

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
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BID NO: ISPRL/HQ/T/03/08-2017
BIDDING DOCUMENT FOR 100 MBPS INTERNET
LEASED LINE CONNECTIVITY SERVICES
AT
ISPRL, NOIDA , OIDB BHAWAN

INDEX

NAME OF THE WORK: 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at ISPRL-Noida on rental basis

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NOTICE INVITING BID

NAME OF THE WORK: 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at ISPRL-Noida on rental basis

ISPRL DETAILS

Indian Strategic Petroleum Reserves Limited (**ISPRL**) proposes for a 100 Mbps Internet Leased Line (OFC) (1:1 uncompressed and unshared) to be installed at ISPRL-Noida, OIBB Bhawan for a period of (01) one year on rental basis.

The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for submission of proposal by the bidder.

BRIEF SCOPE OF WORK

To provide 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at ISPRL-Noida on rental basis. This includes **installation, commissioning, testing & up keep of the complete link for a period of one year**. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will have to be provided by the bidder on rental basis. *The minimum guaranteed bandwidth taken from the Bidder would be 100 Mbps.*

PREQUALIFICATION CRITERIA- TECHNICAL

- The bidder should be the Tier 1 national ISP and should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).
- ISP (bidder) must have DOT license to set up and operate International gateways. ISP (bidder) must have distributed minimum 500 Mbps of International Internet bandwidth to its clients (Attach certificate).
- ISP (bidder) should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).
- The ISP (bidder) should have a fully functional Customer Service Centre in Delhi/NCR, which is operational 365X7X24 hours. (Attach Certificate)
- The bidder is required to provide compliance to technical requirement as per Annexure-1 of Special Conditions of Contract.

PREQUALIFICATION CRITERIA- FINANCIAL

The bidder should be financially sound with a minimum **annual turnover of Rs. 2 crore** during any of the last 3 financial years. The proof of turn over should be submitted in the form of Audited Annual Report.

Note:

- Bidders have to submit Technical bid separately, if technically qualified then financial bid will be opened to the technically eligible vendors. Bidders who are not submitting technical bid will be summarily rejected.
- Bidders have to submit proof of documents in respect to both prequalification criteria otherwise their bid will be summarily rejected.



EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:

Bids must be accompanied with a Demand Draft for Rs 20,000/- (Rupees Twenty Thousand Only) towards the Earnest Money Deposit /Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.

The EMD/ Bid Security shall be drawn in favour of **Indian Strategic Petroleum Reserves Limited** payable at **Noida** ,in the form of crossed Demand Draft from any Indian Scheduled Bank (except Cooperative Bank)

TIME PERIOD

The time period for 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at ISPRL-Noida on rental basis shall be for a period of one year (12 months).

SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS

- a) Bid Doc No: **ISPRL/HQ/T/03/08-2017**
- b) Last Date and time of submission of Bids: **30-08-2017 by 13:00 Hrs IST**

Bids are required to be dropped in the Bid Box provided at the Office of the Indian Strategic Petroleum Reserves Ltd, Noida, OIDB Bhawan, 3rd Floor, Plot No.2, Sector-73, Noida - 201301 India

GENERAL

- The list of existing **enterprise customers of Internet Bandwidth** should be provided along with feedback. The list of customers is to be provided as per the format enclosed in Annexure-2 of special conditions of contract.
- **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.**
- Bids not submitted within due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening. The bidder's representatives shall bring authorization letter to attend the bid opening.
- ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit and other expenses incurred during bidding process.
- The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet
- ISPRL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance. The Price bid will be considered only when bidder is technically qualified.
- Bidder submitting their bid should not be under liquidation, court receiver ship or similar proceedings



- Bidder shall not be on Holiday/ Negative List of ISPRL/ Oil PSU. Price bids shall not be opened of such bidder who is in Holiday/Negative List, if it comes to the notice of ISPRL.
- Consortium/Joint bids shall not be accepted. Fax/e-mail bids shall not be accepted
- ISPRL reserve the right to reject any or all bids without assigning any reason
- **Contact Details:**
Chief Manager (Tech.),
OIDB Bhawan,3rd Floor, Plot No.2
Sector-73, Noida - 201301 India
Telephone- 91-0120-2574666
[E-mail-suneel.kumar@isprlindia.com](mailto:suneel.kumar@isprlindia.com)



INSTRUCTIONS TO BIDDERS

INTRODUCTION

INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL) intends to install 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at ISPRL-Noida on rental basis.

COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings and site visit), shall bet to Bidder's account and the ISPRL will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

SITE VISIT

Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

The Bidder and any of his personnel or agents will be granted permission by the ISPRL to enter upon his premises and land for the purpose of such inspection ,but only upon the explicit condition that the Bidder ,his personnel or agents will release and indemnify the ISPRL and his personnel and agents from and against all liability in respect here of and will be responsible for personnel injury (whether fatal or otherwise),loss of or damage to property and any other loss ,damage, cost and expenses incurred as a result thereof.

Bidder may contact Chief Manager (Tech), ISPRL Noida for the purpose of necessary site information or forward their queries to suneel.kumar@isprlindia.com

BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT IN BIDDING DOCUMENT

Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions, forms terms & specifications in the Bidding Document and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index.

CLARIFICATION OF BIDDING DOCUMENT

Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification within the cutoff date as specified in Notice Inviting Bid (NIT)/Letter inviting Bid(LIB) or 6 days prior to the Bid Closing Date. Such clarification requests shall be directed to the address given in LIB. ISPRL is not responsible for any postal /courier/Mail delay in receiving the clarification requests.

Any failure by Bidder to comply with the aforesaid requirement shall not excuse the



Bidder, after subsequent award of Contract, from performing the work in accordance with the Contract.

Response to queries/ clarifications raised will be sent as expeditiously as possible to all who have been issued the Bidding Documents. The response shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

Bidders are expected to resolve all their clarifications/queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation/stipulation/clarification.

AMENDMENT OF BIDDING DOCUMENT

ISPRL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period and subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit Original 'Addendum /Compliance letter duly signed and stamped into ken of his acceptance.

For Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

CONFIDENTIALITY OF BIDDING DOCUMENT

Bidders shall treat the bidding documents and contents there in as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to ISPRL.

The Bidding Document is and shall remain the exclusive property of ISPRL without any right to Bidder to use them for any purpose except for the purpose of Bidding.

PREPARATION OF BID LANGUAGE OF BID

The Bid and all correspondences concerning the Bid shall be in English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.

COMPLIANCE TO BID REQUIREMENT

ISPRL expects Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid. In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations/ exceptions to these shall be rejected:

- Bid Security
- Bid Validity
- Security Deposit
- Scope of Work/Supplies



- Arbitration

The deviation on other clauses, if unavoidable, should be furnished as per FORM attached. Exception/ Deviations submitted in any other form shall not be considered. If any exception / deviation is acceptable to ISPRL, the same shall be issued to all bidders through an amendment.

All other deviations/ exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid/ price implication (if any), his bid shall be rejected outright without any reference. In case any deviations is found in the revised price bid/ price implication, the bidder is also liable to be placed on holiday list / negative list for future bids.

DOCUMENTS COMPRISING BID

The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

BID PRICES

Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate(SOR)' but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract ,Scope of Work ,Scope of Supply, Technical Specifications and other contents of Bidding Document

Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.

Bidder shall quote/fill the rate in rupees in round figure (without any figure in decimal i.e. paisa). Alternative bids will not be considered.

BID VALIDITY

Bid shall remain valid for a minimum period of 120 days from due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the bidders shall forfeit the EMD and ISPRL will reject their bids. Such Bidder also may be put on Holiday/Negative List.

ISPRL may request the bidders for extension of the period of validity of bid. If the Bidder



agrees to the extension request; the validity shall be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

Bidder shall furnish, as part of its Bid, EMD for the amount as indicated in the LIB. The Bids not accompanied with EMD or EMD not as per the Bidding Document shall be considered as non-responsive and such Bids shall be rejected. ISPRL shall not pay any interest on EMD furnished.

Bid security of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder's executing the Contract, and furnishing the Initial Security Deposit/Security Deposit.

