forms:

- 4.8.3.1. Cash (as permissible under the Income Tax Act)
- 4.8.3.2. Pay Order / Demand Draft in favour of BHEL.
- 4.8.3.3. Local cheques of scheduled banks, subject to realization.
- 4.8.3.4. 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).
- 4.8.3.5. 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.
- 4.8.3.6. 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.
- 4.8.3.7. 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.

- 4.8.3.8. 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. (4.8.3.4) and (4.8.3.6) 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.

- 4.8.4. The Security Deposit shall not carry any interest.

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

- 4.8.5.1. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- 4.8.5.2. 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.
- 4.8.5.3. 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**

- 4.8.6. 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.
- 4.8.7. 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.
- 4.8.8. 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.

## 4.9. 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.

#### 4.10. BANK GUARANTEES

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

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

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

4.10.3. 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.

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.

#### 4.11. BANK CHARGES

Unless otherwise specified, the Bank charges, if any, shall be deposited to the account of Bidder.

#### 4.12. PENALTY FOR LATE DELIVERY

For the delay in delivery, penalty shall be levied at the rate of **0.5% of the total order value per week (or part thereof)** subject to maximum of **10% of the contract value**. This penalty will be deducted from the first quarter charges, in case the penalty amount to be deducted is more than the first quarter charges, the same will be adjusted from the consecutive quarter.

#### 4.13. SERVICE LEVEL AGREEMENT (SLA):

##### 4.10.1 Network Availability & Performance:

The Network availability and performance parameters will be as under:

FOR INTERNET LEASE LINE		
S. NO.	Service Level Parameter	Minimum BHEL Requirement per Quarter
1	Uptime (OF LEASED LINE)	99.5%
2	Average Latency (esp. during peak hour time 8 AM to 8 PM)	Less than 180 ms RTT

The “Network Uptime” includes both link uptime as well as the end equipment uptime. This shall be calculated on monthly basis.

#### 4.10.2 Computation of Availability:

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * \left( 1 - \frac{\text{Total outage duration in minutes}}{\text{Maximum Available Time in minutes}} \right)$$

$$\text{Maximum Available Time} = \text{No. of days in month} * 24 * 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage})$$

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

#### 4.10.3 Penalties:

Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the rental charges. The penalty will be calculated for Internet Leased Line as per the following formula:

$$\text{Penalty} = F \times (H \times D)$$

Where,

F = Multiplication Factor as per table given below.

H = Minute wise Rental Charges

(i.e. Quarterly Rental Charges/Total number of minutes in the Quarter)

D = Downtime in minutes

FOR INTERNET LEASED LINE			
S. No.	Asiad Location	Uptime	Multiplication Factor (F)
1		>= 99.5 %	0.00 (Zero)
2		98.5% - 99.49%	1.25
3		97.5% - 98.49%	1.50
4		96.5% - 97.49%	1.75
5		< 96.5%	2.00

**Note:** Bidder shall ensure that, under no circumstances, service shall be down for 'More than 6 hours at a stretch in a single working day peak usage time Monday to Saturday (i.e. from 8 am to 8 pm)'. For each such instance where downtime is more than the above limits, the downtime hours will be doubled while calculating the total uptime for the quarter.

#### 4.10.4 Customer Support:

The Service Provider shall implement a centralized help desk for logging the complaints. Service Provider shall provide a toll free/Universal number for complaint logging. The service window for the support shall be 24x7x365. All calls should be logged and a trouble ticket should be raised within 05 minutes from the time of information on that call. The Service Provider shall mark all trouble tickets as "closed" upon resolution of the issue noted. Service Provider shall also provide the online facility to watch the trouble ticket status.



Each call has to be responded within 20 minutes of complaint logging by BHEL or BHEL authorized agency.

#### **4.11. 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.

#### **4.12. INSURANCE**

Insurance for the complete Systems/Goods shall be arranged by the Bidder 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), if any, will be dealt with the underwriters directly by the Bidder.

#### **4.13. NON DISCLOSURE AGREEMENT**

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

#### **4.14. 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.

#### **4.15. 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.

#### **4.16. RISK PURCHASE**

Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Bidder, either the whole or part of the Systems/goods, which the Bidder has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Bidder would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase/

provisioning of services. This clause will be operated only after completion of delivery period including extended period with penalty.

