



BHARAT HEAVY ELECTRICALS LIMITED

भारत हैवी इलेक्ट्रिकल लिमिटेड

CORPORATE INFORMATION TECHNOLOGY

NOIDA

बीएचईल एच.आर.डी.आई नोएडा 201301 फोन नं 0120-2510505

BHEL HRDI NOIDA 201301 Phone No. 0120- 2510505

TENDER NOTICE

Ref. No.: AA:CIT:P31:ILL

Date: 28th February 2012

M/s -----

Dear Sirs,

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

Sealed quotations are invited for providing “**Internet connectivity through leased line**” as per specifications detailed under “**TECHNICAL SPECIFICATIONS**” and terms and conditions as enclosed. Firm offers should be submitted in TWO parts as detailed in relevant sections. Both the parts should be individually sealed and superscribed indicating Part No. as required and enclosed in the main cover duly sealed and superscribed.

Before preparing the bids, please see the details in various Sections and enclosed Annexures.

Please note that the sealed tenders will be received by us up to **12:00 hours on 21.03.2012** Techno Commercial Bids (Part-I) will be opened at **15:00 hours on 21.03.2012** in the presence of such tenderers and /or their authorized representatives who choose to be present. The representative should be the same person who has signed the documents or his authorized representative with an authorization letter. There shall not be any overwritten figures in document. All cuttings should be duly signed by the authorized person submitting the offer and should be rewritten in figures and words both. Bidders are required to come prepared for technical clarifications on the opening day. The Price bids (Part-II) may be opened on the same day after discussions/clarifications, if any. **BHEL takes no responsibility for delay, loss or non-receipt of tender documents sent by post and also reserves the right to accept or reject any or part of the tender without assigning any reason thereof.**

Tender should be sent to the office of:

**AGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex,
Plot No. 25, Sector – 16A, NOIDA (UP) 201301**

With regards
For **Bharat Heavy Electricals Ltd.**

(Ashwini Kumar)
AGM (IT-Purchase)
Tel No.: (0120) 2510505
Email : ashwini@bhel.in

बीएचईल एच.आर.डी.आई नोएडा 201301 फोन नं 0120-2510505

BHEL HRDI NOIDA 201301 Phone No. 0120- 2510505

BHARAT HEAVY ELECTRICALS LTD
(Govt. Of India Undertaking)
Corporate Information Technology
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P. – 201301
Telephone no.: (0120) 2510505, Email: ashwini@bhel.in

1. REQUEST FOR PROPOSAL

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 “**16Mbps (1:1) Internet connectivity through leased line**” **BHEL House, Siri fort New Delhi** for a period of TWO years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL & PRICE.

ELIGIBILITY CRITERIA

1. The bidder should have valid ISP License. (DOT License has to be provided).
2. 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 will be on Ethernet port.
3. The bidder should have the office at Delhi-NCR locations.
4. The bidder should have its own Network Operating Center (NOC) for 24x7 monitoring of the network to ensure uninterrupted services.
5. Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year should be at least Rs.4.32 lakhs.
6. Bidder should have experience of having successfully completed implementation of Internet connectivity on Lease Line of minimum 2Mbps (or more) bandwidth on OFC during last 7 years (ending last day of month previous to the one in which applications are invited) in Delhi/ NCR. Bidder should fulfill either of the following: -Three similar completed works* costing not less than the amount equal to Rs.5.76 lakhs **OR** Two similar completed works* costing not less than the amount equal to Rs.7.2 lakhs **OR** One similar completed work* costing not less than the amount equal to Rs.11.52 lakhs. [**Note:** * Details (Purchase Orders, Completion certificates, Certificate of satisfactory performance) of the similar works completed to be provided].
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.
8. Bid can be submitted by a service provider only. Consortium shall not be allowed to bid for the project.

2. GENERAL INSTRUCTIONS FOR THE BIDDERS

- 2.1 Tender documents (non-transferable) will be available from **Wednesday 29th of February 2012** between 10 AM to 3 PM from AGM (IT Purchase), Corporate IT, 2nd Floor, HRD & ESI Complex, Plot No. 25, Sector 16A, Noida, U.P. 201301.
- 2.2 Last date of submission is 12:00 Hrs on **Wednesday, 21st of March 2012** and technical bids shall be opened at 15:00 Hrs. on **Wednesday, 21st of March 2012**.
- 2.3 Earnest Money Deposit (EMD) for the tender is Rs.40,000/- (Rupees Forty Thousands only).
- 2.4 EMD is to be submitted through Demand draft.

3. INSTRUCTIONS & 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, Siri Fort, New Delhi-110 049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Leasing of Equipments / Services in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

3.2 INTERNET LEASE LINE REQUIREMENT

BHEL, Corporate Office, located at BHEL House, Siri fort, New Delhi 110049, requires 16Mbps (1:1) Internet Bandwidth through Internet Lease Line (ILL) as per the details enclosed herein. The Term 'ILL' or 'Internet Leased Line' used hereafter shall mean Internet Leased Line Bandwidth 16MBPS (1:1) including last mile on OFC and 16 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, Siri Fort Road New Delhi. It also includes integration with BHEL's Router & Firewall, providing 64 IPV4 IP addresses & /64 IPV6 addresses, reverse DNS entry on provider's IP addresses, Routing of BHEL's APNIC provided IP series for the entire contract period of 2 years and any extensions, thereof.