The EMD may be forfeited:

- If a Bidder withdraws its bid during the period of Bid Validity or does any breach of bidding terms and conditions; or
- if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by ISPRL in writing ;or
- if not accepting the arithmetic corrections found if any
- If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/forged.
- In case of a successful Bidder, if the Bidder fails, within the specified period:
To sign the Contract.
- To furnish the Initial Security Deposit

MULTIPLE/ ALTERNATIVE BID

A bidder shall on no account submit more than one bid either directly or indirectly.

FORMAT AND SIGNING OF BID

The original and all copies of the bid shall be typed or written in indelible ink (in case of copies, Photostats are also acceptable) and shall be signed by bidder or person(s) authorized to sign on behalf of the bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.

The bid shall contain no interlineations, erasures or overwriting. In case any corrections are required, the original writings shall be neatly cut/penned through and re-written nearby. No overwriting or erasure of original writings by use of "white fluid" or otherwise is permitted. In case any erasure using "white correcting fluid" is found, the offer shall be liable to be rejected .All corrections/cuttings/ alterations shall be signed in full by the Bidder with date. Numerical figures shall be written both in figures as well in words.

SEALING AND MARKING OF BID

As per the standard tendering procedure, the same is to be followed

DATE, TIME & PLACE OF SUBMISSION



Bid must be submitted by the due-date and time mentioned in the NIT/ LIB or any extension thereof as duly notified in writing by ISPRL.

LATE BIDS

Any bid received by ISPRL after the deadline for submission of bids will be declared "**Late**" and shall be rejected.

MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission, provided that the modification or withdrawal is received prior to the deadline prescribed for submission of bids.

EVAULATION OF BIDS

Bidder must meet the qualification requirements as specified in Notice Inviting Bid (NIB)

ISPRL reserves the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.

OPENING OF PRICE BID

The opening of price bid will be as per the scheduled date and time.

EVALUATION OF PRICE BIDS

- The rates quoted by the Bidder shall be checked for arithmetic correction, if any, based on price filled by the Bidder in the Schedule of Price.
- When the rate quoted by bidder in figure does not correspond to amount/percentage, the rate /percentage quoted by the bidder shall be taken as correct.
- To arrive at the evaluated price, loading /adjustment on total quoted price, wherever applicable, shall be done as per following:
 - Conditional discount, if offered, shall not be considered for evaluation.
 - Any uncalled for lump-sum/percentage or adhoc reduction/increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.
 - Purchase preference to Central Public Sector Enterprises of Government of India shall be given as per prevailing policies of Govt. of India.

UNSOLICITED POST BID MODIFICATION

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical /commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by ISPRL.

Similarly, no revision in quoted price shall be allowed should the deviations stipulate by him are to be accepted by ISPRL and are required to be withdrawn by him in favour of



stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

CONTACTING ISPRL

Bidders are advised not to contact ISPRL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence ISPRL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

ISPRL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without there by incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for ISPRL action.

In the opinion of ISPRL, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation .Lowest Bidder shall attend such negotiation meetings and if requested by ISPRL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

NOTIFICATION OF AWARD

The Bidder, whose bid is accepted by ISPRL, shall be issued Letter/Fax of Acceptance (LOA/FOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA / FOA.

ISPRL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful Bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, ISPRL shall correspond only with the successful Bidder.

CONTRACT AGREEMENT

Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by ISPRL and bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and ISPRL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

The Contract document shall consist of the following:

- Original Bidding Document;
- Amendment/Corrigendum to original Bidding Document issued; if any
- Detailed Letter of Award/ Acceptance along with enclosures.

