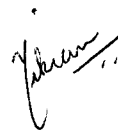

 BHEL GOINDWAL	TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY FOR THE CONTRACT PERIOD OF ONE YEAR (Tender Enquiry No. IT-1213-01 Dated: 10-09-2012)
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PRE-QUALIFICATION TERMS

- P1 "Bidders should primarily be engaged in providing such services of point to point connectivity. Bidder will have to submit copies of two latest PO amounting to Rs. 4 lakhs each, showing the business of providing such services of point to point connectivity. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified."
- P2 The Bidder should have a valid A Category ISP License from Govt. of India. (Attach a copy of License).
- P3 (i) Bidders not registered with any unit of BHEL are required to deposit **an amount of Rs. 10000/- as Earnest Money (EMD)** by way of DD in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only. MSEs, Central/State PSUs/State owned Corporations are exempted from EMD, for which relevant documentary proof has to be submitted in the envelope of EMD.
- (ii) EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.
- (iii) EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
- (iv) EMD submitted by all unsuccessful bidders shall be refunded normally within 20 days of finalization of Rate with interested bidders.
- (v) EMD shall not carry any interest.
- P4 IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.
- P5 A copy of pre-qualification details can be submitted even before due date of opening for evaluation planning by BHEL.
- P6 Those service providers who are presently providing any kind of connectivity services or those service providers who make use of services of any such service providers at BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB, cannot bid for this tender. A self signed declaration has to be submitted by the bidder to this effect.



 BHEL GOINDWAL	TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY FOR THE CONTRACT PERIOD OF ONE YEAR (Tender Enquiry No. IT-1213-01 Dated: 10-09-2012)
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P7 Compliance of Terms with any deviation should be clearly indicated in remarks in Separate deviation sheet by the bidder. Non-Compliance of terms and conditions or not providing complete information as described shall not be considered.

1. Definitions:

"BHEL" means BHARAT HEAVY ELECTRICALS LIMITED.

"The Purchaser" means the BHARAT HEAVY ELECTRICALS LIMITED.

"The Bidder" is a firm, which participates in the tender and submits its proposal.

"The Products/equipment" means all the hardware and software, software licenses, software Assurances, and any other materials, which the Bidder is required to supply to the Purchaser as per this tender for the completeness of required solution as per Scope of Work.

"Successful Bidder" means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

"The Letter of Award" means the issue of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

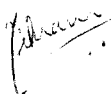
"The Contract Price" means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as "Contract Value" appearing anywhere in the document.


"Service Provider" means the Basic Service Operator (BSO) who will provide the Last Mile Connectivity services to BHEL.

"Final Acceptance Test" is a process of testing the network services provided by the Bidder (the complete WAN network functionality – data, through integration with LAN) as per the requirements laid out in the Tender Document.

2. Objective:

To setup a highly available and resilient 2 Mbps data circuit for the Contract Period of one year that provides high speed connectivity between BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB TO BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHCHIRAPALLI unit. All mission critical business applications like ERP, Project Monitoring, transfer of Engineering drawing, and Messaging will run on this network. The circuit is required for One Year Period with quarterly payment terms. The contract period can be extended to maximum three (3) year as per as BHEL Requirement.

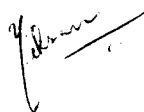


 BHEL GOINDWAL	<p align="center">TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY FOR THE CONTRACT PERIOD OF ONE YEAR (Tender Enquiry No. IT-1213-01 Dated: 10-09-2012)</p>
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3. Inviting Tenders:

Sealed tenders in three parts; Part-I: EMD, Part II: Techno-commercial bid and Part-III: Price bid are hereby invited for providing the point to point connectivity from BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB TO BHARAT HEAVY ELECTRICALS LIMITED, TRICHCHIRAPALLI as per applicable standards mentioned by BHEL. The relevant documents are attached with the Enquiry. The three bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

<i>Bid</i>	<i>Description</i>	<i>Superscription on envelope</i>	<i>Minimum documents to be submitted</i>
Part-I	EMD Envelope	PART-I: EMD for Tender Enquiry no. IT-1213-01. Dated – 10/09/2012.	Draft payable at Goindwal Sahib.
Part-II	Pre-qualification & Techno-Commercial bid	Part-II (Techno-Commercial) bid against tender enquiry no: IT-1213-01. Dated- 10/09/2012 due for opening on 01/10/2012.	No Other format shall be used for submitting the Techno-Commercial bid (Annexure III). 1. Acceptance of all terms and conditions. 2. Un-priced (Prices not filled) format showing taxes and duties structure.
Part-III	Price bid	Part-III (Price) bid against tender enquiry No: IT-1213-01. Dated: 10/09/2012.	No Other format shall be used for submitting the price bid. (Annexure IV). Any variation in Supply other than that mentioned in the Price bid format shall not be accepted. Rates should be mentioned in words as well as in figures. In case of any confusion rates in words shall be considered final. Anything other than price mentioned in the price bid shall be considered invalid.
PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END			





TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY
FOR THE CONTRACT PERIOD OF ONE YEAR
(Tender Enquiry No. IT-1213-01 Dated: 10-09-2012)

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as "Point to Point Connectivity" and due date of opening.

