

भारत हेवी इलेक्ट्रिकल लिमिटेड  
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन  
CORPORATE DIGITAL TRANSFORMATION

CDT Hall, 3<sup>rd</sup> Floor, BHEL House, Sirifort,  
New Delhi - 110049

Request for Proposal

FOR

“Internet Link of 100 Mbps (1:1) for two years at BHEL Asiad Office, Siri fort New Delhi”

from

M/s Mahanagar Telephone Nigam Limited (MTNL)

*Darmu*

Ref. No. AA:CDT:MTNL-ILL dated 11<sup>th</sup> Sep 2021

To be signed and stamped by the bidder

Ref. No.: AA:CDT:MTNL-ILL

Date: 11<sup>th</sup> Sep 2021

Dear Sir,

**Sub: Enquiry for Internet Link of 100 Mbps (1:1) for two years at BHEL Asiad Office, Siri fort New Delhi through Single Tender from M/s Mahanagar Telephone Nigam Limited (MTNL)**

bid is invited through Email for subject requirement at Corporate Office, Sirifort from M/s Mahanagar Telephone Nigam Limited as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com and cpp portal. Hence, bidder is expected to keep visiting www.bhel.com and cpp portal for any corrigendum / notification in its own interest.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **18.09.2021 at 1100 hrs.**

Bids shall be addressed to:

DGM (CDT)  
Ph: 011-6633-7477  
Bharat Heavy Electricals Limited,  
BHEL House, Sirifort  
New Delhi - 110049

Thanking you,  
Yours faithfully,  
For and on behalf of BHEL

DGM (CDT)

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## 1. Objective:

The tender is invited from M/s Mahanagar Telephone Nigam Limited (MTNL) for providing "One Internet Link of 100 Mbps (1:1) for total contract period of two years at BHEL Asiad Office, Siri fort New Delhi.

The tender has to be submitted in SINGLE PART.

The term 'ILL' or 'Internet Lease Line' used hereafter shall mean Internet Lease Line of Bandwidth 100Mbps (1:1) including last mile on OFC and 100 Mbps Internet port and Bandwidth from ISP and any hardware, software including Warranty & Maintenance Support etc. required for entire contract period of 2 years at BHEL House, Siri fort, New Delhi. It also includes integration with BHEL's Router, providing 64 IPV4 IP addresses & 64 IPV6 IP addresses, reverse DNS entry on provider's IP addresses.

## 2. Scope of Work:

BHEL intends to take one 1:1 Internet Leased Line circuit of capacity 100Mbps at its Corporate Office, Siri fort location from M/s MTNL for a leased contract period of 2 (TWO) years.

The scope of work includes supply, installation, configuration, provisioning, commissioning, management & monitoring of proposed Internet circuits. This broadly includes following:

- a) Supply, Installation and configuration of end equipment like fibre circuit, MUX etc.
- b) Providing dedicated Internet Port of 100 Mbps with 1:1 committed information rate. The bandwidth must be exclusively dedicated for BHEL.
- c) Provisioning of Last Mile from the Service Provider's nearest POP to BHEL Asiad location (3rd Floor Server /Network Room). The last mile for the delivery of Internet Leased Line would be over optical fiber Network, which will be backhauled over ISP's network to the nearest Internet PoP further to the Internet Gateways. Optical fiber connectivity, backbone as well as last mile shall be in complete ring topology to minimize the downtime. The two arms of the ring shall enter BHEL campus in two separate ducts, which shall be in separate trenches and in opposite direction. The ring should provide automatic failover of the last mile, so that if there is cut in one arm of the fiber, the link shall continue to work through the other arm without any disruption.
- d) Termination, Configuration & Commissioning of the links with BHEL Cisco routers like 4400 series etc.
- e) Sustenance services for Internet link and all equipment provided by Bidder during the entire contract period.
- f) 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.
- g) 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

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as associated hardware supplied to make the circuit functional. Bidder shall provide escalation matrix.

h) **IPv6 Compliance:** The network shall be fully IPv6 compliant. It should be possible to run both IPv4 & IPv6 concurrently on the network i.e. Dual Stack.

i) **IP ADDRESSES, Reverse DNS entries and Name Resolution Facility:**

- The Service Provider shall provide BHEL with 64 nos. globally valid IPv4 Addresses from its pool.
- The Service Provider shall provide BHEL with 64 nos. globally valid IPv6 Addresses from its pool.
- 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 due to lack of DNS entry.
- 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.

j) **Network Management & Support:** The Service Provider shall do proactive monitoring, 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.

k) The service provider shall provide access to BHEL for Internet link monitoring.

l) Any other components of the works which are not included in the schedule of quantities or Technical Specifications but are necessary for the successful completion of the work for a fully functional ILL has to be carried out by the service provider at no extra cost.

m) **INSTALLATION:**

- The Bidder shall carry out total installation work as per the requirements of the complete project.
- 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.
- The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- 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

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and testing in all respects will be in the scope of the Bidder and no extra cost shall be paid for the same.

n) **INTERFACE EQUIPMENT**

Rack for housing fiber circuit and associated equipment like router, modem, battery, etc., if required. The Rack shall be installed in Network/Server room at 3rd Floor in BHEL Asiad. Bidder to visit the site to ascertain the requirement for this. No separate price will be paid if RACK is to be supplied by the bidder.

