

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/241
REF. DATE	13/09/2016
DUE DATE	29/09/2016

To,
Open Tender

Dear Madam/Sir,

Subject: Supply, installation and maintenance of 16 MBPS (1:1) Internet Bandwidth on fiber for BHEL-PEM NOIDA for a period of 2 years

Please upload your best quotation/offer on <https://bheleps.buyjunction.in> in two parts (part 1: Techno- Commercial bid & part 2: Price bid- in EXL FORMAT) before the above mentioned Due Date and time i.e. 29/09/2016 & 10:00AM .

SCOPE:

Supply, installation and maintenance of 16 MBPS Internet bandwidth on Fiber for a period of 2 years for BHEL-PEM Noida (as details mentioned at Technical specification- enclosed)

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). Taxes and duties will be payable on actual basis as per Govt. Guidelines prevailing at the time of billing.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc. and shall remain firm without any variation till completion of the contract.

DELIVERY: The ATP for this project to be successfully completed within **8 weeks** of placement of PO/WO/LOI.

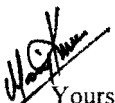
BID SUBMISSION:

In two parts

[PART 1: TECHNO COMMERCIAL BID, PART 2: PRICE BID]

Please sign and stamp and submit all the pages of tender documents along with the bid as a token of acceptance.

Thanking You,


Yours faithfully,
For and on behalf of BHEL

Manoj Kumar
BHEL PEM, Noida

Please reply to: manojkumar@bhlepem.co.in Phone:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A Fax No:

Regd. Office:
BHEL House Siri
Fort, New Delhi



SUBMISSION OF OFFER

Dated:13/09/2016

From:

M/s -----

To

SDGM (IT)/ Dy. Manager-CMM/ Engineer (IT)

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “16 MBPS (1:1) Internat Bandwidth on fiber for BHEL-PEM, Noida for a period of 2 years ”

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Earnest Money Deposit in the form of DD/Pay order payable to Bharat Heavy Electricals Ltd. for an amount of ₹ 20,000/- (Twenty Thousand Only) is enclosed. Our offer shall remain valid for acceptance for a period of 6 months from due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----



Tender Document

For

**“16MBPS (1:1) Internet bandwidth on fibre for BHEL-PEM Noida
for a period ofn 2 years ”**

Tender Ref. No. : PE-LPE/241

Dated : 13-09-2016

Last Submission date of tender enquiry: - 29-09-2016

Due date for opening of bid on : - 29-09-2016

Contact Persons:

For Technical clarification

1. Mr. Rajiv Hajela, SDGM (IT)
E-mail: rhajela@bhhelpem.co.in

Telephone: 0120-436-8836
Mob: 9650194196

2 Mr. Sanjay Singh/ Engineer (IT)
E-mail: sanjaysingh@bhhelpem.co.in

Telephone: 0120-436-8697
Mob: 9899095970

For Commercial clarification

Mr. Manoj Kumar, Dy. Manager (CMM)
E-mail: manojkumar@bhhelpem.co.in

Telephone: 0120-436-8700
Mob :9873862877

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301. Uttar Pradesh (INDIA).

Last time & date of Submission: 10:00AM , 29/09/2016

**Subject: -Tender in response to your invitation for “procurement of 16MBPS (1:1)
Internet bandwidth on fiber for 2 years for BHEL-PEM Noida”**



Dear Sirs,

We are pleased to invite your tenders for the subject service. Instructions to bidders & the terms & conditions of the tender are mentioned below:-

Annexure-1

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as "**Purchaser**", which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer 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. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender. Average Annual financial turnover during the last 3 years ending 31 March of the previous financial year should be at least Rs.1,72,500/-



3.0 **PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

Tenders shall be accepted in 2 parts [Techno-commercial bid & Price bid –EXL FORMAT] on or before the due date **(29/09/2016)** indicated in the Enquiry letter, by **10:00 AM** through m- junction's e-procurement system.

3.1 **E-PROCUREMENT**

The offer shall be submitted by the vendor through e-procurement system. The vendor to upload the offer on <https://bheleps.buyjunction.in>

Contact person in case of problem in uploading the tender :

1. Helpdesk no 033-66011717 ,
2. Mr Arijit Das, 09163348286,
3. Ms Rimi Ghosh Mob No . 09650044156]

3.2 **PART-I : TECHNO-COMMERCIAL BID**

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED' or 'Q'.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

3.3 **PART-II : PRICE BID**

Containing **PRICES** only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part, shall be ignored 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).