#### **4.17. 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.

#### **4.18. TERMINATION OF THE ORDER & ITS CONSEQUENCES**

- 4.18.1 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.
- 4.18.2 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 BHEL.

#### **4.19. SETTLEMENT OF DISPUTES**

- 4.19.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser/Lessee, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final to the parties hereto.
- 4.19.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 4.19.3 However, the Bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

#### **4.20. 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.

#### **4.21. ACCEPTANCE OF LOI / ORDER**

Letter of Seller/ Contractor/ Bidders acceptance of the LOI / Order / Contract is to be submitted within one week of issue date of LOI / Order.

#### **4.22. SHIFTING TO OTHER LOCATION**

After initial installation as per location details given by BHEL, shifting of services from one location to another (if required) shall be the responsibility of the Bidder. The entire requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Bidder. A mutually agreed cost can be paid by BHEL to the Bidder on this account. The time given for shifting and installation at new location will be mutually agreed and time taken beyond that period will be treated as downtime.

#### 4.23. ADDITIONAL FACILITY/ UPGRADE REQUIRED IN FUTURE

In case any additional facility/ upgrade is required, the Bidder shall provide the same at mutually agreed terms.

#### 4.24. 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).

### 5. TECHNICAL & FUNCTIONAL REQUIREMENT

BHEL intends to setup a 32 Mbps 1:1 Internet Leased Line circuit.

The scope of work includes supply, installation, configuration, provisioning, commissioning, management & monitoring of proposed Internet circuit. This broadly includes following:

- 5.1 Supply, Installation and configuration of end equipment like fibre circuit etc.
- 5.2 Providing dedicated Internet Port of 32 Mbps with 1:1 committed information rate. The bandwidth must be exclusively dedicated for BHEL.
- 5.3 Provisioning of Last Mile from the Service Provider's nearest POP to BHEL Asiad location. The last mile should be on fiber.
- 5.4 Termination, Configuration & Commissioning of the links with BHEL Cisco router 3925/2811.
- 5.5 Sustenance services for Internet link and all equipment provided by Bidder during the entire contract period.
- 5.6 Bidders shall provide the rack to house the Fiber and all indoor equipment, if required. Bidder has to do site visit in advance and check for the space suitability for housing the rack. Rack may have to be shipped in knocked down format and assembled again in Switch/Server room.
- 5.7 The Service Provider shall provide 24x7 service supports for call logging and fault rectification for the Internet circuit which means support for the physical link as well as associated hardware supplied to make the circuit functional. Escalation matrix shall be provided by Bidder.
- 5.8 IPv6 Compliance: The network should be fully IPv6 compliant. It should be possible to run both IPv4 & IPv6 concurrently on the network i.e. Dual Stack.
- 5.9 **IP ADDRESSES, Reverse DNS entries and Name Resolution Facility:**
  - 5.9.1 The Service Provider shall provide BHEL with 64 nos. globally valid IPv4 Addresses from its pool.

- 5.9.2 The Service Provider shall provide BHEL with /64 nos. globally valid IPv6 Addresses from its pool.
- 5.9.3 All IPs provided by Bidder shall have Reverse DNS entries enabled from day one so that any Mail Servers being implemented with Bidder's IP shall have Reverse DNS entry so that other servers on Internet do not reject Mails from these servers due to lack of DNS entry.
- 5.9.4 BHEL currently has its own DNS servers. However, Bidder shall provide access to at least 2 no. of its own DNS servers on IPv4 and IPv6 for further resolution of name queries on Internet. This shall be provided on BHEL's IP series from APNIC as well as IP nos. provided by Bidder to BHEL.
- 5.10 Network Management & Support: The Service Provider shall do proactive monitoring and fault management of the network on an End-to-End basis remotely from its own Network Operations Centre (NOC) and provide the report through standard MRTG reports available through Web access or some other online means.
- 5.11 **INSTALLATION:**
- 5.11.1 The Bidder shall carry out total installation work as per the requirements of the complete project.
- 5.11.2 Necessary power and communication cables for complete H/W installation including interfacing cables required for inter-connection of different equipment supplied by Bidder are in the scope of Bidder and shall be supplied at no extra cost.
- 5.11.3 The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- 5.11.4 All skilled & unskilled labour, materials, equipment, instruments, hardware, tools, consumables, fasteners, accessories etc. whether specifically mentioned or not in the specification but required for complete installation and testing in all respects will be in the scope of the Bidder and no extra cost shall be paid for the same.
- 5.12 **INTERFACE EQUIPMENT**
- 5.12.1 Rack for housing fiber circuit and associated equipment like router, modem, battery etc. if required. The Rack shall be installed in Switch/Server room at 3rd Floor in BHEL Asiad. Bidder to visit the site to ascertain the requirement for this. No separate price will be paid if RACK is to be supplied by the bidder.
- 5.12.2 Bidder should specify any other equipment (if required) for interfacing. It shall be the Bidder's responsibility to configure and demonstrate the total solution so that it performs satisfactorily.
- 5.12.3 It shall be Bidder's responsibility to interface the circuit with existing available Cisco Router 3925/2811 by making requisite configuration on the same.