- 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.
- It shall be Bidder's responsibility to interface/integrate the circuit with existing available Cisco Routers like 4400 series etc., making requisite configuration on the same.

**2.1 ACCEPTANCE TEST PROCEDURE (ATP):**

- a) 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.
- b) 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.
- c) 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.
- d) Following procedure would be followed during the ATP:
  - 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.
  - An overall availability of 99.5 % should 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)

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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.

- During the physical verification, it would be established that all hardware and software have been supplied as per BHEL technical specifications.
- All problems/deficiencies as pointed out by BHEL shall be immediately attended to by the Bidder.
- 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 should be detected during the ATP.

## 2.2 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.

## 2.3 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 BHEL Router placed at 3<sup>rd</sup> Floor Server/Network Room of the building will be on Ethernet port. Rack for housing fibre circuit and associated equipment like modem, battery etc. as required shall also be provided as part of the Internet bandwidth services. The Rack shall be installed in Network Room/ Server room at 3<sup>rd</sup> Floor in BHEL Asiad, Sirifort, New Delhi.

For a detailed understanding of the layout, route map, existing hardware, software and networking environment at BHEL, the bidder is advised to visit and acquaint themselves of the existing setup.

Appointments for site visits may be taken from the following:

**Name: Shantanu Singh**

**Designation: Sr. Engineer (CDT)**

**Contact details: 011-66337558**

**Email: [shantanu.singh@bhel.in](mailto:shantanu.singh@bhel.in)**

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**To be signed and stamped by the bidder**

*Shantanu Singh*

## 2.4 PROJECT COMPLETION:

The installation, commissioning and configuration of the ILL should be successfully completed within 5 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

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.

## 2.5 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.

## 2.6 SHIFTING TO OTHER LOCATION

After initial installation as per location detail given by BHEL, one time shifting service within the same building or building 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. No payment will be made 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.

## 2.7 ADDITIONAL FACILITY/ UPGRADE REQUIRED IN FUTURE

In case any additional facility/ upgrade is required, the Bidder shall provide the same at mutually agreed terms.

3. **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 60 days from the submission of bills complete in all respect after due verification subject to other terms & conditions as mentioned in clause of Taxes & Duties along with following document.

- a) SLA reports for the quarter (certified by BHEL)
- b) GST Submission proof

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#### 4. Service Level Agreement (SLA):

**Network Availability & Performance:** The Network availability and performance parameters will be as under:

Sl .No.	Service Level Parameter	Minimum BHEL Requirement per quarter
1	Uptime for Internet Link	99.5%
2	Maximum Packet Loss per link	1%
3	Maximum Latency (Round Trip Time) from the BHEL Asiad to ISP's tier 1 peering point.	80 ms
4	Proactive Notification through email or SMS in case of service outage	Within 15 minutes

The "Network Uptime" includes both link uptime as well as the end equipment uptime. This shall be calculated on quarterly basis.

#### Computation of Availability:

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * \left( 1 - \frac{\text{Total outage duration in minutes}}{\text{Maximum Available Time in minutes}} \right)$$

Maximum Available Time = (No. of days in a quarter) \* 24 \* 60 – (Scheduled Maintenance Time + BHEL introduced Outage).

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

5. **Penalties for SLA Non-Conformance:** 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:

Penalty = F x (H x D), where,

F = Multiplication Factor as per table given below.

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H = Minute wise Rental Charges

(i.e. Quarterly Rental Charges/ Total number of minutes in the Quarter)

D = Downtime in minutes

**Multiplication Factor Table:**

Sl. No.	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 4 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.

**6. Delivery and Installation Schedule:** Delivery (i.e. Supply and Installation) period shall start from the date of placement of firm order. Delivery Period (i.e. Supply and Installation): 5 weeks.

**7. LD Charges for Late Delivery / Commissioning:** If the deliveries and commissioning of the items is not completed within the Delivery Schedule, a penalty at the rate 0.5% per week (or part thereof) subject to maximum of 10% of the total order value will be levied. This penalty will be deducted from the first bills, and in case the penalty amount to be deducted is more than the amount of the first bills, the same will be adjusted from the subsequent bills. The applicable GST shall also be recoverable from the suppliers.

**8. General Instructions to Bidders**

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	11-09-2021
2	Last date of receiving queries from bidder	16-09-2021

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3	Last date and time for submission of bid	<b>18-09-2021: 1100hrs, at CDT, Asiad, New Delhi</b>
4	Bid opening (tentative date)	<b>18-09-2021: 1130hrs, at CDT, Asiad, New Delhi</b>

## 9. Instructions and Guidelines to Bidder

### 9.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

### 9.2 Bid Documents:

Bid shall be accepted by the official inviting the tender in **ONE PART**.