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK

- 1) The bidder shall provide the 100 Mbps Internet leased line connectivity at all the time (24X7X365) at ISPRL Noida.
- 2) All work related to installation, commissioning, configuring of the link and hardware /software (Mux, Modems and Router etc. to make line fully functional at 100 Mbps shall be in the scope of the bidder.
- 3) The bidder shall provide and configure the Hardware (Modems /Router/Switch) etc. and must provide entire connectivity up to the switch level.
- 4) Bidder shall procure and install **four numbers** of wireless router & related infrastructure. Bidder is also required to maintain router for the period of 1 year.
- 5) The router after expiry of 12 month period shall remain as a property of ISPRL and contractor shall have no claim as all the costs have deemed to have been paid to contractor for supply of routers.
- 6) The Bidder is required to provide maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment. The bidder will also be required to depute single point contact personal for all communication with ISPRL.
- 7) The response time for attending the faults will be four hours (maximum) after they are reported to the Bidder
- 8) The bidder will provide Bandwidth reports on monthly basis and along with their bills to be submitted on quarterly basis.
- 9) The bidder is required to provide Static IP and IP pool for video conferencing (16 IPs).
- 10) Bidder will be responsible for making all the payments towards the local loop charges/ rentals /WPC charges etc. Liaisoning wherever required with other firm(s) for obtaining point to point connectivity between ISP node shall be the responsibility of bidder.

TECHNICAL PARAMETERS

1. **Packet Losses:** Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway
2. **Latency:** Less than 100ms from ISPRL Noida to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored
3. **Network Availability (uptime):** More than 99.50 % per month. National Backbone should be available on the same ISP
4. **Downtime Calculation:** Downtime 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 1 hour after they are reported to the ISP.

The services shall be provided 24 X 7 days in a week. Downtime penalty in % shall be deducted in quarterly payment as follows:

S. No.	Downtime	Penalty in % on Quarterly bill
1.	> = 99.50%	0

2.	> 99.51 to < 98.00	5
3.	> 98.00 to < 95.00	10
4.	> 95.00 to < 90.00	20
5.	< 90%	40

5. Downtime due to the following situations will not be considered for the purpose of penalty
 - a. Link down due to power failure / or any situation at ISPRL end which are beyond the control of service provider.
 - b. Due to schedule maintenance by the Service Provider with prior approval

SPECIFICIFICATION FOR WIRELESS ROUTERS

- **Wi-Fi Technology:** AC1900 Dual-band Gigabit, 600+1300 Mbps
- **Network Standards:**
 - 802.11b
 - 802.11a/g
 - 802.11n
 - 802.11ac
- **Wi-Fi Speed:** AC1900 (N600 + AC1300)
- **Wi-Fi Bands:** 2.4 GHz and 5 GHz (simultaneous dual band)
- **Number of Ethernet Ports:**
 - 1x Gigabit WAN port
 - 4x Gigabit LAN ports
- **Antennas:** 4x external, dual-band, detachable antennas
- **Processor:** 1.6 GHz dual-core ARM-based
- **Memory:** 128MB Flash; 512MB DDR3 RAM
- **Wireless Encryption:** 64/128-bit WEP, WPA2 Personal, WPA2 Enterprise
- **Operation Modes:**
 - Wireless Router
 - Access Point
 - Wired Bridge
 - Wireless Bridge
 - Wireless Repeater
- **Certified Operating Systems:**
 - MacOS (10.X or higher), Windows 7, Windows 8.1, Windows 10
- **Security Features:** WPA/WPA2 , 128 bit AES link encryption
- **Regulatory Compliance:** FCC class B
- **Other Certifications:**
 - DNLA Certified
 - Wi-Fi Alliance
 - WPS Setup

DELIVERY PERIOD & INSTALLATION:

Bidder should quote the minimum and maximum period (within one month) he will take to install/operate the link at ISPRL Noida. The date of installation shall actually be deemed to



have been completed on the actual date of installation. The delivery period for start of the services should be adhered to as it will be mentioned in the award documents.

PAYMENT TERMS:

1. All payments shall be released within 15 days of submission of the running bill. No advance shall be paid.
2. Bill against supply & installation of Router and installation of lease line (Part A + Part B) of SOR shall be submitted immediately after completion of the activity. All payments against this bill released within 15 days after submission of the bill
3. Bills against the lease line rental charges (Part-C) shall be submitted on quarterly basis and payments shall be released within 15 days after submission of the bill

SUB-CONTRACTING OR SUB-LETTING:

The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

WARRANTY:

The Bidder will be responsible for the comprehensive maintenance for the equipments supplied during the period of lease agreement. The bidder is responsible for preventive maintenance / replacement of equipments supplied in the lease agreement. The Bidder will do preventive maintenance once a quarter for upkeep of the Systems running.