4.0 **BID OPENING**

- 4.1 **The offers may be opened on the due date and time as specified in the Enquiry Letter.**



5.0 VALIDITY OF OFFER

Offer shall be kept valid for **six months** from the due date, for Purchaser's acceptance.

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

9.2 **All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.**

10.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

11.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.

12.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

13.0 **The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:**

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.
- c) to award the work in part.



14.0 DELIVERY/COMPLETION PERIOD

The ATP for the project should be successfully completed within 8 weeks of placement of the LOI/PO.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

16.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a) If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

16.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.



16.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

16.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence).

17.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

18.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

19.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL websites (www.bhel.com & www.bhelpem.com) and CPPP website only. Bidders should regularly visit websites to keep themselves updated.

20.0 EMD:

The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.20,000/- along with the bid in cash/Pay Order or in the form of a Demand Draft/ in favor of "BHEL" payable at New Delhi.

EMD by the Tenderer will be forfeited as per Tender Documents if:

After opening the tender, the tenderer revokes his tender within the validity period

or increases his earlier quoted rates.

The Tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI contract is silent in this regard then 15 days after award of contract.

Bidder to provide cancelled cheque or EFT details (in the format attached with the tender documents).



21.0 SECURITY DEPOSIT: Successful bidder shall have to submit a security deposit in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." payable at New Delhi or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.

The rate of Security Deposit shall be as follows:

1. Up to 10 lakhs: 10% of the contract value(including the element of taxes and duties) .
2. Above 10 lakhs: 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs. (including the element of taxes and duties).
3. Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs. (including the element of taxes and duties).

The deposit shall be refunded after the successful completion of the contract. The security deposit shall not carry any interest. Security deposit shall be liable to be forfeited in case of breach/non-fulfilment of stipulations in contract by vendor.



COMMERCIAL TERMS AND CONDITIONS

- 1.0 **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.
- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 7.0 **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). Taxes and duties will be payable on actual basis as per Govt Guidelines prevailing at the time of billing.
- 8.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 9.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 **DELIVERY**: The ATP for the project should be successfully completed within 8 weeks of placement of the LOI/PO.
- 11.0 **VARIATION**: The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase



or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

12.0 INDEMNITY:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

13.0 CONFIDENTIALITY : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality 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 finalised during the course of execution of the order/contract.

14.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

15.0 FORCE MAJEURE : Seller/Contractor 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 Seller/Contractor 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.



16.0 TERMINATION OF THE ORDER/CONTRACT

- 16.1** The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.
- 16.2** Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the **risk and cost** of the Seller/Contractor.
- 17.0 PATENTS & TRADEMARKS** : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
- 18.0 SUB-CONTRACTING** : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

- 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, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.
- 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.
- 19.3** However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically



provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 21.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.**
- 22.0 JURISDICTION OF COURT :** The jurisdiction to decide any disputes in the Contract shall be at Noida under any circumstances.
- 23.0 SUBMISSION OF INVOICE :** All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301 for processing.
- 24.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201301, within 10 days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 25.0 RECOVERY OF OUTSTANDING AMOUNT :** In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
- 21.0 SECURITY DEPOSIT:** Successful bidder shall have to submit a security deposit in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." payable at New Delhi or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.



The rate of Security Deposit shall be as follows:

1. Up to 10 lakhs: 10% of the contract value(including the element of taxes and duties) .
2. Above 10 lakhs: 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs. (including the element of taxes and duties).
3. Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs. (including the element of taxes and duties).

The deposit shall be refunded after the successful completion of the contract. The security deposit shall not carry any interest. Security deposit shall be liable to be forfeited in case of breach/non-fulfilment of stipulations in contract by vendor.