Bid shall consist of the following:

- i) PRICE BID as per as per format enclosed as **Annexure-I**
- ii) Third party non- disclosure agreement (NDA) format enclosed as **Annexure-II**
- iii) No Deviation Certificate as per format enclosed as **Annexure-III**.
- iv) Declaration of GST benefits as per format enclosed as **Annexure-IV**

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- v) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Price bid containing PRICES only is to be submitted as per Price Bid Format. Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

### 9.3 Bid Submission:

- 9.3.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**DGM (CDT)**  
**Bharat Heavy Electricals Limited,**  
**CDT Hall, 3rd Floor, BHEL House, Sirifort,**  
**New Delhi 110049**  
**Telephone no. : (011) 66337477**  
**Email : [devendrasharma@bhel.in](mailto:devendrasharma@bhel.in)**

- 9.3.2 Bids can also be delivered in person to the official inviting Bids.
- 9.3.3 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 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

### 9.4 Bid Opening

- 9.4.1 Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend
- 9.4.2 No correspondence shall be entertained from the bidder after the opening of Bid.
- 9.4.3 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.
- 9.4.4 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.
- 9.4.5 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 9.4.6 Purchaser reserves the right to negotiate the tender, if required.

### 9.5 Validity of Offer:

Offer shall be kept valid for **four months** from the due date of Tender, for Purchaser acceptance.

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*Devendra*

## 9.6 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in the offer as per **Annexure-III**.

**Technical & Commercial - No deviation is acceptable.**

## 9.7 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the official inviting tender by 07.06.2021.

## 9.8 Rejection of Bid and Other Conditions

- 9.8.1 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.
- 9.8.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 9.8.3 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.
- 9.8.4 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 the bid.
  - b) to increase or decrease the quantities.
- 9.8.5 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.
- 9.8.6 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 9.8.7 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

## 9.9 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

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Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) and cpp portal in Tender Notification section under the original tender enquiry number.

#### **9.10 Tender Evaluation:**

- 9.10.1 Total / 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.
- 9.10.2 All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

#### **Commercial Terms & Conditions for Bidders**

#### **10.1 Taxes & Duties:**

- a. To enable BHEL to avail GST input tax credit, the vendor (M/s MTNL) shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor (M/s MTNL) only after submission of GST compliant invoice. The successful bidder (M/s MTNL) shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- c. GSTIN of BHEL will be provided to the Vendor (M/s MTNL) along with the work order.
- d. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the vendor (M/s MTNL), otherwise vendor (M/s MTNL) has to bear the differential upward increase in tax.
- e. No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- f. Payment to the Vendor (M/s MTNL) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor (M/s MTNL) by BHEL.
- g. Applicable GST shall also be recoverable from the Vendor (M/s MTNL) in case of LD recovery/penalty on account of breach of terms of contract.
- h. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- i. The Vendor (M/s MTNL) has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

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- j. In case of discrepancy in GST rate corresponding to HSN code and quote rates, the evaluation shall be done on quoted price & correct GST rate shall be considered for ordering (limited to quoted FOR Site Price).

**10.2 Statutory Obligations, if any:**

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.

**10.3 Liabilities from the Contract**

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

**10.4 Exemption:**

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

**10.5 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.

**10.6 Confidentiality:**

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls,

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**To be signed and stamped by the bidder**

*Darshini*

computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

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

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

#### **10.7 Non-Disclosure Agreement:**

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure II** in compliance to Information Security Management System.

#### **10.8 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.

#### **10.9 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.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

#### **10.10 Force Majeure:**

Vendor 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 Vendor 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.

#### **10.11 Limitation of Liability:**

The vendor's liability shall be limited to the value of this contract only.

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## **10.12 Risk Purchase**

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And

- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

## **10.13 Termination of The Contract & Its Consequences**

10.13.1 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 Vendor.

10.13.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

10.13.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

10.13.4 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

10.13.5 Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

## **10.14 Merger & Acquisition:**

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

## **10.15 Sub-Contracting:**

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

## **10.16 Special Clauses:**

BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.

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**To be signed and stamped by the bidder**

*Devi*



**1. List of Annexures:**

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: No-Deviation Certificate Format

Annexure-IV: Declaration of GST benefits

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**To be signed and stamped by the bidder**

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**PRICE BID FORMAT**

Sl. No	Requirement Description	Duration in Years	Quantity (A)	Per Unit Quarterly Charges (in Rs.) excluding taxes (B)	Total Charge for 2 Years (in Rs.) (excluding taxes) for Total Quantity (C= A*B*8)
1	100 Mbps (1:1) Internet Lease Line with 64 IPV4 and 64 IPV6 IP addresses	2	1		

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**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. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. 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



**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:MTNL-ILL, dated 11<sup>th</sup> Sep 2021**. 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/Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Stamp & Seal:** \_\_\_\_\_

**Ref. No. AA:CDT:MTNL-ILL dated 11<sup>th</sup> Sep 2021**  
**To be signed and stamped by the bidder**

*Devi*

**Declaration of GST Benefits**

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

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**To be signed and stamped by the bidder**

*Deemed to*