CANCELLATION/TERMINATION:

In cases where the contractor fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, ISPRL reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the contractor.

RISK & COST

In the event of any breach by the successful bidder (on whom contract is placed) of any of the terms of this contract, if in the opinion of ISPRL, the performance of the successful bidder (on whom contract is placed) is found not to be satisfactory or ISPRL has any reason to believe that the successful bidder (on whom contract is placed) is not carrying out the work to the best advantage , ISPRL shall reserve their right to terminate the contract without notice and without prejudice to the claim of ISPRL against the successful bidder (on whom contract is placed) for damages and the successful bidder (on whom contract is placed) shall have no claim against ISPRL for any compensation for such termination.

In case the successful bidder (on whom contract is placed) fail to perform any of the works within the time provided for performance of the same or in case the successful bidder (on whom contract is placed) commit breach of any of the covenants, stipulations and agreement herein contained, and on his part to be observed and performed then and in any such case, it shall be lawful for ISPRL to arrange such contract from alternate source by an order in writing and to put to an end to this contract and in case ISPRL shall have incurred or sustained or been put to any loss, costs, charges or expenses by reasons of such contract from alternate source as a consequence of termination of the contract, it shall be lawful for ISPRL to forfeit the security deposit cum performance guarantee and also to recover the



costs, damages, expenses etc in and out of any money for the time being payable or owing to the suppliers under or/by virtue of this contract or otherwise to pay and reimburse all such costs, damages and expenses they have sustained, incurred or been put to by any reason of such contract from alternate source having been carried out otherwise or by reason of this contract having been put an end to as aforesaid..

ANNEXURE-1

CHECKLIST FOR COMPLIANCE OF TECHNICAL REQUIREMENTS

Sl no	Technical Specification	Yes/No	Remarks
1	The bidder should be the Tier 1 national ISP and should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).		
2	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 100 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.		
3	The ISP/bidder should have fully resilient and self healing network architecture, on fiber medium, from the international gateway in India up to the international Points of Presence		
4	The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock		
5	All the equipments supplied by the bidder should be capable of handing higher band width in case up gradation is required in the later stage.		
6	Any Software and Hardware required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional		
7	The ILL links should be available in full duplex mode which must be demonstrated		
8	All the POPs from where the ILL bandwidth is provided should have redundancy of equipments, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.		
9	The ILL links should be available in full duplex mode which must be The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week)		
10	The service provider network should be backed by availability of service centers/service personnel in Delhi/NCR to attend faults.		

(Signature and seal of Bidder)



ANNEXURE-2

CLIENT LIST: The Bidder is required to provide the following information regarding execution of Internet Leased Line to at least **three enterprise clients** with necessary supporting documents

Sl. No	Name of client with their office address and contact number	Name of contract / Capacity of lease line	Start date	Completed date
1				
2				
3				

(Signature and seal of Bidder)

GENERAL CONDITIONS OF CONTRACT

PRELIMINARY

This is a Contract for execution of job as defined in bid document at the specified location. The bidder for the above mentioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the un-priced bid) and undersigned is authorized to submit the bid on behalf of bidder.

The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under the NIT.

It is the clear understanding between Indian Strategic Petroleum Reserves Limited and the bidder that in case the bid of bidder is accepted by Indian Strategic Petroleum Reserves Limited and an intimation to that effect is so issued and also a Purchase Order is on the bidder, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.

INTERPRETATION OF CONTRACT DOCUMENTS

All documents forming part of the Contract are mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract; the same shall be brought to notice before submitting the Bid otherwise the decision of Chief Manager (Technical), ISPRL-Noida shall be the final and the contractor shall abide by the decision.

SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, Scope of work, specifications and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts or volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole.

In case of any misunderstanding of terms, the same shall be brought to notice of Chief Manager (Technical) –ISPRL-Noida and his decision shall be final and binding.

DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

- The term "**Agreement**" wherever appearing in this document shall be read as "Contract"
- The "**Authority**" for the purpose of this Contract shall be the **CEO& MD, ISPRL** or any other person so appointed or authorized.
- The "**CEO& MD**" shall mean the Chief Executive Officer& Managing Director of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED or any person so appointed, nominated or designated and holding the office of Chief Executive Officer& Managing Director.