Part-I: EMD should contain:

DD of requisite amount payable at Goindwal Sahib only, proper documents as required and explained in Pre-qualification Para P3.

Part-II: Techno-Commercial bid should contain

- a) The details/ data/ information/ supporting documents as per requirement of Pre-Qualification Bid.
- b) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement.

Any deviation proposed by bidder shall be considered by BHEL at its own discretion; and if finally considered, shall carry loading factor at the discretion of BHEL.

- c) Techno-Commercial bid, filling all other details **except price**.

Sealed quotations shall reach by 15:00 Hours on due date. Part-I & II shall be opened on due date at 15:30 Hrs. Based on evaluation of pre-qualification and/or techno-commercial offers, Price bids of bidders who qualify from pre-bid qualification and techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.


Part III: Price Bids:

Price quotation format shall be as attached.

The comparison among bidders shall be done on the basis of quoted rates converted to "Total landed cost to BHEL". Duties shall be payable extra against ED Gate Pass valid for CENVAT benefit. Price quoted shall be firm and not subject to any escalation during the PO execution.

Price should be quoted on FOR Destination Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis. In case rates are Ex-Works basis, loading of expenses i.e., freight, transit insurance shall be done by BHEL at its discretion to arrive at Landed prices. Comparison shall be done at Landed cost to BHEL.

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attached. Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal.

 BHEL GOINDWAL	<p style="text-align: center;"> TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY FOR THE CONTRACT PERIOD OF ONE YEAR (Tender Enquiry No. IT-1213-01 Dated: 10-09-2012) </p>
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4. Validity of Offer:

The offers shall be kept open for acceptance for **60 days** from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

5. Language of Bids:

The Bids and all correspondence and documents relating to the bids, shall be written or typed in the English or Hindi language. However all numerals will be written or typed in English only.

6. Late Bids:

Any bid received by the Purchaser after the time and date for receipt of bids prescribed by the Purchaser in the tender as per "Schedule of Events" will be rejected and returned unopened to the Bidder.

7. Modification and Withdrawals of Bids:

The Bidders cannot withdraw or modify the bid after submission and before the expiry of the bid validity period specified in the tender. Such withdrawal may result in the forfeiture of the EMD deposited by the Bidder.

8. Amendment of Bid Documents:

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder during the Pre-proposal meeting, modify bid documents by amendments.

The amendments will be sent to all bidders through e-mail and the same shall be binding on the Bidders.

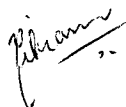
9. Cost of Bidding:


The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

10. Local Conditions:

Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

The Bidder is expected to visit and examine the IVP BHEL Goindwal site and its surroundings and



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obtain all information that may be necessary for preparing the bid and execution of the contract at their own interest and cost.

The Bidder and any of their employees/agents/subcontractors will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees/agents/ subcontractors will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

11. Earnest Money Deposit:

The proposal should be submitted along with an EMD of Rs.10,000/- (Rupees Ten Thousand only) in the form of a demand draft / pay order drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only.

EMD deposited by all unsuccessful bidders shall be refunded normally within 20 days of acceptance of award of work by the successful bidder.

EMD deposited by the bidder will be forfeited if,

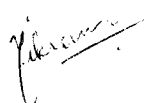
- After opening of the bids, the bidder revokes his bid within the validity period or increases the quoted rates.
- The bidder does not commence the work within the period as per Letter of Award or contract.


EMD shall not carry any interest. The Bid submitted without EMD will be summarily rejected.

12. Security Deposit:

The Security Deposit towards performance guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract. Security Deposit Amount of Total 10% of the **TOTAL TENDER VALUE** shall be collected from the successful bidder before start of work.

- Pay order in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only
- Demand Draft in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only.
- Local Cheques of scheduled banks, subject to realization



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- d) Bank Guarantee from scheduled bank, public financial institution as defined in the companies act. The Bank guarantee will be as per enclosed format.
- e) Fixed Deposit Receipt (FDR) issued by scheduled banks, public financial institutions as defined in the companies act. The FDR should be in the name of BHEL, account Bidder.
- f) Security deposit may also be recovered at the rate of 12.5% from the running bills; however in such cases at least 50% of the security deposit shall be collected before start of work in the mode given above and the balance 50% will be recovered from the running bills.
- g) EMD of the successful bidder shall be converted and adjusted against the security deposit.
- e) The security deposit shall not carry any interest.

