



Tender Ref. No.: PNGRB/IT/ILL/2018/03

TENDER for Supply, Installation, Testing and Commissioning of 60 mbps Internet Lease Line

Petroleum and Natural Gas Regulatory Board, 1st Floor, World
Trade Centre, Babar Road, New Delhi-110001

Tel No. 011-23457700, 23457754, 2345769
Fax: - 011-26826783

Email : contact@pngrb.gov.in
Website: www.pngrb.gov.in

INDEX

S. N.	Description	Page Nos.
1	Notice Inviting Tender (NIT)	4
2	Instructions to Bidders (ITB)	7-8
3	Special Terms & Conditions (STC)	10-15
4	Format & Requirements for submitting Technical Bid (Annexure – A)	17-29
5	Format & Requirements for submitting Commercial Bid (Annexure-B)	30
6	Undertaking from Bidder (Annexure-C)	31

SECTION – I

- **NOTICE INVITING TENDER (NIT)**

NOTICE INVITING TENDER

Petroleum and Natural Gas Regulatory Board (PNGRB), New Delhi, invites sealed quotations in two bid system (Technical & Commercial bid in two separate sealed envelopes contained in one bigger envelope) for providing **Internet Leased Line Services as detailed in Annexure- 'A' attached**, from reputed Internet Services Provider (ISP) category 'A' with a proven track record for more than 5 years. Summarized information for this tender is presented below:

Document Ref No.	<i>PNGRB/IT/ILL/2018/03</i>
Completion Schedule/ Contract Period	Commissioning Period: - Within Thirty (30) days at PNGRB, New Delhi from the date of LOA. Contract Period is (03) Three years from the date of commissioning. (Refer Special Terms and Condition Clause No. 2 & 5 for more details)
Requirement	Installation, Commissioning and Maintenance of 60 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at Petroleum and Natural Gas Regulatory Board (PNGRB), New Delhi.
Technical Bid	Format & Requirements for submission of Technical Bid is placed at Annexure- A
Commercial Bid	Format & Requirements for submission of Commercial Bid is placed at Annexure- B
Bid Document Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand only) (Registered Bidders as detailed in "Instructions to Bidder" at Page no 7-8 are exempted)
Earnest Money Deposit along with Tender	Rs. 1,00,000/- (Rupees One lakh only) (Registered Bidders as detailed in "Terms & Conditions of the Bid" at Page no 11 are exempted)
Date of Release of Tender	17.12.2018
Pre-Bid Meeting	26.12.2018
Last date and time for submission of bid	07.01.2019 up to 1500 hrs. (IST) on
Date and time of opening of Technical Bids	14.01.2019 up to 1600 hrs. (IST) on (If the particular day is happened to be a declared holiday in PNGRB, the next working day shall be considered)
Address for Tender inquiry & Delivery	JA (AKG), Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Center, Babar Road, New Delhi, (Delhi)-110001

Secretary
PNGRB

CUT-OUT SLIP

PLEASE DO NOT OPEN BEFORE DUE DATE & TIME

Tender Reference No. : PNGRB/IT/ILL/2018/03

Item : Installation, Commissioning and Maintenance of 60 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at Petroleum and Natural Gas Regulatory Board (PNGRB), New Delhi.

Due Date & Time : 07th January 2019 Up to 1500 Hrs.

Tender Issue date/Time From:17th December 2018 To: 07th January 2019

	To Joint Adviser (AKG), Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Center, Babar Road, New Delhi, (Delhi)-110001 E-mail: garg.anil@pngrb.gov.in
--	--

**To be pasted on the physical envelope containing Original EMD, Original TENDER FEE,
Technical Bid & Commercial Bid (on Separate Envelope)**



SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

1. The tender documents can be collected from the office of Secretary, w.e.f. (except Saturday & Sunday) between 10:00 to 17:00 hours against payment of **Rs. 1000/- (Rupees One Thousand only) (non-refundable) by way of Demand Draft, in favour of 'Petroleum and Natural Gas Regulatory Board, New Delhi 'p a y a b l e at Delhi.**

