

**DIRECTORATE GENERAL OF  
HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS  
GOVERNMENT OF INDIA  
NEW DELHI**

**TENDER NO. : DGH/MM/ENQ/Leased line/OIDB**

**TENDER DOCUMENT**

**FOR**

**LEASED LINE CONNECTIVITY**

### **Notice Inviting Tender**

This is a Limited Tender Enquiry and only the prospective bidders of known credentials are eligible to participate. All the bidders who are interested to quote need to approach this office on or before 10<sup>th</sup> May 2010 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

- 1. The ISP should have a valid Category A ISP license from Govt. of India (Attach a copy of license).**
- 2. ISP must have distributed minimum 100 Mbps of Internet bandwidth to its clients (Attach certificate).**

The tender document containing details of the services required, other terms and conditions against tender will be issued only to the eligible prospective bidders without any tender cost by the office, Office of HOD(MM) Directorate General of Hydrocarbons C – 139, Sector- 63 Noida - 201301, India (Ph No: 0120-4029400, Fax No: 0120-4029410) on or before 10/05/10 during working hours i.e. 10 am to 5.00pm. Tender document downloaded from DGH Website is only for immediate and general information and will not be accepted

**Directorate General of Hydrocarbons**

**Ministry of Petroleum & Natural Gas**

**Govt. of India, NOIDA, INDIA**

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**Phone No : (+91)-120-4029400**

**Tele Fax : (+91)-120-4029410**

**Office of : Director General (DGH)**

**C-139; Sector-63 ,NOIDA-201301**

**No. DGH/MM/ENQ/Leased Line/OIDB**

**Date: 27/04/2010**

To,

**INVITATION TO BID**

**Sub: Tender for Leased Line Connectivity**

Dear Sir,

Directorate General of Hydrocarbons (DGH), under the Ministry of Petroleum & Natural Gas, Govt. of India, invites sealed tenders in duplicate for Leased Line Connectivity at our New Office Building in Noida, Sector 73.

The salient features of the tender are as under: -

1. Tender No. : DGH/MM/ENQ/Leasedline/OIDB
2. Place of Submission : Directorate General of Hydrocarbons  
(DGH)  
C-139; Sector-63  
NOIDA-201301

3. Bid Closing Time & Date : 1400 Hrs (IST) on 18/05/10
4. Bid Opening Time, Date & Place : 1500 Hrs. (IST) on 18/05/10 at  
DGH,C-139;Sector-63,Noida-201301
5. Bid validity : 90 days from bid closing date.
6. Amount of Performance Guarantee (PG) to be submitted only by the Successful Bidder. : 10% of Contract value. Performance Guarantee (PG) is to be submitted within 21 days of placement of work order as per proforma enclosed at Annexure-V and it should be valid for a period of 30 days beyond the Contract completion period.
7. Time period for completion of work : As Per the Award of Contract. Bidder should quote the minimum and maximum period he will take to install/operate the link at DGH.
8. Quantum of Liquidated damages for default in completion of 100% work within the stipulated contract period. : At the rate of ½% of the contract value per week or part thereof subject to a maximum of 7.5% of the contract value.

Other details and terms/conditions are as per the following Annexures:

- Annexure-I - Instruction to the Bidders.  
Annexure-II - General Terms & Conditions.  
Annexure-III - Scope of Work  
Annexure-IV - Price Format.  
Annexure-V - Performance Guarantee Form

You are invited to submit your bid against the above tender.

Thanking you,

Yours faithfully,

**(Sanjeev Nanda)**

**HOD(MM)**

**For Directorate General of Hydrocarbons**

Encl: As above

INSTRUCTIONS TO BIDDERS

**1. SUBMISSION OF BIDS**

1.1 Sealing and Marking of Bids:

The tender would be processed according to a single Bid procedure. Offers should be submitted in Duplicate.

1.1.1 The envelope containing the Bid should be in a **sealed cover** bearing the following information on the right hand top corner :

- Tender No.:
- Bid Closing Date:
- Bidder's Name:

1.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

HOD(MM)

Directorate General of Hydrocarbons

C – 139, Sector- 63

Noida - 201301

1.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the tender. **Any bid received by DGH after the closing date and time will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.**

1.4 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexure, if any. It shall be complete and free from ambiguity, changes or interlineations.

1.5 The bidder's offer and any annotations or accompanying documentation shall be in **English** language only. The complete bid including the prices must be written by the bidder with indelible ink and **each page of bid shall be signed by the bidder failing which the bid may be rejected.**

1.6 **Bidders shall quote their firm rates in figures and without putting any conditions / qualifications.** Tenders containing qualifying expressions such as "subject to availability", "subject to minimum acceptance", "subject to getting permission" etc. shall be liable for

disqualification and may lead to rejection.