Note:

Acceptance of Security deposit against serial no. (d) and (f) 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.

Security deposit shall not be refunded to the bidder except in accordance with the terms of the contract i.e. upon successful completion of the contract.

13. Pre-proposal Clarifications:

Bidders requiring any clarifications can address the queries to BHEL through fax or email up to the date and time mentioned in the "Schedule of Events" as per **clause 16**. All such queries shall be answered by BHEL through email and or fax.

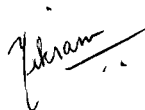
14. Bid Prices:


The Bidder shall give the pricing as a total composite price inclusive of all **prevailing** levies & taxes i.e. Sales Tax, Service Tax, Excise Duty, Custom Duty, packing, forwarding, freight and Insurance, Octroi / Entry Tax, etc.

The prices quoted shall be firm and not subject to any escalations during the contract execution.

15. Discounts:

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.




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16. Schedule of Events:

S. No.	Event	Date & Time	Venue	Contact Person Details
1.	Issue of Tender Documents.	10/09/2012	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in
2.	Last Date for Seeking Pre-Proposal clarifications.	21/09/2012, 16:00 hours	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in
3.	Last date for final replies on clarifications.	23/09/2012, 16:00 hours	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in
4.	Last date for submission of tender documents	01/10/2012, 15:00 hours	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in
5.	Opening of Part I & Part II of Tender (Envelope-1 & Envelope-2)	01/10/2012, 15:30 hours	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in
6.	Opening of Part III of Tender (Envelope-3)	Will be intimated subsequently.	Conference Hall, Industrial Valves Plant, Goindwal - 143422	Mr. Vishal Devgon, Manager (IT). Phone- 01859224623. Email Id- vishal@bhelivp.in

[Signature]

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17. Opening of Proposals:

The BHEL evaluation committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

- a) Earnest Money Deposit (EMD)
- b) Technical Proposals
- c) Price Proposals

First, the envelope Earnest Money Deposit will be opened and if found furnished by the bidders in the prescribed manner, then the second envelope containing the Technical Proposal would be opened next. Price Proposal of only those Bidders who qualify in the Technical Proposal evaluation would be considered for opening and further evaluation.

18. Bid Evaluation Process:

BHEL will examine the proposals to determine

- a) Whether it is complete in all respects
- b) Whether it is duly signed
- c) Whether it is generally in order

BHEL may waive any minor non-conformity, or irregularity in a proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the bidding process. Prior to the detailed evaluation, BHEL will determine whether the proposal is substantially responsive conforming to all terms and conditions, specifications and without deviations, exceptions, objections, conditions or reservations. A deviation, exception, objection condition or reservation will be


- a) One that limits in any substantial way the scope, quality or performance of the WAN
- b) One that limits, in any substantial way that is inconsistent with the tender, BHEL's rights or the successful bidders' obligation under the contract
- c) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive proposals.

If a proposal is not substantially responsive, it will be rejected by BHEL. Bidder will not be allowed to make any changes in the bid to subsequently make it responsive and conforming to the tender requirements.

BHEL's determination of responsiveness of the proposal will be based on the contents of the proposal and any written clarifications by the bidder, if sought for by the BHEL.

During the bid evaluation, BHEL may, at its discretion, ask the bidder for clarifications on its



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proposal. The request for clarification and response shall be in writing.

The evaluation of bid proposals shall be carried out on the basis of "Technical & Commercial Proposal" and "Price Proposal" submitted by the bidders.

The price proposal of only those bidders will be opened and evaluated whose technical and commercial proposals are found acceptable and substantially responsive.

Technical Evaluation will be based on the following:

- a) Completeness of functional requirements as given in the tender
- b) Technical requirements
- c) Project approach of the bidder

Bidders must quote for all the items of the tender. In case any item is not quoted the bid can be either treated non-responsive or else for non-quoted item highest rate quoted in the tender will be taken by BHEL to arrive at the total bid value. The decision to opt for either of above options will be of BHEL.

The Price Proposals of technically qualified Bidders shall be opened publicly in the presence of one representative each from the respective Bidders, who choose to attend. The name of the Bidder and the quoted prices shall be read aloud and recorded when the Commercial Proposals are opened.

BHEL will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

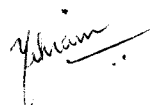
Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.


Price evaluation will be based on the following:

- a) 2 MBPS Circuit Port Charges for the locations covered.
- b) Last Mile Charges for all locations covered.
- c) End Equipment Charges for all location covered.
- e) Internet Bandwidth Charges.

19. Final Evaluation and Award of Work:

The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder has to present the required information to BHEL and its appointed representative on the date asked for, at no cost to the



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Purchaser. The Purchaser may at its discretion, visit the Network Operation Center or any of the premises of the Bidder, any time before the issue of Letter of Award. If required, bidder may organize visits/interaction with existing clients.

