



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi
योजना एवं प्रबंध सेवाएं/P&MS

NOTICE INVITING TENDERS

BHEL Industry Sector Invites offers in two bid system from any vendor who fulfils qualifying criteria stated below in this document for following scope of work:

Two Internet Lease Lines (ILLs) of Bandwidth 16 MBPS (1:1) for two years as Follows:

1. Primary Line (16MBPS ILL +DNS Service for BHELINDUSTRY.COM)
2. Secondary Line (16 MBPS ILL)

Tender No: ID/P&MS/ILL/005
Bid Opening Date and time: 18-Mar-16 1430 Hrs
Bid Opening Venue: Conf. Room, Ground Floor
BHEL, Industry Sector
Integrated Office Complex,
Lodhi Road New Delhi - 110003

Both Technical and Price bids should reach us on or before 18-Mar-16 till 1400 hrs.

Manvir Singh
Dy. Manager (P&MS)
BHEL Industry Sector

INSTRUCTION TO BIDDERS

1. INTRODUCTION

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Industry Sector, Lodhi Road, New Delhi-110003 (hereinafter referred to as "Purchaser", which expression shall include its successors and assigns), invites offers for the requirements as detailed in this tender documents.

2. BIDDER TO INFORM HIMSELF FULLY

- A. The Bidder shall closely peruse all the clauses, specifications, 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 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.
- B. Bidder may visit our office to better understand physical layout, location of server room and for any feasibility study he may require.

3. PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

Tenders shall be sent/deposited in tender box, in two parts as described below on or before the due date by 2:00 p.m.

A. PART-I: TECHNO-COMMERCIAL BID

- i. Bid shall contain Technical offer, EMD, Commercial Terms & Conditions and filled techno-commercial check list specified in this document.
- ii. Bidder should sign and stamp each page of this documents as a token of acceptance of BHEL's terms and conditions.

B. PART-II: PRICE BID

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

C. EMD should not be placed in price bid Envelope

4. MARKING ON ENVELOPE

- A. Part-I and Part-II offers shall be submitted in two separate sealed envelopes (preferably cloth lined envelopes) with bidder's distinctive SEAL and each envelope super-scribed with "ID/P&MS/ILL/005 <Bid Opening Date> TECHNO-COMMERCIAL BID" and "ID/P&MS/ILL/005 <Bid Opening Date> PRICE BID" respectively.
- B. Un-sealed envelopes or envelopes not super-scribed as above may not be accepted / considered.

5. BID SUBMISSION

The tenders shall be sent to the following address:

Tender Box
Bharat Heavy Electricals Ltd.
Industry Sector,
Integrated Office Complex,
Lodhi Road, New Delhi - 110003

- A. Tenders can also be deposited in tender box in person.
- B. Tenders submitted by post shall be sent by "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the Due Date and Time of tender submission will be rejected.
- C. Dispatch department shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged".
- D. Offers in damaged condition will not be considered and no request for extension on this account will be considered.

6. BID OPENING

- A. The offers shall be opened on the due date and time as specified above.
- B. Bidder shall be allowed in the tender room in area identified for and only one authorized representative from each bidder shall be allowed.
- C. Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- D. Details of offers shall be read out to and in no case the offers shall be handed over to anyone for noting down.
- E. Date and time of price bid opening shall be informed separately to the technically qualified and accepted bidders.

7. Qualifying criteria

- A. The bidder should have successfully executed at least two Internet Lease Line (ILL) contracts of 16 Mbps or more for a period of at least one year. The name, address and phone number of contact person from these organizations should be provided, who can be contacted for getting the views on performances. Letter from these customers certifying satisfactory performance should be given for reference.
- B. Bidder should have ISO 9000 series certification.
- C. Bidder should render all obligations and duties under this agreement themselves, and not subcontract any part of the services to another vendor/sub-vendor (except OEM).
- D. Bidder has to submit valid IT return for last 3 years, PAN, Service Tax registration certificate which are applicable for this contract.
- E. Bids received without EMD as specified will be rejected.