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 clarifications, as per **Clause 3.11.3** 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, as 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/ Bank Draft of Rs.40,000/- (Rupees Forty Thousands only) in favour 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 enclosed format.
 - iii. Checklist of PRICE BID (Un-priced Copy) as per enclosed format.
 - iv. Enclosures as required in respect of Eligibility Criteria

PART-II: PRICE BID

Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). 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 actual, subject to documentary evidence.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions 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:

**AGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301
Telephone no.: (0120) 2510505
Email: ashwini@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 12:00 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" in Part-I of the offer as per sample enclosed.

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 clarifications on such items and will be free to reject the tender summarily.
- 3.11.2 No change in specifications, clauses of contract, Terms and 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.

Any clarification pertaining to this tender can be obtained in person only from:

AGM (IT-Purchase)
Bharat Heavy Electricals Limited,
CIT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301

on all working days of BHEL from **02.03.2012 to 17.03.2012** between **14:00 hrs to 16:00 hrs**. Bidders are requested to seek appointment on telephone no. **0120-2510505** prior to visiting BHEL for seeking such clarifications. After the above period, no queries in respect of this tender enquiry will be entertained by BHEL.

- 3.11.4 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.
- 3.11.5 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves 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.
- 3.11.6 Late bids shall be summarily rejected.
- 3.11.7 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.
- 3.11.8 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.
- 3.11.9 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected.
- 3.11.10 Non-compliance with any of the requirements and instructions 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 values will be considered for ordering.
- 3.12.2 Though offer of higher warranty/configuration/rating, than 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.

4.0 COMMERCIAL 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 14 manufacturing divisions, 8 Service centers and 4 power sector regional centers, 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 3rd 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.

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:

Shri Sharad Srivastava
Sr. Manager (IT)
3rd Floor, CIT, BHEL-Asiad/ Khelgaon,
New Delhi- 110049.
Phone: 011-66337476; E-mail: sharad@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 2 year will be considered as L1 bidder for Internet Leased Line Bandwidth 16MBPS (1:1). It includes last mile on OFC and 16 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).

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

4.8 BANK CHARGES

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

4.9 PENALTY FOR LATE DELIVERY

For the delay in delivery, penalty shall be levied at the rate of **1.0% per week (or part thereof)** subject to maximum of **5% 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.

4.10 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 that 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:

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

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 there from.

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) etc., 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 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 the 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. This will be submitted along with the Performance Bank Guarantee (PBG) of the value of 10% of the total contract value.

The PBG will be from Schedule Banks/ Public Financial Institutions as defined in the Companies Act.

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

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).

5.0 TECHNICAL & FUNCTIONAL REQUIREMENT

BHEL intends to setup a 16 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 fiber circuit etc.
- 5.2 Providing dedicated Internet Port of 16 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 Firewall ASA 5200 & router.
- 5.5 Sustainance 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 ie Dual Stack. Internet IP Addresses for both IPV4 (64 Numbers) & IPV6 (/64 numbers) are to be provided
- 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 BHEL currently has 202.41.33.0 to 202.41.64.0 series from APNIC and currently these are routed to BHEL through VSNL/Tata Communications at Delhi. Bidder has to ensure that these IP segments in totality or partially as required to be routed on the circuit being procured shall be routed by them in coordination with requisite agencies. This needs to be made up within a week of BHEL request without any extra charges.
- 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 for 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 modem, battery etc. and Router, 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.
- 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 successful Bidder's responsibility to interface the circuit with existing available Cisco Router & ASA 5200 firewall by making requisite configuration on the same.

6.0 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 was detected during the ATP.

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CIT:P31:ILL dated 28th February 2012**. 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: _____

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ANNEXURE - II

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

Annexure - III

Internet Bandwidth Charges

		(A)	B = A*4	C = B*2
Bandwidth (Mbps)	Quantity	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 2 years of contract period
16 MBPS	1			
Total Charges for 2 years (for evaluation purpose) (=C)				
Rate of Service Tax @ = _____ %				

Note:

- a)*** ***‘ILL’ or ‘Internet Leased Line’ shall mean Internet Leased Line Bandwidth 16MBPS (1:1) including last mile on OFC and 16 MBPS 1:1 Internet port and bandwidth from ISP and any hardware, software, including Warranty & Maintenance Support etc at BHEL House, Siri Fort Road New Delhi. It also includes integration with BHEL's Router & Firewall, providing 64 IPV4 IP addresses & /64 IPV6 addresses, reverse DNS entry on provider's IP addresses, Routing of BHEL's APNIC provided IP series.***
- b)*** ***The above charges are including all taxes, excluding service tax***