The bid with the lowest liability on BHEL shall be considered for Contract award. BHEL does not intend to Negotiate. Therefore bidders are expected to give their best offer in the first instance itself.

The successful bidder shall be required to submit unconditional acceptance of Contract award and submit Security Deposit to BHEL in the manner as prescribed in **clause 12**.

20. Contacting the Purchaser:

Any effort by a Bidder to influence the Purchaser's bid evaluation, comparison or contract award decisions may result in the rejection of the bid.

21. General Instructions to the Bidders:

The cost of preparing a proposal, technical presentation and of visits to the BHEL Location / Sites (if any) is not reimbursable.

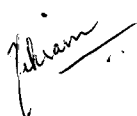
The remuneration, which the Successful Bidder shall receive from the contract, will be subject to normal tax liability in India.

All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

22. Confidentiality:

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.



At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection of the contract.

23. Banned Firms:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

24. Jurisdiction:

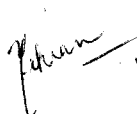
The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

25. Disputes:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

26. Clarifications:

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.



27. Current Scenario:

The present MPLS network (from M/s BSNL) is used for connectivity between BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB TO BHARAT HEAVY ELECTRICALS LIMITED, TRICHCHIRAPALLI unit and all other BHEL units. An illustrative schematic showing the existing network is described in Annexure-I.

28. Requirement:

The requirement is for link between –

1. BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Unit.

TO

2. BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHCHIRAPALLI Unit.

The connectivity is required from day one for proper and fast information exchange.


In this phase, the connectivity is required at location specified in Annexure-II. Bandwidth requirement will increase from time to time and CPE and last mile provisioned at the location should have the capability to support higher bandwidth without any hardware replacement. Orders will be placed as and when requirement is received.

29. Delivery & Projects Implementation Schedule:

Before placing order BHEL will provide location with complete address, contact detail, etc. to the service provider where 2 Mbps connectivity will be required. After receiving these details from BHEL, the service provider shall submit its feasibility report within 10 Days. After receipt of feasibility report, BHEL will place the order for the location on the service provider. The service provider shall ensure that the delivery of links is completed within 1 month from the placement of order. Delivery of link will consist of supply, installation, configuration and commissioning of all the products/equipment & the link itself, to make it up and running. If, however the service provider fails to deliver the link within 1 month of placement of order, penalty for late delivery will be levied on the service Provider as per Clause 30.

The service provider must assign a competent project manager for the installation and commissioning work. Also, a Time Bar chart indicating starting and completion of dates of each activity, i.e. Supply, Installation, and acceptance, etc. shall be submitted immediately after BHEL places the order for link establishment.



 BHEL GOINDWAL	TERMS AND CONDITIONS FOR POINT TO POINT CONNECTIVITY FOR THE CONTRACT PERIOD OF ONE YEAR (Tender Enquiry No. IT-1213-01 Dated: 10-09-2012)
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30. Penalty on Late Delivery:

If the service provider fails to provision and commission the 2 Mbps link at BHEL location with the stipulated 1 month period after the placement of order, a late delivery charge @ 0.5% per week, subject to a maximum of 5% of annual link charges, will be levied on the service provider on the delayed link. However, if the delay is due to any reason on BHEL's account, like non-readiness of the site or site-office, then that delay will not be counted on service provider's part.

If the service provider fails to deliver the link 3 months after the placement of order, BHEL reserve the right to invoke the risk purchase **Clause 31** as per provisions of the contract.

31. Risk Purchase:

If the service provider fails to deliver link within 3 months of placement of order by BHEL, or fails to rectify the problem recurring for more than 2 months, BHEL reserves the right to hire that link or service from market on service provider, cost and account.

32. Limitation of Liability:

The service provider liability will be limited to the scope of this contract only.

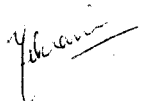
33. Commitment Period:

The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract. Bidder should quote the minimum and maximum period he will take to install/operate the link at site. The supply shall actually be deemed to have been completed on the actual date of installation.

34. Terms Of Payment:

BHEL will not make any advance payment. Payment will be made on **Quarterly** basis in arrears 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 data basis in the following manner.

- The service provider shall commission links at both end in the first go.
- The start date for the payment of lease charges for the link will be taken as per actual acceptance date, not earlier than the acceptance date for link at both end locations.
- Payment for the first and last quarter will be made on a pro rata basis for all the link.



- Payments of charges for any subsequent orders or links will start from the date of acceptance of those individual links.
- The payment period (quarterly) will be measured from the date of acceptance by BHEL. Calendar quarter will be taken as quarter for payable charges.
- Payment will be made in Indian Rupees only.
- Payment shall be made after receiving the receipt of invoice for the Quarter in Triplicate from the Service Provider, for which the payment is to be made or is due.
- The payment will be made after 30-45 days period of the receipt of invoice or after 30-45 days of the quarter (for which the payment is to be made or is due), whichever is later.