1.7 Bidders should indicate at the time of quoting against this tender their complete postal and fax/e-mail address.

1.8 The conditions of the contract to be made with the successful bidder would be based on various sections of this document.

2. The bidder shall submit the bid along with Rs.18000/- (Rupees Eighteen Thousand Only) as earnest money deposit by way of demand draft/bankers cheque in favor of Directorate General of Hydrocarbons, New Delhi, failing which the bid is liable to be rejected. The earnest money shall be refunded to all unsuccessful bidders after finalization of tender.

**3. BID OPENING**

DGH will open the Bids in the presence of Bidders, or his authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, the Bidder's representative must produce an authorization letter from the Bidder at the time of opening of Bids.

**4. DGH's RIGHT TO ACCEPT OR REJECT BID:**

The DGH reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time, prior to the award of Contract, without assigning any reason.

**5. LIQUIDATED DAMAGES FOR DEFAULT.**

Timely completion of this project is essential. In the event of the Contractor's default to provide the services as per Annexure III within specified period of Contract, the Contractor will be liable to pay liquidated damages at the rate of ½% of cost of work order, per week, subject to a maximum of 7.5%.

**6. BID PRICE :**

Price quoted by the successful bidder shall remain firm throughout the duration of the contract and not subject to variation on any account. Price quotations are to be strictly in accordance to the Price Format. Any deviation is to be indicated separately. The price quoted shall include all duties, rates, taxes and other levies.

**7. PERIOD OF VALIDITY:**

Bids shall remain valid for 90 days after the Bid Closing date. A bid validity for shorter period shall be liable to be rejected.

**8.. COST OF BIDDING**

The bidder shall be solely liable to bear all cost and charges associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any cost associated with the preparation or submission of the said bid irrespective of the outcome of this bidding process as also in case the entire bidding process or part thereof is nullified /cancelled due to any reasons whatsoever.

**GENERAL TERMS AND CONDITIONS**

**1.0 PERFORMANCE GUARANTEE:**

Performance Guarantee in the shape of Bank Guarantee as per the format enclosed at Annexure-V is to be submitted within 21 days of issue of work order for an amount equivalent to 10% of total contract value from a reputed Bank of India. DGH will have right to invoke the Bank Guarantee if the contractor fails to complete obligation as per terms and conditions of the order.

**2.0 PAYMENT TERMS:**

Mode of payment will be subject to the following conditions on various tasks as under:

Bandwidth charges are payable quarterly on completion of each quarter. For this the ISP will raise the bills at the end of each quarter.

One time Supply, installation & Configuration charges will be paid on successful installation, configuration and termination of internet port at DGH premises.

**3.0. FORCE MAJEURE:**

3.1 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract awarded consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused by Force Majeure.

3.2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which such cause lasts.

3.3 The term "Force Majeure" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not involving the DGH's or Contractor's fault or negligence, such acts including but not restricted to acts of God, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. Force Majeure does not include the financial obligations of the Contractor or DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

3.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party

in writing within 72 hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 3.5 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- 3.6 If a Force Majeure situation arises, the Contractor shall notify the DGH of such condition as the cause thereof. Unless directed by the DGH in writing, the Contractor shall continue to perform his obligations under the Contract, as far as, reasonably practicable, and shall seek all reasonable alternative means for performance.
- 3.7 Either party will have the right to terminate the Contract with prior written notice if such Force Majeure conditions continue beyond 30 days. No payments or Standby charges are to be made to the Contractor by DGH for Force Majeure conditions.

#### **4.0 DELIVERY PERIOD & INSTALLATION:**

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

#### **5.0 TERMINATION:**

- 5.1 DGH can also terminate the contract / work order in the event of any delay in Supply/Installation for any reason whatsoever attributable to contract account beyond 30 days from the scheduled completion date and in such eventuality the Security Deposit shall be forfeited.

#### **6.0 ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any, dispute, difference, question or disagreement arises between the parties hereto or the respective representatives or assignees at any time in connection with construction, meaning, operation, interpretation or out of CONTRACT or breach thereof shall be decided by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrator and the Arbitrators so appointed shall appoint the third arbitrator, who will act as the presiding arbitrator.

In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator from the date of their appointment, upon request of a party, the Chief Justice of Supreme Court/ High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint

the arbitrator/ presiding arbitrator upon request of any of the parties.

If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/ arbitrators to appoint another person in his place in the same manner as aforesaid such person shall proceed with the reference from the stage where his predecessor had left if both their parties consent for the same, otherwise he shall proceed de-novo.

It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also agreed between the parties that neither party to this assignment shall be entitled to the interest on the amount of award.

The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be New Delhi, India, and shall be conducted in English Language.