## 6. ACCEPTANCE TEST PROCEDURE (ATP):

- 6.1 ATP shall be conducted by the Service Provider to establish that the connectivity and all hardware and software has been supplied by the Bidder strictly as per the specifications and is in perfect working conditions.
- 6.2 Once the system is fully installed (as per technical & functional requirement) and is made operational, its operation and performance would be observed for duration of two continuous working days. The ATP would start on a mutually agreed date and time after the preliminary observation of two days.
- 6.3 At least one representative of the Service Provider shall be present during the entire ATP, if required. Bidder's representative should be capable of performing all tests, interpret the meaning of each diagnostic and satisfy BHEL representative(s) with satisfactory answers.
- 6.4 Following procedure would be followed during the ATP:
  - 6.4.1 The complete system with all its hardware and software would be operated continuously for two continuous working days on 24 hours per day basis. Requisite requirements of IP numbers, DNS services, reverse DNS entry etc. shall be tested.
  - 6.4.2 An overall availability of 99.5 % would be ensured by the Bidder during ATP for the leased line and the interface equipment. If any equipment or the leased line is not available for more than eight (8) hours or if it is found at the end of ATP that its availability is less than 99.5 %, BHEL would not accept that particular equipment or the leased line and its ATP would restart (from zero) after making necessary rectifications/replacements. If any equipment or the leased line is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the Bidder.
  - 6.4.3 During the physical verification, it would be established that all hardware and software have been supplied as per BHEL technical specifications.
  - 6.4.4 All problems/deficiencies as pointed out by BHEL shall be immediately attended to by the Bidder.
  - 6.4.5 BHEL shall issue an ATP certificate on successful completion of ATP, provided that an overall availability of 99.5% has been achieved and no hardware or software problem/ deficiency reported during the ATP is pending. Further, no major hardware or software problem/deficiency which indicates that the supplied hardware/software is of poor quality and/or faulty design should be detected during the ATP.

**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CS&IT:P31:ILL-32Mbps dated 26<sup>th</sup> May 2014** 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:** \_\_\_\_\_

**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

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

Annexure III				
Internet Bandwidth Charges				
		(A)	B=A*4	C=B*3
Bandwidth (Mbps)	Qty.	Per Quarter Charges for ILL (including all taxes, excluding service tax)	Per Annum Charges for ILL (including all taxes, excluding service tax)	Charges for ILL (including all taxes, excluding service tax) for 3 years of contract period
32 Mbps	1			
Total Charges for 3 years (for evaluation purpose) (=C)				
Rate of Service Tax @ = _____ %				

**Note:**

- a) 'ILL' or 'Internet Leased Line' shall mean Internet Leased Line Bandwidth 32Mbps (1:1) including last mile on OFC and 32Mbps 1:1 Internet port and bandwidth from ISP and any hardware, software, including Warranty & Maintenance Support etc. at BHEL House, Sirifort Road, New Delhi. It also include integration with BHEL's Router providing 64 IPv4 addresses & /64 IPv6 addresses, reverse DNS entry on provider's IP addresses.
- b) The above charges are including all taxes, excluding service tax.



## Pre- bid Query / Clarification Format

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

Signed By:

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

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

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

Date &amp; Place: \_\_\_\_\_

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

Stamp &amp; Seal: \_\_\_\_\_