35. Taxes:

BHEL will pay direct applicable taxes only. The service provider shall clearly specify the current applicable direct taxes and their current rates. Any taxes currently applicable but not specified in the offer by the service provider will not be paid by BHEL.

36. Change in Taxes:

In case there is any change in applicable Direct Taxes during the validity period of the contract the same shall be to BHEL account.

37. Force Majeure:


The service Provider shall not be responsible for delay resulting from acts/events beyond his control provided notice of the happening of any such net/event is given by the service Provider 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.

38. Termination:

The Purchaser can terminate the Contract by giving Bidder **30 day's** notice in writing on the happening of the following events:

- a) The Bidder becomes the subject of bankruptcy, insolvency, reorganization, receivership or other similar proceedings.



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- b) A breach by the Bidder of its obligations here under and such breach not being rectified by the Bidder within **21 days** of receipt of the Purchaser's notice intimating such breach.

Upon termination, the Bidder shall surrender all the data and materials belonging to the Purchaser.

Upon termination of this Agreement, the Bidder shall be entitled to all undisputed sums that are due for services rendered prior to the date of termination. In the event of such termination, the advance payment (If any) for the unutilized period paid to the Bidder shall be refunded to the Customer on pro rata basis.

39. Purchaser's Rights:

The purchaser reserves the right to make changes within the scope of the contract in following respects at any point of time.

BHEL may at any time by a written order given to the Service Provider, make changes within the general scope of the contract in any one or more of the following during the contract period:

- Change in location address for provisioning of services.
- Change in bandwidth required at any location or across all the locations.
- Change in QoS parameters at the location.
- Addition or surrender of links and end equipment due to opening or closing of location.

40. Insurance:

The equipment supplied by the service provider under the contract shall be fully insured by the service provider against any loss, theft, damage etc. during transportation, storage, delivery, installation and operation for the entire period of the contract.


41. Sub-Contracting:

The service Provider shall not sub-contract the services without written consent from BHEL. Further BHEL shall not be liable for making any payments to the sub- contractors.

42. Merger & Acquisitions:

In case of mergers and acquisitions of the bidder company, all the contractual conditions and obligations shall automatically get transferred to acquiring company / entity and acquiring company must assume all the obligations of the contract till the end of the contract period.



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43. Bankruptcy:

If the Bidder becomes bankrupt or have a receiving order made against him or compound with his creditors or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BHEL shall be at liberty:

- a) To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.
- b) To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BHEL.

44. Network Design requirements:

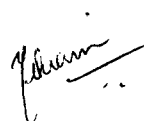
The service Provider shall provide the 2 Mbps data circuit from **BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB TO BHARAT HEAVY ELECTRICALS LIMITED, TRICHCHIRAPALLI Unit**. The network connectivity shall be a highly secure, scalable and resilient. There should be enough free bandwidth available in the backbone of service provider network so that no choking of the networks takes place. The service provider shall share on request, with BHEL, the current network bandwidth utilization.

The network should provide low end-to-end latency and packet loss for response and performance should be a good.

45. Scope of work:

The scope of work includes but is not limited to the following:

- Provisioning of **2 Mbps Line** as per requirement with the necessary hardware and software for **one year period**, which can be extended if required by BHEL for the period of **maximum 3 years**.
- Provisioning of Last Mile from BHEL location to the Service Provider's nearest POP. The last mile could be on fiber, copper or RF provided SLA parameters and scalability provisions as per tender enquiry are fully met. BHEL will provide Ethernet Port in its switches for termination/ connection of CPE equipment at its location.
- Termination, Configuration & Commissioning of the links.
- The 2 Mbps bandwidth must be exclusively dedicated for BHEL.
- The service provider shall maintain both sides the link during the contract period.
- BHEL will provide only space & power supply for end equipment's like router, modem etc., at both locations. If the said equipment is installed inside computer room at such location so BHEL will provide UPS power supply to the said equipment at BHEL locations.



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46. **Functional Requirements:**

The proposed network should have following features.

46.1. Policy based QoS:

The proposed network should provide policy based quality of service (QoS). It should also provide different class of services for each type of traffic. Critical applications like ERP should get priority over less critical application. Priority of applications and bandwidth to be dedicated for each application would be communicated at the time of implementation.

46.2. Network Security:

The network should have safeguards and security against unauthorized access. Both locations should be authenticated before joining the network and transmitting the data.

46.3. Network management & support:

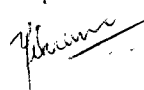
The service provider shall do proactive monitoring and fault of the network on an end to end basis remotely from its own network operation center (NOC) and provide the following links wise report of the end of each quarter and as and within required or asked by BHEL.