EMD of the successful bidder can be converted and adjusted against the security deposit. The deposit shall be refunded after the expiry of the contract. The security deposit shall not carry any interest



Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	Class A ISP license / valid ISP, NLD or ILD from DOT	
2	Customers POs/ WOs copies	
3	Completion certificate for above POs/ WOs	
4	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
5	Copy of sale tax registration / service tax registration.	
6	Copy of PAN card.	
7	EMD (DD/Pay Order) amount of Rs.20,000/-	
8	EFT DETAILS OR CANCELLED CHEQUE	
9	No Deviation Certificate	
10	Declaration Certificate	
11	Un price Bid [quoted with "Q"]	



EXECUTED ORDER DETAILS

P.O./W.O. No. & Date (copy(s) to be enclosed)	
Completion certificate by the customers for above POs/WOs	
Name of the company/customer(s)(where similar similar services provided)	
Complete postal address of the customer	
Year of AMC services provided to customer	
Name and designation of the contact person of the customer	
Phone, FAX No. and Email address of the contact person of the customer	
Certificate from the customer regarding satisfactory performance of the device	

Signature with Seal



EMD DETAILS

EMD AMOUNT	Cheque/DD No.	Bank	Dated
Rs.20,000/-			

Handwritten signature



Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1) 2)
4	Cell No. of Contact Person	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the Party	1) 2)
8	PAN No.	



BIDDER'S COMPANY LETTER HEAD

No Deviation Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.



BIDDER'S COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. Copy of PAN card.
3. EMD Money.
4. Customers POs/ WOs copies and completion certificate
5. Class A ISP license / valid ISP, NLD or ILD from DOT.

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

**Vendor's E-MAIL
ADDRESS**

Authorised Signatory

Seal

**THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S
LETTERHEAD DULY ATTESTED BY YOUR BANKERS**



TECHNICAL PQR FOR 16 MBPS INTERNET BANDWIDTH

Bidder should fulfill the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

1. The bidder should be a Class A ISP license holder from DoT, Govt. of India and license shall be valid for the duration of the contract (Attach a copy of license).
2. The bidder should have acquired valid ISP, NLD or ILD License from DOT.
3. The bidder should have support facility in NCR/ Delhi region to provide 24x 7x 365 customer support (web based, telephonic and onsite support).
4. The bidder must have successfully executed at least one order of supply and maintenance of 16 MBPS Internet bandwidth during last 7 years, ending last day of the month previous to the one in which application/offer are invited (i.e. due date of bid submission) , value of which must be at least Rs.4,60,000/-

OR

The bidder must have successfully executed at least two orders of supply and maintenance of 8 MBPS Internet bandwidth during last 7 years, last day of the month previous to the one in which application/offer are invited (i.e. due date of bid submission), value of which must be at least Rs.2,87,500/-

OR

The bidder must have successfully executed at least three orders of supply and maintenance of 6 MBPS Internet bandwidth during last 7 years , last day of the month previous to the one in which application/offer are invited (i.e. due date of bid submission) value of which must be at least Rs.2,30,000/-

PRICE FORMAT FOR 16 MBPS - (1:1) Internet Bandwidth on fiber for a period of 2 years for BHEL-PEM -NOIDA

Item description	Qty	Quarterly Charges(Rs) (A)	Quarterly Taxes/Duties(Rs) (B)	Total Quarterly Charges(Rs) C = (A) + (B)	No. of Quarters	Total Charges (Rs) E = C x 8
16 MBPS (1:1) Internet Bandwidth on fiber for a period of 2 years for BHEL-PEM NOIDA						

TOTAL CHARGES IN WORDS (Rs): _____

Signature with Seal of the bidder

15

BHARAT HEAVY ELECTRICALS LIMITED



**TECHNICAL SPECIFICATIONS
FOR
16MBPS (1:1) INTERNET BANDWIDTH ON FIBER FOR BHEL-
PEM
SPECIFICATION NUMBER: PE888S-1601 REV.00**

**PROJECT ENGINEERING MANAGEMENT DIVISION
PPEI BUILDING
HRDI & ESI COMPLEX
PLOT NO. 25, SECTOR 16A
NOIDA - 201 301**

Handwritten signature and date: 2-8-16

**TECHNICAL SPECIFICATIONS FOR 16 MBPS (1:1) INTERNET BANDWIDTH
ON FIBER FOR BHEL-PEM
SPECIFICATION NUMBER: PE888S-1601 REV. 00**

1.0 REQUIREMENT

BHEL-PEM at PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA requires 16Mbps (1:1) internet bandwidth on Fiber as per the details of the Service Level Agreement (SLA) stipulated here-under. This bandwidth shall be used by BHEL PEM users as a primary link.

2.0 LAST-MILE CONNECTIVITY

Last-mile connectivity is to be provided by the Service Provider and, the Service Provider should provide link on Fiber as the last mile in Ring.

