



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,

SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

TENDER CHANGE NOTICE

Sub	TENDER CHANGE NOTICE (TCN-01 DTD. 30/01/2015)
Job	“Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile as license band fiber or Copper or RF on rental basis for a period of 2 years.”
Ref	TENDER NO.: PSER:PUR:MSX:225:139 Date:13.01.2015

1) [With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.](#)

2) FOLLOWING CLAUSE OF THE AFORESAID TENDER IS TO BE READ AS STATED BELOW:

Reference	Existing clause	Bidder's Queries	Changed clause
Vol-1F – Page 7	A) General Terms and Conditions 19. Other qualification criteria of vendor should be as below: 2 Service Level Agreement→ SLA for 99.5% uptime guarantee should be provided for the last mile 3 Last Mile link→ Licensed band wireless last mile/ fiber; Last mile is preferred with suitable back up options. MTTR should be 4 hrs or less 5.Certifications→ ISO 9001:2000 certified, Network services and Customer Relationship Management. ISO 9001:2000 certified Data Centre operations are preferred. Service provider should have CISSP/CISA Professional 6. Security→ BS 7799 and BS 15000 certified security services. Wireless link should 7. Audit→ Service provider should allow external auditors nominated by the PDIL or similar body for network audit.	The MTTR mentioned is 4 hrs , whereas the link should not be down for more than 1 hr . This is confusing and hence need some clarification Request you to delete the Certificate, Security and Audit – Pg 7 / 14 – IF TCC	A) General Terms and Conditions 19. Other qualification criteria of vendor should be as below: 2. Service Level Agreement→ SLA for 98% uptime guarantee should be provided for the last mile 3. Last Mile link→ Licensed band wireless last mile/ fiber; Last mile is preferred with suitable back up options. MTTR should be 1 hrs or less 5. Certification→ ISO 9001 or above certified 6.Security Clause omitted 7.Audit Clause Omitted

Vol-1F-Page 7 and 8	B) Computation of availability Accountable parameter for down time. 1. Down of service by any means like a) Last mile Failure b) ISP service failure c) Failure due to unwanted traffic (ISP end) or spam. Availability of service shall be assessed by the following formula: %Uptime= $\frac{100 \times (1 - \text{Total Outage duration in Minutes})}{\text{Maximum Available Time in Minutes}}$ Maximum Available Time= No. of Days in month * 30* 24*60 –(Scheduled Maintenance Time + BHEL introduced Outage +Down Time Due to Force Majure)	SLA parameter of consideration of taking part of minutes as Hour – is very high. Request you to relook into it and confirm.	B) Computation of availability Accountable parameter for down time. 2. Down of service by any means like d) Last mile Failure e) ISP service failure f) Failure due to unwanted traffic (ISP end) or spam. Availability of service per month shall be assessed by the following formula: %Uptime= $\frac{100 \times \{\text{Overall network uptime in minutes (in one quarter)}\}}{\text{Maximum Available Time in Minutes (in one quarter)}}$ Maximum Available Time= No. of Days in quarter * 24*60 –(Scheduled Maintenance Time + BHEL introduced Outage +Down Time Due to Force Majure)
Vol-1F-Page 7 and 8	C) <u>Penalties</u> Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope. The penalty will be calculated per link /Internet Leased Line basis as per the following formula: Penalty =F X (H X D) Where F= Multiplication Factor as per table given below H= Hourly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope (i.e. Quarterly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope /Total number of Hours in the Quarter) D= downtime in hours Note: While calculating downtime, minutes will be	SLA parameter of consideration of taking part of minutes as Hour – is very high. Request you to relook into it and confirm. SLA calculation is different for 2 sites , since it is a Lease Line the link will be down if any one site is down . Hence, request you to relook at the SLA. The minimum SLA will be 95% as per Nabinagar site	C) <u>Penalties</u> Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the Maintenance of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope. The penalty will be calculated per link /Internet Leased Line basis as per the following formula: Penalty =F X (H X D/60) Where F= Multiplication Factor as per table given below H= Hourly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band width as per the scope (i.e. Quarterly Maintenance charges of Leased Line Link & Rental Charges for 2 MBPS band

	considered as full hour.					width as per the scope /Total number of Hours in the Quarter) D= downtime in minutes			
	S. No	Class of Location	Uptime	Multiplication factor (F)		S. No	Location	Uptime	Multiplication factor (F)
	1	Kolkata	>99.5%	0.00 (Zero)		1	Kolkata	>98.0%	0.00 (Zero)
			98.5%-99.5%	1.25				97.0%-98.0%	1.25
			97.5%-98.5%	1.50				96.0%-97.0%	1.50
			95%-97.5%	1.75				95.0%-96.0%	1.75
			<95%	2.00				<95%	2.00
	2	Nabinagar	>95%	0.00 (Zero)		2	Nabinagar	>98.0%	0.00 (Zero)
			94%-95%	1.25				97.0%-98.0%	1.25
			93%-94%	1.50				96.0%-97.0%	1.50
			92%-93%	1.75				95.0%-96.0%	1.75
			<92%	2.00				<95.0%	2.00

- 3) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR.ENGR. (PURCHASE)

(Signature, date & seal of authorized representative of the contractor)

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II,
Salt Lake City, Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Supply, Installation & Commissioning of 2 MBPS point to point lease Line from BHEL , NPGCL Nabinagar Site office to BHEL Kolkata Office with last mile as license band fiber or Copper or RF on rental basis for a period of 2 years	
Ref	1.0	BHEL's NIT, vide reference no: PSER:PUR:MSX:225:139 Date:13.01.2015, TCN-01 DTD. 30.01.2015,
	2.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process (if applicable).

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

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 contractor)