- The "**Change Order**" means an order given in writing by the authorized official of ISPRL to effect additions to or deletion from or alterations into the Work.
- The "Equipment" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion of the work except those intended to form part of the Permanent Work.
- The "**Contract**" between the ISPRL and the Contractor shall mean and include all documents like enquiry, bid submitted by the contractor and the purchase order issued by ISPRL and other documents connected with the issue of the purchase order and orders, instruction, drawings, change orders, directions issued by ISPRL for providing the services ,the execution, completion of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by ISPRL at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- "**The Contractor**" means the person or the persons, firm or Company whose bid has been accepted by ISPRL and includes the Contractor's legal her is, representative, successor(s) and permitted assignees.
- The "**Documents**" shall include Bid documents submitted by the CONTRACTOR, maps, plans and tracings or prints thereof with any modifications approved in writing by ISPRL and such other drawings as may, from time to time, be furnished or approved in writing by ISPRL.
- The "**SERVICES**" shall mean the internet services described in this bid document.
- "**ISPRL**" means the INDIAN STRATEGIC PETROLEUM RESERVES LIMITED incorporated in India having its registered office at OIDB Bhawan, 3rd Floor Plot No.2, Sector – 73, NOIDA-20130, India or their successors or assignees.
- The "**Permanent Work**" means and includes works which form a part of the work to be handed over to ISPRL by the Contractor on completion of the contract.
- The "**Chief Manager**" shall mean the Chief Manager of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED, or any person so appointed, nominated or designated.
- The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the bid documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.
- The "**Sub-Contractor**" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of ISPRL and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- The "**Temporary Work**" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work confirming to practices, procedures applicable rules and regulations relevant in that behalf.



- The "**Bid**" means the document submitted by a person or authority for carrying out the work and the Bidder means a person or authority who submits the bid offering to carry out the work as per the terms and conditions.
- The "**Work**" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

SUBMISSION OF BID

Before submitting the bid, the bidder shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the job for better execution of contract. The Bidder shall be deemed to have satisfied fully before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.

Unless specifically provided for in the bid documents or any Special Conditions, no escalation in the bid rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in cost of labor or due to any other reasons.

ISPRL reserves their right to award the contract to any bidder and their decision in this regard shall be final. They also reserve their right to reject any or all bids received. No disputes could be raised by any bidder(s) whose bid has been rejected.

In consideration for having a chance to be considered for entering into a contract with ISPRL, the bidder agrees that the bid submitted by him shall remain valid for the period prescribed in the bid conditions, from the date of opening of the bid. The Bidder shall not be entitled during the said validity period, to revoke or cancel the bid without the consent in writing from ISPRL.

In case the bidder revokes or cancels the bid or varies any of terms of the bid without the Consent of ISPRL, in writing, the Bidder forfeits the right to the refund of the Earnest Money paid along with the bid.

The prices quoted by the Bidder shall be firm during the validity period of the bid and Bidder agrees to keep the bid alive and valid for extendable period as specified in ITB/LIB each on mutual agreement. The Bidder shall particularly take note of this factor before submitting their bid(s).

The works shall be carried out strictly as per approved specifications under the guidance of ISPRL. The Contractor shall not carry on any work other than the work under this Contract within ISPRL's premises without prior permission in writing from ISPRL.

The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of ISPRL obtained in writing.

All signatures in bid document shall be dated as well as all the pages of all sections of the bid documents shall be initialed at the lower position and signed, wherever required in the bid papers by the Bidder or by a person holding Power of Attorney authorizing him to sign on behalf of the bidder before submission of bid.

The bid should be quoted in English, both in figures as well as in words.

The rates and amounts bid by the Bidder in the Schedule of prices for each item and in such a way that insertion is not possible. The total bided amount should also be indicated both in figures and words with the signature of bidder.

If some discrepancies are found between the rates given in words and figures of the amount shown in the bid, the following procedure shall be applied:

- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.
- When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct.
- When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- All corrections and alterations in the entries of bid paper will be signed in full by the bidder with date. No erasures or over writings are permissible.