3.0 DURATION OF THE CONTRACT

The contract shall be initially for a period of 02 years after which the same shall be extendable on mutually agreed terms and conditions.

4.0 EXISTING SET-UP AT BHEL-PEM

A network consisting of Windows 2008 / 2012 Advanced Server s/w based servers, nodes, switches, Intrusion Prevention System (IPS) network-interfaced LED and Inkjet plotters, laser printers etc. and various design, engineering, drafting and office application s/w already exists at BHEL-PEM. The bandwidth being obtained under this specification is required to be connected and compatible to the existing system. **For a detailed understanding of the existing hardware, software and networking environment at BHEL, the bidders should visit and acquaint themselves of the existing system. Bidder shall visit the site for complete appraisal and assessment of existing facilities and site requirement.**

Appointments for site visits may be taken from the following:

**Shri Sanjay Singh
Engineer (IT)
BHEL-PEM
First Floor, PPEI Building
HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA - 201 301.
Phone: 0120-4368697
Fax: 0120 - 4329026
Mobile: +919899095970
E-mail: sanjaysingh@bhhelpem.co.in**

Dharmendra
24-8-16

5.0 **EXISTING SET-UP FOR INTERNET ACCESS AT BHEL-PEM AND THE PROPOSED SOLUTION**

5.1 The existing set-up for Internet access existing in BHEL-PEM is given at Annexure-A. The proposed solution will remain same. The ISP has to terminate the new Internet line (on Fiber) on a Cisco make Router. This CISCO make Router shall be provided by BHEL. Bidder/ISP will have to configure this router. It shall be the vendor's responsibility to demonstrate the total solution after configuration of Cisco Router.

6.0 **IP ADDRESSES**

6.1 The Service Provider shall provide BHEL 16 nos. IPV4 and 16 nos. IPv6 globally valid IP addresses).

7.0 **INSTALLATION**

7.1 The vendor shall carry out total installation work as per the requirements of the complete specifications and instructions of Engineer to be nominated by BHEL to get the installation done.

7.2 Necessary power and communication cables for complete H/W installation including interfacing cables required for inter-connection of different equipment are in the scope of vendor and shall be supplied at no extra cost.

7.3 The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.

7.4 All 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 and to the satisfaction of the Engineer will be in the scope of the vendor and no extra cost shall be paid for the same .

7.5 The vendor shall provide (cost inclusive in the offer), skilled and unskilled labour, supervisory and administrative personnel, erection tools and tackles, equipment for erection, testing and commissioning and implements necessary for timely and efficient execution of the contract.

7.6 All materials being supplied or consumed during erection by the vendor in the process of erection work shall be of the best quality conforming to the relevant standards.

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8.0 **ACCEPTANCE TEST PROCEDURE (ATP)**

8.1 ATP shall be conducted by the Service Provider to establish that the connectivity and all hardware and software has been supplied by the vendor strictly as per the specifications and is in perfect working conditions as per the hardware and software manuals.

8.2 Once the 16 MBPS (1:1) Internet bandwidth on Fiber is fully installed and is made operational as per clause no 5.1, its operation and performance would be observed for a duration of 7 continuous working days. The ATP would start on a mutually agreed date and time after the preliminary observation of 7 days working days.

8.3 At least one representative of the Service Provider shall be present during the entire ATP. Vendor's representative should be capable of performing all tests, interpret the meaning of each diagnostic and satisfy BHEL representative(s) with satisfactory answers.

8.4 Following procedure would be followed during the ATP:

8.4.1 The complete system with all its hardware and software would be operated for 7 continuous working days on 8 and a half hours per day basis.

8.4.2 An overall availability of 99% would be ensured by the vendor 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%, 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 vendor.

8.4.3 During the physical verification, it would be established that all hardware and software have been supplied as per BHEL technical specifications.

8.4.4 All problems/deficiencies as pointed out by BHEL shall be immediately attended to by the vendor.

8.5 BHEL shall issue an ATP certificate on successful completion of ATP, provided that:

8.5.1 An overall availability of 99% has been achieved as per clause 10.3

8.5.2 No hardware or software problem/deficiency reported during the ATP is pending

Sharma
29-8-16



8.5.3 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.