- Link downtime/ uptime report.
- Bandwidth utilization report of both sides the links.
- Average latency report of all the links.
- Packet loss reports per link.
- Network availability report as per as SLA parameter.

46.4. The service provider shall allocate to BHEL, one user ID and password for web access to monitor in real time all networks statics and report as mentioned above.

46.5 The service provider shall maintain and provide on sides support for the entire contract period on any hardware /software provided for the delivery of the service under this contract.

46.6 The service provider shall have back-to-back agreement with the OEM of the hardware/software for warranty and support for the complete contract period so that services are delivered smoothly.



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46.7 The service provider shall assign a program manager for effective functioning of the links. He shall conduct a monthly review meeting over VC with regional head quarter regarding performance of the link.

47. Service Level Agreement (SLA):

The proposed network will be used extensively for data exchange between BHEL, IVP Goindwal to BHEL, Tiruchchirappalli. **The service provider shall provide support on 24x7x365 basis for the point to point connectivity link.** The service provider shall ensure that the following SLA parameters are met:

a. Network Availability and Performance:

Service provider shall monitor the state of the link 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:

SL NO.	Service Level Parameter	Minimum BHEL Requirement Per Month
1.	Uptime For internet Links	99.5%.
2.	Maximum packet Loss per link	1.00 %.
3.	Maximum Latency (Round trip time) between each location and primary hub	85 ms.
4.	Proactive Notification through Email or SMS in case of service outage	15 minutes.

The "Uptime" includes both link uptime as well as the end equipment's (CPE) uptime.


The Downtime/Outage is the period of unavailable time which begins when one of the following situations arises.

47.1 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 vendors helpdesk, which is earlier. Complaint can be closed after getting concurrence from the respective location.

47.2 Any repair work or maintenance work due to the equipment failure or circuit failure provided by service provider during the contract period shall be in the account of Service provider, BHEL shall not be liable for any cost or payment whatsoever in this matter to the Service provider.



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47.3 The CPE (including switch, router, MUX/DLC etc.) hardware level failure:

The service providers NOC should automatically get the alert. The downtime will start from the moment alert was recorded by NOC or after BHEL logs. The compliant at vendor's helpdesk, whichever is earlier. Time will be recorded from that point on words till the point compliant is resolved. This duration will be treated as outage.

47.4 Degradation in service due to high latency or packet loss:

If latency of particular link is more than or equal to 85 milliseconds (ms) continually for more than 2 hours, then the link will be considered as down. The link will be considered up only when the link gives up a latency of less than 18ms continually for more than 60 minutes. Latency will be measured by ping response from the side CPE to the data center (primary location) CPE.

However, if the higher latency is due to congestion (over-utilization, i.e., more than 100% utilization of last mile), then the link will not be considered down and know penalties will be levied. The service provider shall substantiate the over-utilization of the last mile with relevant reports.

If the packets loss of the 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 60mins.

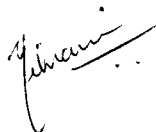
47.5 Computation of Availability:


Availability of service shall be assessed by the following formula:

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

Maximum available time = No. of Days * 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 hour in advance subsequent approval /acceptance should be taken from BHEL.



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48. Penalty for SLA non-conformance:

Network availability (SLA compliance) will be calculated on monthly basis at the end of each quarter and penalties for noncompliance will be deducted from the quarterly rent charges. The penalty will be calculated per link basis as per the following formula:

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

Where:

F= multiplication factor as per table given below

R = Rental charges per min.

(I.e. quarterly rental charges/total no. of min in the quarter)

D= downtime in min.

Multiplication factor Table:

S. No.	Uptime %	Multiplication factor(F)
1.	>99.50	0.00
2.	<99.50% & >=98.50	1.00
3.	<98.50% & >=97.50	1.5
4.	<97.50% & >=96.50	2.00
5.	<96.50 & >=95.00	2.50
6.	<95.00	3.00

Note: Service provider shall ensure that, under no circumstances, service shall be down for:


- i. More than 3 hours at the stretch in a single day (24 hours) at the Location.

For each such instance where downtime is more than the above limits at a stretch, the downtime minutes will be doubled while calculating the total uptime for the period.

49. Availability of Spares:

The service provider shall maintain sufficient spares for SLA compliance. If any spares are required to be stored at BHEL premises for proper SLA compliance, the service provider shall do so and when required.



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50. Training:

The service provider shall provide half day handholding training on basic operations of the network and associated devices at sites where link will be set up, which includes but is not limited to the following.

- Identifying BoM and understanding inter-connectivity of cables.
- Switching the power of equipment's ON and OFF.
- Link status identification.
- Usage of 'ping' and 'trace route' utility.
- Call logging /resolution procedure.
- View the link usage statistics.