Transfer of bid document by one intending bidder to another one is not permissible. The bidder on whose name the bid has been sent only can quote.

The Bid submitted by a bidder if found to be incomplete in any or all manners is liable to be rejected. The decision of ISPRL in this regard is final and binding.

EARNEST MONEY DEPOSIT (EMD)

The bidder will be required to pay a sum as specified in the covering letter as Earnest Money Deposit in the form of Demand Draft in favour of Indian Strategic Petroleum Reserves Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at **Noida**.

The DD is required to be submitted in a **separate envelop superscripting the cover "EMD for providing intent leased line at ISPRL Noida"** and should be attached to the Bid Document. The bids received without the **EMD for an amount of Rs. 20,000/-** or an in valid form of DD, it will be summarily be rejected without any notice.

The earnest money deposit of unsuccessful bidders will be refunded after finalization of the contract.

(Public sector enterprises and small scale units registered with National Small Scale Industries are exempted from payment of Earnest Money Deposit. Small scale units registered with National Small Scale Industries should enclose a photocopy of their registration certificate with their quotation to make their quotation eligible for consideration. The Registration Certificate should remain valid during the period of the contract that may be entered into with such successful bidder. Such bidder should ensure

validity of the Registration Certificate for the purpose)

SECURITY DEPOSIT:

The bidder, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of Ten percent (10%) of the total contract value in the form of Bank Guarantee (BG) / Demand Draft towards the Security Deposit. Such BG shall be valid up to a period of 3 months beyond the expiry of Contract Period.

Security Deposit can also be accepted by way deduction of Security amount of 10% from each Running bills however in that case the bidder is required to submit a Demand Draft of 2.5 % of contract value. EMD of successful bidder shall form a part of security deposit.

EXECUTION OF WORK

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by ISPRL.

COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from ISPRL informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated.

A Letter of Intent is an acceptance of offer by ISPRL and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by ISPRL by forfeiting earnest money deposit/bid bond.

PAYMENT OF CONTRACTOR'S BILLS

Payments will be made against Running Accounts bills certified by ISPRL within 15 days from the date of receipt of the bill. Running Account Bills and the final bill shall be submitted by the contractor ISPRL in duplicate for certification.

Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of ISPRL.

Wherever possible, payment shall be bided to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. ISPRL reserves the right to make payment in any alternate mode also.

STATUTORY LEVIES

Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.



The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

CONTRACTOR TO INDEMNIFY ISPRL

The Contractor shall indemnify ISPRL and every member, officer & employee of ISPRL against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against ISPRL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.

The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his subcontractor and Contractor shall indemnify and keep indemnified ISPRL against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ARBITRATION

All disputes and differences of whatsoever nature, whether existing or which shall at anytime arise between the parties hereto touching or concerning the agreement, meaning, or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Limited (referred to as ISPRL or ISPRL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of ISPRL, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

In the event of the Arbitrator to whom the matter is referred to, does not accept



the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

The work under the Contract shall, however, continue during the Arbitration no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.

Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.

The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in bid header" (say Noida) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Bid header" (say Noida) and conducted in English language.

The Appointing Authority is the CEO& MD of Indian Strategic Petroleum Reserves Limited

SCHEDULE OF PRICES

Sl. No	Description	Unit	Price per each unit	Total Price
Part-A				
1	Wireless Router Installation , commissioning and comprehensive warranty	4 Nos.		
2	Tax as applicable			
	Sub Total (1 +2) - Part A			
Part-B				
	Description	Amount		
1	Installation charges for 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1)			
2	Tax as applicable			
	Sub Total (1+2) - Part B			
Part-C				
1	Lease rent charges for 100 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1)			
2	Tax as applicable			
	Sub Total (1+2) - Part C			
Grand Total (Sub Total -Part A + Part B +Part C)				
Amount in Words				

(Grand Total of Part A, Part B & Part-C shall be used for evaluation purpose for determining the L-1 Bidder)

In case of discrepancy in amount in figures & amount in words, the amount in words shall be treated as final for purpose of determining price bid.

It is hereby confirmed that we have understood the terms and conditions of the bid and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the bid. We agree to abide unconditionally to all the terms and conditions of the bid.

(Signature and seal of Bidder)