9.0 **MODE OF PAYMENT**

Payment shall be released on a quarterly basis at the end of each quarter after the successful completion of Acceptance Test Procedure (ATP) outlined above subject to deductions as per clause no. 10.3.3 below.

10.0 **SERVICE LEVEL AGREEMENT**

10.1 **LATENCY**

Average Latency or round-trip delay (RTD) shall be averaged over 95% best measurement samples collected over the calendar month. The measurements are the response time to test sample ('ping') issued at interval of 5 minutes between designated network routers. The Service Provider shall ensure latency of not more than 350 ms.

10.2 **PACKET LOSS**

For a transmission taking place, packet loss would be defined as the number of packets lost divided by the total number of packets sent expressed as a percentage (%).

$$\text{Packet Loss} = \frac{\Sigma(\text{Number of Packets not returned})}{\text{Total number of packets sent}} \%$$

The Service Provider will use all the commercially reasonable efforts to minimize Excess Packet Loss.

After discovering or being notified by Customer of packet loss in excess of 6% ("Excess Packet Loss") based on the Service Provider's measurements between the two designated routers within the Network, the Service Provider will use commercially reasonable efforts to determine the source of such Excess Packet Loss and to correct such problem to the extent that the source of the problem is on our Network.

10.3 **UPTIME OF ISP NETWORK**

10.3.1 **SERVICE LEVELS COMMITTED**

The Service Provider shall maintain an Up-Time of **not less than 99%** of the total available time on 8 and a half hours per day basis on the Service

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Provider's National Domestic & International Backbone. The Up-time as above is to be maintained on a quarterly basis. If any equipment or leased line is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. For leased line or any equipment which is available for less than 99% during any quarter, deductions shall be made from its charges payable for that quarter. However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the vendor.

10.3.2 COMPUTATION OF AVAILABILITY

The availability (%) for the leased line during a given quarter shall be calculated as follows:

$$\frac{\text{Total working hours} - \text{Total down time in hours}}{\text{Total working hours}} \times 100$$

Total working hours = Total no. of BHEL working days during the period under consideration X 8 and a half.

Down time = Hours for which the leased line is not available only during BHEL working days from 9 AM to 5:30 PM.

Total down time = Cumulative down time for during the period under consideration.

10.3.2.1 Downtime breaks comprising of a continuous break in services for 15 minutes or more shall only be considered. Breaks with durations of less than 15 minutes shall be disregarded in computing the downtime.

10.3.2.2 The downtime shall not include the time granted to ISP for the purpose of modifications/ up-gradation on the Network. The downtime calculation shall not include the downtime for less than 15 minutes for each time of occurrence, i.e. any downtime of less than 15 minutes shall not be included while computing the downtime.

10.3.2.3 The planned downtime activities due to the purpose of modifications / up-gradation on the ISP network, will be intimated to BHEL 24 Hours in advance.

10.3.2.4 The uptime percentages will be calculated upto two decimal points, e.g. 98.87%.

10.3.2.5 Vendor's representative shall submit to BHEL a service sheet after each occasion on which the leased line is not available for more than 15 minutes at a stretch. The call sheet shall serve as the basis for calculation of up/down time.

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10.3.3 COMPENSATION FOR FAILURE TO MAINTAIN SERVICE LEVEL

10.3.3.1 If availability of the leased line during any quarter is less than 99%, deductions to be made from its charges payable for that quarter shall be as per following formula:

$$\text{DEDUCTION} = \frac{C \times (100 - A)}{100}$$

Where C = Quarterly charges payable for the equipment under consideration

A = Percentage availability of the equipment during the quarter under consideration

10.3.3.2 If the leased line is down for more than 15 BHEL working days, deductions shall be two times and if it is down for more than 30 BHEL working days, deductions shall be three times the normal leviable deductions as above.

10.3.3.3 However, total of all such deductions in a quarter shall be limited to the total charges payable during the quarter.

11.0 PROJECT COMPLETION

The ATP for the project should be successfully completed within 8 weeks of placement of the LOI - subject to reasons beyond the control of the vendor.

12.0 NON-DISCLOSURE AGREEMENT

BHEL-PEM is certified against the ISO27001:2013 standard. The successful bidder shall have to sign a Non-disclosure agreement with BHEL-PEM.

Handwritten signature and date:
28-8-11

Existing set-up for Internet access at BHEL-PEM, NOIDA