Alternatively, tender form can be downloaded from our website www.pngrb.gov.in from 17.12.2018 In this case the tender fee shall be enclosed with Technical bid in the form of Demand Draft. There is an exemption of Tender Fee applicable to those units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. **A copy of valid certificate shall be enclosed along with the Technical bid for availing exemption from Tender Fee & EMD.**

2. Tender shall be duly filled and all pages of the tender should be signed by the Authorized Signatory of Bidder with company seal.
3. Bidder shall submit a letter nominating a signatory and authorizing him/her to sign this tender and to coordinate on behalf of the company regarding this tender. Authorization letter shall be written/typed on a letter-head and be submitted along with Technical Bid.
4. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender. The rates shall not be overwritten. The financial figures in commercial bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.
5. The Bidder may visit the site prior to submitting their offer in order to conduct the feasibility study for laying the fiber optic cable connectivity up to server point in PNGRB, New Delhi.
6. The Tender document shall be placed in a properly sealed bigger envelope addressed to JA(AKG), Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Center, Babar Road, New Delhi, (Delhi)-110001 and the said bigger envelope shall contain two separate sealed envelopes. Envelopes containing Technical & Commercial bids. **The bigger envelope shall be super- scribed with tender number, due date and time.** The two sealed envelopes inside the bigger envelope must be super-scribed as:

Envelope No-1: "TECHNICAL BID - PNGRB/IT/ILL/2018/03"

Envelope No-2: "COMMERCIAL BID - PNGRB/IT/ILL/2018/03"

7. All the communication with respect to the tender shall be addressed to:
**JA(AKG),
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Center, Babar Road,
New Delhi, (Delhi)-11000**

8. A pre-bid meeting will be held with the prospective bidders at Petroleum and Natural Gas Regulatory Board, 1st Floor World Trade Center, Babar Road, New Delhi on date and time mentioned in this NIT. The bidder(s) or their authorized representatives **who intend to bid and who have paid the tender fee (in original)** are invited to attend the pre-bid meeting. Bidder's representative shall carry authority letter in Format-F5 as attached with the Bid Document. Bidders are advised to send their queries not later than 02 days prior to pre-bid meeting in following format.

SL#	Ref tender clause no. or description if any	Bidders 's Observation	Clarification Required for

Bidders are requested to attend the Pre-Bid Meeting so that their queries, if any related to the Bid Document and Scope of work shall be addressed. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Addendum and/or Corrigendum, if any, to the tender document, shall be published on the websites subsequent to the pre-bid meet and that Addendum(s)/Corrigendum(s) shall form an integral part of bidding document.

9. The bidder (s) or his designated representative, who have downloaded/procured the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at Petroleum and Natural Gas Regulatory Board, 1st Floor World Trade Center, Babar Road, New Delhi. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.
10. Technical bid will be opened on dated **07th January 2019 at 16:00 hrs** in PNGRB office. A representative of the Bidder may be present at the time of opening of the tender. The date for opening the second envelope containing commercial bid will be intimated to the qualifying bidders separately. In case, the Tender opening date is declared a holiday, the tender would be opened on the next working day at prescribed time.
11. Location of Site: Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Centre, Babar Road, New Delhi-110001. The intending bidder shall be deemed to have visited the SITE and familiarized submitted the tender. Non-familiarity with the site conditions will not be consider a reason either for extra claims or for not carrying out the works in strict conformity with the Drawings and Specifications or for any delay in performance.
12. All permission from Government Authority like New Delhi Municipal Council (NDMC), Public Works Department (PWD) etc and Private Authority like World Trade Center/Bharat Hotel for laying fiber cable from bidder point to PNGRB server room will be the responsibility of the bidder only and any cost increased there on will be borne by the bidder only.

We confirm that the Instructions to the bidder at S. No-1 to 12 as stated above have been thoroughly read while filling up the tender form.