F. Late or Incomplete tenders shall be rejected.

8. VALIDITY OF OFFER

- A. Offer should be kept valid for two months from the due date, for Purchaser's acceptance.
- B. No correspondence shall be entertained from the Bidder after the opening of Price bid(s).
- C. Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9. LANGUAGE & CORRECTIONS

- A. The Bidder 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.
 - B. 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 Bidder.
10. Standard pre-printed conditions of the Bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
11. 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. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
13. 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 to reject any or all the tenders without assigning any reasons, whatsoever.

14. TENDER EVALUATION/AWARD CRITERIA

- A. Bids shall be evaluated on Total Contract Value separately for each line.
- B. Any discrepancies in the bid, if found, the term advantageous to BHEL only will be considered for evaluation.
- C. Order for Primary Line shall be placed on L1 party of Primary Line.
- D. Order for Secondary Line shall be placed on L1 party of Secondary Line. In Case L1 party for Secondary Line is same as L1 party for primary line, then order shall be offered to L2 party for secondary line at L1 party rate. If L2 party does not accept the order at L1 price then offer shall be made to L3 party and further.

15. CLARIFICATIONS ABOUT TENDER

- A. All corrigenda, addenda, amendments, time extensions and clarifications etc. to the tender shall be informed via email to all the Bidders.
- B. 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.

COMMERCIAL TERMS AND CONDITIONS

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.

2. BANK CHARGES:

Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

3. 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. 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. LOCATION & CONSIGNEE:

Complete Systems/goods will be consigned to:

Deputy Manager (P&MS)
BHEL-Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi-110003

The above address shall be referred to as "our address" in this document and any communication can be made at this address.

6. PAYMENT TERMS:

Payment shall be released after receipt of invoices on a quarterly basis at the end of each quarter subject to compensations as per Technical terms and conditions of this document.

7. INTEREST:

No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

8. DELIVERY:

The ATP for the project should be successfully completed within 4 weeks of placement of the LOI/PO.

9. INDEMNITY:

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

10. LIABILITY:

Neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages or any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, cost of purchasing replacement services under the agreement/purchase order. For any liability not excluded by the foregoing, either party shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the total agreement/purchase order value applicable to the agreement/ purchase order giving rise to the liability.

11. CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT:

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 finalized during the course of execution of the order/contract.

12. 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.

13. 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.

14. TERMINATION OF THE ORDER/CONTRACT:

- a. 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.

- b. 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.

15. 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.

16. SUB-CONTRACTING:

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

17. SETTLEMENT OF DISPUTES:

- a. 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.
- b. 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.
- c. However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

18. ARBITRATION

- a. 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.
- b. 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.

19. 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.

20. JURISDICTION OF COURT:

The jurisdiction to decide any disputes in the contract shall be at New Delhi under any circumstances.

21. SUBMISSION OF INVOICE:

All Invoices shall be submitted along with specified documents in triplicate to our address.

22. ACCEPTANCE:

Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to our address 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 shall not be responsible for any postal delays.

23. 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.

24. EMD/Security Deposit

a) Earnest Money Deposit (EMD)

- i) All the bidders shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs. 20,000/- along with the bid in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." and payable at New Delhi.
- ii) The bid shall be rejected without the EMD.
- iii) The deposit shall not carry any interest.
- iv) The EMD shall be forfeited under following conditions:
 - (a) After opening the tender, the Bidder revokes his tender within validity period or increase his earlier quoted rates.
 - (b) The Bidder does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.

v) EMD should be put in Technical /Commercial Bid envelope.

b) Security Deposit

- i) Successful bidder shall have to submit a security deposit of 10% of the total contract value for 2 years (excluding the element of taxes and duties), 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.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi
योजना एवं प्रबंध सेवाएं/P&MS

- ii) 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.

