



TERMS & CONDITIONS OF THE CONTRACT (TC + ATC)

BHARAT HEAVY ELECTRICALS LIMITED



Ref. No.: AA: CDT: MPLS: Lodhi & ROD: Powertel
Date: 01 April 2025

Dear Sir,

Sub: Enquiry for connectivity of MPLS Links at BHEL Lodhi Office, New Delhi & ROD Guwahati for 06 months

Bid is invited for subject requirement at BHEL CDT, Sector-16 A, Noida as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted through email (cdt-tender@bhel.in) & www.bhel.com

The bidder is 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 in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **04.04.2025 at 1530 hrs.**

Bids shall be addressed to:

SDGM / Engineer (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building, Sector-16A
Noida – 201301
Contact Number – 01202416499/6483
devendrasharma@bhel.in, atul.vyas@bhel.in

Thanking you,
Yours faithfully,

For and on behalf of BHEL

Contents

1. Introduction:	4
2. Objective & Scope of Work:	4
3. LD / Penalty:	4
4. General Instructions and Guidelines to Bidders.....	5
5. Service Level Agreement (SLA):.....	5
6. Payment Terms:.....	6
7. Taxes & Duties:.....	7
8. Terms & Conditions:.....	7
9. List of Annexures:	7

1. Introduction:

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services with over 180 product offerings to meet the ever-growing needs of the core sectors of economy. BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India – a dream that has been more than realized with a well-recognized track record of performance.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 16 manufacturing divisions, four Power Sector regional centers, project sites, eight service centers and regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

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

2. Objective & Scope of Work:

BHEL intends to take MPLS links at BHEL Lodhi office, New Delhi & ROD Guwahati from **M/s Powergrid Teleservices Limited (Powertel)** for Six (06) months. The Vendor shall provide MPLS links at BHEL Lodhi office, New Delhi & ROD Guwahati. Details of links are as follows:

The tender has to be submitted in **SINGLE PART** through email(cdt-tender@bhel.in)

S. No	Name of Location	Link Type	Bandwidth	MPLS connectivity with effect from
1	BHEL Lodhi office, New Delhi	MPLS	100 Mbps	01.04.2025
2	ROD, Guwahati	MPLS	8 Mbps	02.04.2025

3. LD / Penalty:

For the delay in deploying the resources, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total contract value for entire contract period. This penalty will be deducted from the first quarter charges. In case penalty amount to be deducted is more than the first quarter charges, the same will be adjusted from the consecutive quarter. In case penalty becomes recoverable, the applicable GST shall also be recoverable from the vendor.

Name of Location	MPLS link Start Date (A)	Effective up to (B)	Extension period
BHEL Lodhi office, New Delhi	01-April-2025	30-Sep-2025	6 Months
ROD Guwahati	02-April-2025	01-Oct-2025	6 Months

Delivery date shall be as per column A i.e. the existing MPLS service should continue working henceforth, from the dates specified in column A

4. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	01 st April 2025
2	Last date of receiving queries from bidder	2 nd April 2025
3	Last date and time for submission of bid	04 th April 2025, 1530hrs, via email (cdt-tender@bhel.in)
4	Bid opening date and time	04.04.2025, 1600hrs, via email (cdt-tender@bhel.in)

5. Service Level Agreement (SLA):

The MPLS/Internet network will be used extensively for data exchange between various BHEL Units, Regions and Project sites. The Service Provider shall provide support on 24x7x365 basis for all the CPE and links. The Service Provider shall ensure that the following SLA parameters are met:

a. Penalties for SLA Non-Conformance:

Service provider shall monitor the state of all the links and network equipment on a 24x7 basis to ensure that the entire BHEL WAN is up and running. The minimum performance acceptable to BHEL is given in the following table. of no resolution, deduction shall be as follows:

S.No.	Service Level Parameter Minimum BHEL Requirement	Service Level Parameter Minimum BHEL Requirement
1	Uptime of MPLS Links	99.5 %
2	Uptime of Internet	99.0 %

The "Uptime" includes both link uptime as well as the end equipment (CPE) uptime. The downtime/outage is the period of unavailable time which begins when one of the following situations arises :

b. The link is down at the physical layer itself:

The downtime will start from the moment event is recorded by the NOC or after BHEL logs a complaint at vendor's Helpdesk, whichever is earlier. Complaints can be closed after getting concurrence from the respective locations.

c. The CPE (Including switch, router, modem, MUX/DLC etc.) hardware level failure:

The Service provider's NOC should automatically get the alert. The downtime will start from the moment alert was recorded by the NOC or after BHEL logs a complaint at vendor's Helpdesk, whichever is earlier. Time will be recorded from that point onwards till the point complaint is resolved. This duration will be treated as outage.

Note: If the services of the bidder are not found satisfactory / required services not provided to BHEL by bidder even after consuming sufficient time, BHEL reserves the right to terminate the contract after giving 1-month Notice and forfeit the Bank Guarantee / Security Deposit of Bidder.

d. Degradation in service due to high latency or packet loss:

If latency of a particular link is more than or equal to 100ms continuously for more than two hours, then the link will be considered as down. The link will be considered up only when the link gives a latency of less than

100 ms continuously for more than 60 minutes. Latency will be measured by ping response from the site CPE to the Data Centre (Primary HUB) CPE.

However, if the higher latency is due to congestion (over-utilization, i.e., more than 75% utilization of last mile), then the link will not be considered down and no penalties will be levied. The Service Provider shall substantiate the over-utilization of the last mile with relevant reports.