The fees of the arbitrators shall be borne by the parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to aforesaid, the provisions of Indian Arbitration Act and Conciliation Act, 1996 and any statutory meditations or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

#### **7.0 APPLICABLE LAW :**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi/New Delhi, India and every dispute arising out of this contract shall be resolved through court of competent jurisdiction.

#### **8.0. TAXES AND LEVIES:**

- 8.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any, shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 8.2 All the taxes including Tax Deducted at Source, levies, duties etc. shall be borne by the Contractor.
- 8.3 Service tax, if applicable will be paid extra.

**SCOPE OF WORK**

**10 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fiber) for Directorate General of Hydrocarbons , Plot no.2, OIDB Bhavan , Sector 73, Noida.**

**1. RESPONSIBILITIES UNDER THE CONTRACT:**

The ISP would be responsible for the following:

- To provide 10 Mbps Internet connectivity (Leased Line) at DGH and minimum 16 IP addresses including Reverse Lookups configured at these IP's.
- Installation, commissioning, configuring of the link and hardware .
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.

**2. MAINTENANCE & UPTIME:**

- The vendor will be responsible for the comprehensive maintenance during the service period for all hardware / software installed in DGH premises for which DGH will not make extra payment.
- The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him.
- 99% Uptime shall be calculated as  
(Total Time – Down Time) X 100 / Total Time. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
- The response time for attending the faults will be four hours after they are reported to the Vendor. The Vendor will rectify the faults within 24 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.

**3. ISP will be required to sign Service Level Agreement having the following:**

- 10 Mbps Internet bandwidth at all the time.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of

time to any part of globe.

- Provide alternate or redundant circuit / path to maintain the agreed service level uptime.
- Network Availability: More than 99.0 % per month.
- Reports for performance, monitoring /usage to be available online as per requirement of DGH.

**4. OTHER TERMS & CONDITIONS: -**

1. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and DGH shall be the responsibility of bidder.
2. The list of existing enterprise customers of Internet Bandwidth (4 Mbps or more) should be provided along with feedback.
3. The quotation should clearly indicate the different components of the total charges- recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied
4. Compliance of terms with any deviation should be clearly indicated in remarks in separate deviation sheet
5. The ISP should have a fully functional Customer Service Centre in NCR, which is operational 24 hours. (Attach Certificate)
6. The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks.
7. Vendors not complying with above conditions or not providing complete information as described shall not be considered.
8. DGH reserves the right to carry out the capability assessment of the bidder and the DGH's decision shall be final in this regard.
9. The firm must mention clearly the requirement of Hardware and Software (server, operating system etc.) from DGH to make this Internet connectivity operational.

**PRICE SCHEDULE**

<b>Sr.No</b>	<b>Item description</b>	<b>Basic Price</b>	<b>Applicable Taxes</b>	<b>Total Price</b>
<b>1</b>	Band Width charges/or Annual Port Charges			
<b>2</b>	One time Supply , installation & Configuration charges			
<b>3.</b>	Any Other Charges			
	<b>TOTAL PRICE</b>			

**A) Band Width charges/or Annual Port Charges**

10 Mbps of Internet Bandwidth (1:1 uncompressed and unshared) from DGH to International Internet gateway of ISP with last mile on fiber.

**B) Local Loop charges**

a) One time Supply, installation & Configuration charges

b) Any other charges (To be specified)

**PERFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be submitted on non-judicial stamp paper)

Ref. No.

\_\_\_\_\_

\_\_\_\_\_

Bank Guarantee No.

Date \_\_\_\_/ \_\_\_\_/

To

**Directorate General of Hydrocarbons**

C-139; Sector-63;

NOIDA-201301

INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at C-139, Sector-63, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Order dated \_\_\_\_\_ to M/s. \_\_\_\_\_ having its registered / head office at \_\_\_\_\_ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the

DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. \_\_\_\_\_ for the faithful performance of the entire contract as mentioned in the Order.

2. We \_\_\_\_\_ (name of the bank along with address, Telex No., Fax No.) registered under the laws of \_\_\_\_\_ having our head / registered office at \_\_\_\_\_ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees \_\_\_\_\_ (in figures) \_\_\_\_\_ ) (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that the DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
4. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees \_\_\_\_\_ (in figures) Rupees \_\_\_\_\_ (in words) and it shall remain in force until \_\_\_\_\_ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2009 \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Full Name & designation  
and official address ( in legible letters )  
with bank stamp

WITNESS NO.1

\_\_\_\_\_  
(Signature)

Full name and Official address  
(in legible letters)

Attorney as per power of Attorney

No. \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS NO.2

\_\_\_\_\_  
(Signature)

Full Name and Official address  
(in legible letters)