51. Technical specification:

All the hardware supply by the service provider shall be new, industry – grade and of state of the art technology. The minimum specification required by BHEL has been given in various annexures. However, if the bidder feels that the given specifications will not be enough to meet the SLA and performance requirements, then the bidder shall offer higher specification or models. Also at no point of time should be router resources like CPU, Memory, Interface buffers, etc., show more than 50% utilization averaged over 5min. during the course of the contract, if the said router is showing more than 70% utilization of CPU or RAM constantly for 15 days, the service provided shall upgrade or replaced the router on it is own without any commercial implication to BHEL. The upgrade or replacement should be carried out within 15 days of notice issued by BHEL in this in this respect. After, upgrade /replacement, the service provider shall ensure that utilization of router resource is less than 50%. The minimum specifications for all devices are as follow:

51.1. Modem:

The bidder must provide technical details (make, model, features, capacity, and technical literature) about the modems/equipment to be used for the last mile and backup last mile links at each location based on proposed last mile.

All leased lines modems should be 2 Mbps or more and should be capable of supporting last mile distances and requisite bandwidth keeping in mind future scalability.

Provide details about the proposed equipment supported by detailed technical brochures.

All media, manuals (installation, maintenance, service & support, troubleshooting), accessories required for commissioning and operations (cables, connectors, keys, etc.) should be provided. Provide a list of all media, manuals, and accessories that will be provided.





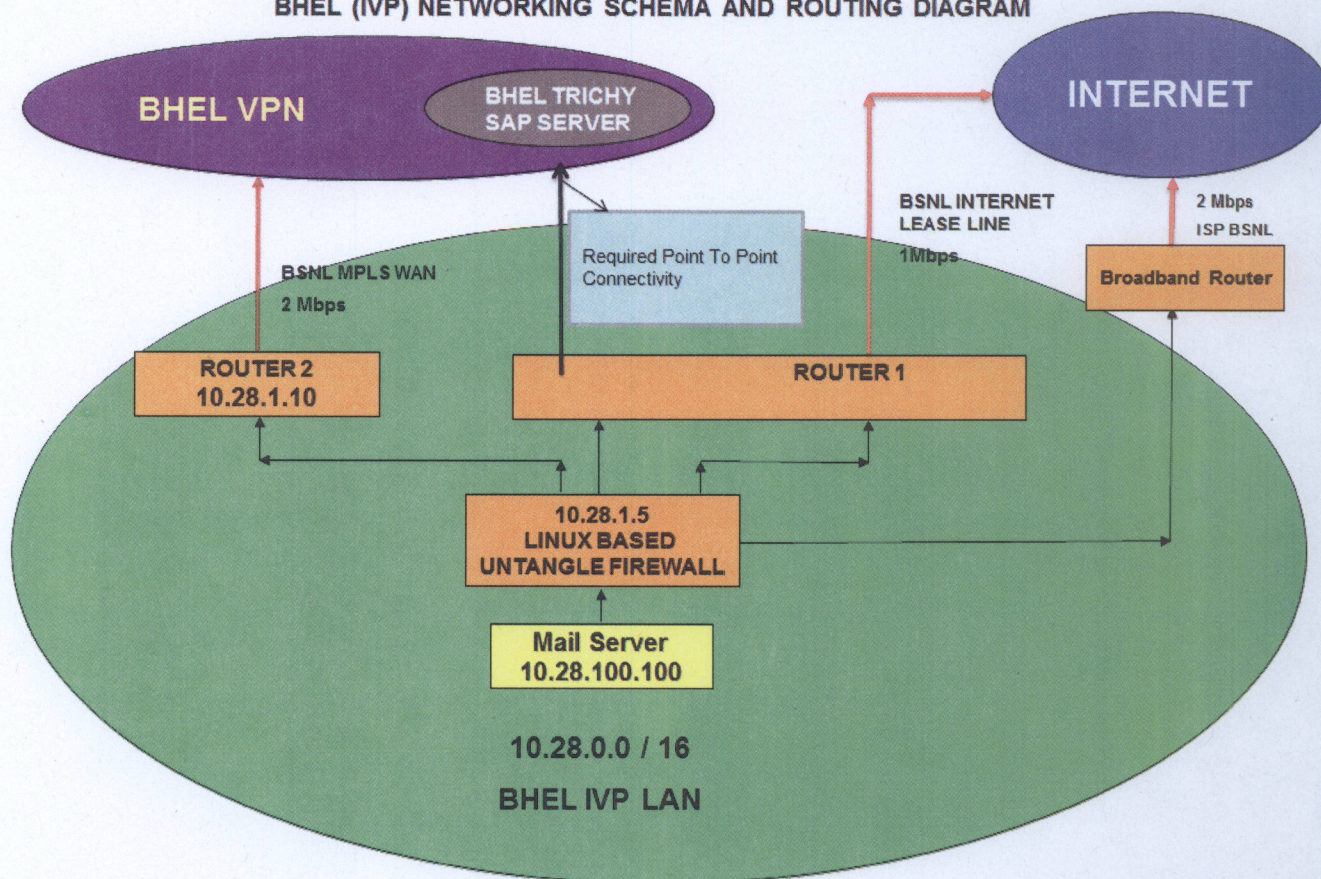
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Annexure-I