If the packet loss of a link is more than or equal to 1% continuously for more than an hour, the link will be considered down for the amount of time for which packet loss is more than 1%. The link will be considered up only when the link gives a packet drop of less than 1% continuously for more than 60 minutes

e. Availability of Resource (Engineers posted at HUB locations):

One engineer shall be posted at Noida line with sub-clause On-site monitoring under clause Functional Requirements. (Ref. LOA no. BHEL/NR/SCT/MPLS-RC/1138 (1138) dt 26/04/2019 In case any engineer is unavailable / absent continuously for 2 days, deduction will be made from 3rd day onwards for each day the engineer was absent from duties. The deduction will be made from the quarterly bill of that particular HUB location as per Penalty for SLA Non-Conformance clause.

f. Computation of Availability:

Availability of service shall be assessed by the following formula:

Uptime= $100 \times (1 - \text{Total outage in minutes} / \text{Maximum available time in minutes})$

Maximum Available Time = No. of days in Quarter * 24 * 60 – (Scheduled Maintenance Time + BHEL introduced Outage + Downtime Due to Force Majeure)

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

g. Penalty for SLA Non-Conformance:

Network Availability (SLA Compliance) will be calculated at the end of each quarter and penalties for noncompliance will be deducted from the quarterly rental charges. The penalty will be calculated per link basis as per the following formula:

Penalty = $F \times (R \times D) + E$

Where F = Multiplication Factor as per table given below.

R = Rental Charges Per Minute for respective links

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

D = Downtime in Minutes.

E = Penalty due to non-availability / absence of Engineer (@Rs500/- per day)

For MPLS:

Multiplication Factor Table:

S.No.	Uptime (%)	Multiplication Factor (F)
1	≥ 99.5	0.00
2	$< 99 \ \& \ > 96$	1.00
3	< 96	2.00

Note: If the availability of 25% of the network (links), is below 75% continuously over a period of 6 months, BHEL reserves the right to terminate the contract in full without any cost implication to BHEL notwithstanding with others terms & conditions of the contract.

a) Total penalty for a link for a quarter due to SLA non-conformance shall be limited to quarterly rental of that particular link.

b) The factor 'E' shall be applicable for calculation of penalty for HUB locations. For all other links, the factor 'E' shall have 0 (zero) value.

6. Payment Terms:

BHEL will not make any advance payment. Payment will be made on quarterly basis in arrears based on fulfillment of SLA parameters after adjustment of penalty (if any) due to non-compliance of SLA or due to late delivery of link. The charges shall accrue on pro rata basis in the following

a) Payment will be made in Indian Rupees Only.

b) Payments will be made by Ordering BHEL Unit / location within 45 days of submission of invoices accompanied by relevant documents & SLA reports)

- c) BHEL Payment of quarterly charges shall be payable after completion of each quarter and after certification / verification of SLA reports by respective BHEL Units & Regions will not make any advance payment.
- d) BHEL will not pay any interest for delay in payments if any.
- e) For any SLA non-conformance, deductions will be done from quarterly payments
- f) All other payment terms shall be as per LOA no: BHEL/NR/SCT/MPLS-RC/1138(1138), dated: 26.04.2019

7. Taxes & Duties:

- I. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.
- II. TDS under GST law as applicable shall be deducted.
- III. In case of any recovery including LD/SLA, the applicable GST shall also be recoverable from the supplier.
- IV. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- V. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- VI. GSTIN of BHEL will be provided to the Vendor along with the work order.
- VII. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- VIII. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- IX. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- X. Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- XI. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- XII. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

8. Terms & Conditions:

All other terms and conditions shall be as per LOA no: BHEL/NR/SCT/MPLS-RC/1138(1138), dated: 26.04.2019 In case of any discrepancy, LOA terms & conditions will be final.

9. List of Annexures:

- **Annexure-I:** Price Bid Format
- **Annexure-II:** Non-Disclosure Certificate
- **Annexure-III:** No Deviation Certificate

Price Bid Format

S. No	Requirement Description	Link Type	Bandwidth (Mbps)	Quarterly Charges (excluding GST)	Total Charges for 6 months (excluding GST)
1	BHEL Lodhi Office, New Delhi (w.e.f 01.04.2025)	MPLS	100		
2	ROD Guwahati (w.e.f 02.04.2025)	MPLS	8		
Total Charges (Excluding GST for above Two links) (Rs)					
GST @ (Rs)					
Total Charges (Including GST for above Two links) (Rs)					

Total Charges for above Two links for 06 months (Excluding GST) in words (Rs):

.....

Note:

1. The charges shall be quoted in INR.
2. The bidder should consider the BOM, as per LOA no: BHEL/NR/SCT/MPLS-RC/1138(1138), dated: 26.04.2019 while quoting prices.
3. All other terms and conditions shall be as per LOA no: BHEL/NR/SCT/MPLS-RC/1138(1138), dated: 26.04.2019
4. The tender evaluation will be done on Total / Gross charges (Excl. GST). Total Charges should be indicated both in words as well as in figures.
5. All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
6. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

ANNEXURE- II

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL **Corporate Office** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s
STQC who are submitting offer for providing services to BHEL Corporate Office against Bid
No..... hereby undertake to comply with the following in line with
Information Security Policy of Corporate Office.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Corporate Office.

(Signature, date & seal of Authorized)

(Signatory of the bidder)

Date:

ANNEXURE- III

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,
Bharat Heavy Electricals Limited,
Plot No: 25, Sector – 16A, Filmcity
Noida - 201301

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) Bid No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**