TECHNICAL TERMS AND CONDITIONS

REQUIREMENT

BHEL Industry Sector, IOC Lodhi Road, New Delhi - 110003 requires two Internet Lease Lines (ILLs) of 16 Mbps (1:1) bandwidth on Fiber as per the details of the Service Level Agreement (SLA) stipulated here-under from two separate service providers.

LAST-MILE CONNECTIVITY

Last-mile connectivity is to be provided by the Service Provider on fiber link.

DURATION OF THE CONTRACT

The contract shall be initially for a period of 2 years after which the same shall be extendable on mutually agreed terms and conditions. Tentative start dates for both lines are as:

1. Primary Line: 01-Apr-2016.
2. Secondary Line: 01-Jul-2016

IP ADDRESSES

The Service Provider shall provide BHEL total minimum **16 nos.** globally valid IPv4 Addresses and 1 standard block of IPv6 addresses for each ILL.

DNS Services for bhelindustry.com along with MX record will be provided by the ISP of Primary Line Only.

IMPLEMENTATION

The vendor shall terminate the lease line upto BHEL's Router in server room at 4th Floor.

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.

Skilled and unskilled labor, 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.

Vendor may use existing fiber connections.

ACCEPTANCE TEST PROCEDURE (ATP)

Once the 16 MBPS (1:1) Internet bandwidth on Fiber is fully installed and is made operational, its operation and performance with all its hardware and software would be observed for a duration of 3 continuous working days. The ATP would start on a mutually agreed date and time.

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.

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

- An overall availability of 99% has been achieved.
- No hardware or software problem/deficiency, reported during the ATP, is pending.
- No major hardware or software problem/deficiency which indicates that the supplied hardware/software is of poor quality and/or faulty design, is detected during the ATP.

For Secondary Line ATP Shall be conducted in month of June 2016.

SERVICE LEVEL AGREEMENT

UPTIME: The Service Provider shall maintain an Up-Time of **not less than 99%** of the total available time on 24 hours per day basis on the Service Provider's National Domestic & International Backbone. The Up-time as above is to be maintained on a quarterly basis. If any equipment or lease 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.

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 days during the period under consideration X 24.
- **Down time** = Hours for which the leased line is not available
- **Total down time** = Cumulative down time during the period under consideration.

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.

- 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.
- 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.
- The uptime percentages will be calculated up to two decimal points, e.g. 98.87%.
- 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.

COMPENSATION FOR FAILURE TO MAINTAIN SERVICE LEVEL

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

- 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 deductions as above.
- However, total of all such deductions in a quarter shall be limited to the total charges payable during the quarter.
- Vendor shall submit a reports at the end of quarter showing up time, Performance etc. of ILL.
- Vendor shall submit its Escalation Matrix for complaints.

Techno-Commercial Check List for Each Line

1. 16 Mbps(1:1) ILL bandwidth on Fiber upto server Room _____(Yes/No)
2. Last-mile connectivity on fiber link. _____(Yes/No)
3. 16 nos. IPv4 Public IP _____(Yes/No)
4. 1 standard Block of Public IPv6 addresses _____(Yes/No)
5. DNS Service (MX Records etc.)(For Primary Line Only) _____(Yes/No)
6. Router Configuration _____(Yes/No)
7. Providing 16Mbps(1:1) or higher ILL BW to 2 Organizations _____(Yes/No)
- (Proofs to be enclosed)**
8. EMD Submitted _____(Yes/No)
9. IT return for last 3 years _____(Yes/No)
10. PAN _____(Yes/No)
11. Service Tax registration certificate _____(Yes/No)

Note: Write (Yes/No) as applicable.

Price Bid Format

Item description	Annual Charges(Rs) (A)	Taxes/Duties (Rs) (B)	Total Annual Charges(Rs) C= (A) + (B)	No. of years (D)	Total Charges (Rs) E=C x D	Total Charges in Words
Primary Line (16MBPS ILL +DNS Service for BHELINDUSTRY.COM)				2		
Secondary Line (16 MBPS ILL)				2		

Signature and stamp of the bidder