ANNEXURE I

BHEL (IVP) NETWORKING SCHEMA AND ROUTING DIAGRAM



[Handwritten Signature]

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Annexure II

List of Locations:

Complete Address –

- 1.) Industrial Valves Plant,
 Bharat Heavy Electrical Limited
 433, Industrial Complex,
 Goindwal-143422,
 District Amritsar
 Punjab


Contact Person-

- 1.) Mr. Vishal Devgon
 Manager (IT)
 Email- vishal@bhelivp.in
 Phone – 01859-224623
- 2.) Mr. Vikram Singh Rathore
 Engineer Trainee (IT)
 Email- vrathore@bhelivp.in
 Phone - 01859-224688

- 2.) High Pressure Boiler Plant & Seamless Steel Tube Plant,
 Bharat Heavy Electrical Limited
 Tiruchchirappalli – 6200014
 Tamilnadu

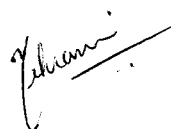
Contact Person -


- 1.) Mr. D. Varatharajalu
 Manager (IC)
 Email- rajalu@bheltry.co.in
 Phone- 0431-2577708

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CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN THREE PARTS BIDS

S. No.	Document	Status
1	Envelope should contain - EMD as Demand Draft (DD) in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib only or Proof regarding Exemption of EMD	Sealed envelope marked as Part-I "EMD/Exemption of EMD" Yes, Sealed
2.	Techno-commercial bid sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Techno- commercial Bid" Yes, sealed
3.	Price Bid sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-III "Price Bid" Yes, sealed
3.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes



Annexure III			
BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB Techno Commercial Bid			
Annexure to Enquiry No. IT-1213 - 01		Dated - 10/09/2012	
Service: Point to Point Connectivity from BHEL IVP Goindwal to BHEL Tiruchchirappalli.			
S.No.	Service	Description	Per Quarter Rates in Indian Rupees, FOR Goindwal Sahib
			In Fig. In Words
1	2 Mbps Circuit Bandwidth Charges, Hardware Charges and Local Loop Charges.	2 MBPS Point to Point Connectivity Bandwidth Charges from BHEL IVP Goindwal to BHEL Tiruchchirappalli Payment per Quarter. Modem Services and Software Service Charges Required to Establish Purchased Bandwidth Price to be quoted per Quarter (Here, modem and software service charges should be quoted not the equipment cost, service provider will take all the equipments and softwares provided after the contract period is over). One Time Charges of Installation, Configuration, Training Charges and any other charges for the Complete Contract Period to be paid per quarter.	Please refer to Price Bid Please refer to Price Bid
SERVICE TAX (mention in % if applicable)			Pl. clearly mention
Validity of offers (As per BHEL terms 60 days validity is required)			Pl. clearly mention
Any other Taxes Applicable			Pl. clearly mention
Delivery terms (FOR Goindwal Sahib)			Pl. clearly mention
Payment Terms - Quarterly Basis			Pl. clearly mention
We accept all terms and conditions of the Tender Enquiry No. IT-1213-01 and Techno Commercial Bid and except price in price bid, everything else shall be considered invalid.			
<div style="text-align: right;">  Authorised signatory with seal </div>			

Annexure IV				
BHARAT HEAVY ELECTRICALS LTD IVP, GOINDWAL SAHIB PRICE BID				
Annexure to Enquiry No. IT-1213-01 Service: Point to Point Connectivity from BHEL IVP Goindwal to BHEL Tiruchchirappalli.		Dated - 10/09/2012		
S.No.	Service	Description	Per Quarter Rates in Indian Rupees, FOR Goindwal Sahib	
			In Fig.	In Words
1	2 Mbps Circuit Bandwidth Charges, Hardware Charges and Local Loop Charges.	2 MBPS Point to Point Connectivity Bandwidth Charges from BHEL IVP Goindwal to BHEL Tiruchchirappalli Payment per Quarter. Modem Services and Software Services Required to Establish Purchased Bandwidth Price to be quoted per Quarter (Here, modem and software service charges should be quoted not the equipment cost , service provider will take all the equipments and softwares provided after the contract is over) . One Time Charges of Installation, Configuration, WPC and Clearance Charges, Training Charges and any other charges for the Complete Contract Period to be paid per quarter.		
Authorised Signatory with seal				