Signature of the Bidder with stamp
Authorized Contact Person Mobile
No. _____

SECTION - III

SPECIAL TERMS AND CONDITIONS (STC)

SPECIAL TERMS AND CONDITIONS OF THE BID

1. Qualifying Conditions for Eligible Bidder: -

- a) The Service provider/ Bidder should have **Category 'A'** ISP license from Govt. of India (Attach a copy of license).
- b) The Service provider/ Bidder should have annual turnover of at least Rs. 50 crores for the last three audited financial years. Annual Audited Financial Statements for last three Years to be attached.
- c) ISP must have DOT license to setup and operate International gateways.
 - i) ISP 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)
 - ii) ISP should have at least one Point of Presence for peering with Tier 1 carriers and local peering within India with at least one other ISP.
- d) Service provider/Bidder should have a fully functional Customer Service Centre(s)/NOC(s), which is operational 365 days X 24 hours. List of Customer Service Centre(s)/NOC(s) must be enclosed.
- e) Service provider/Bidder should have its own fiber-based backbone network of 5000+ kilometer.
- f) The Service provider/Bidder should not have been blacklisted by any government organization.

With Respect to point no. d, e, f above, the Service provider/Bidder shall give self-declaration in an undertaking on letterhead as per Annexure – 'C'.

The PNGRB, New Delhi, reserves the right to carry out the capability assessment of the Service provider/ Bidder and the decision of PNGRB shall be final in this regard.

2. DELIVERY, INSTALLATION & COMMISSIONING PERIOD:

Service provider/Bidder shall deliver, install and commission the Internet leased line at PNGRB, New Delhi within 30 days from the date of award of contract.

ISP shall designate one nodal officer to coordinate for the execution of this Project till successful completion.

3. LIQUIDATED DAMAGES (LD):

The bidder shall take appropriate steps to ensure that the installation & commissioning is completed within the stipulated time to avoid imposition of liquidated damages. In the event of any delay in completion of the job liquidated damages @ 0.50% per week of the total order value will be recovered subject to maximum of Rs 1,00,000/- i.e. EMD for the Tender.

4. TESTING:

After commissioning of said Internet Leased line, the services shall be tested for fifteen working days. The Internet Service Provider shall submit bandwidth utilization report on

daily basis during the testing period. The services shall be continued after satisfactory performance during testing period. Acceptance and billing will be from fifteen days after services are tested and confirmed jointly by PNGRB & bidder. In case of unsatisfactory performance, the services shall be discontinued and no further payment shall be released.

5. CONTRACT PERIOD:

- a. This contract will be valid for a period of Three years.
- b. PNGRB may terminate the contract at any point of time during the contract period by giving 1-month notice.
- c. The period of contract may be extended on the same finalized terms and conditions for further period also on the basis of satisfactory services and mutual agreement.

6. MAINTENANCE & WARRANTY PERIODS:

- a) The Service Provider/Bidder will be responsible for the comprehensive maintenance during the warranty period of three years for which PNGRB, New Delhi will not make any extra payment. Warrantee period will start after the acceptance of installation & testing of complete connectivity.
- b) The Service provider/Bidder will do preventive maintenance on quarterly basis for upkeep of the Systems running. The schedule will have to be adhered strictly by the Service provider/Bidder.
- c) The Technical support services shall be provided 365 days X 24 hours.
- d) The response time for attending the faults will be one hour (maximum) after they are reported to the Service Provider.
- e) The Service Provider will rectify the faults within 6 hours failing which; the Bidder will arrange temporary replacements.
- f) 99% uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ on half yearly basis. Deduction in payment will be made for downtime in the half yearly bills raised by the Service provider/Bidder as per details below:

#	Downtime	Penalty in % on Quarterly bill
1	≥ 99.00%	0
2	≥ 95.00% to < 99.00%	5
3	≥ 90.00% to < 95.00%	10
4	< 90.00%	50

7. EARNEST MONEY DEPOSIT :

- a) Technical Bid should accompany an earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft drawn in favor of “Petroleum and Natural Gas Regulatory Board” payable at New Delhi on a scheduled/nationalized bank.
- b) There is an exemption of EMD applicable to those units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the

concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. **A copy of valid certificate shall be enclosed along with the Technical bid for availing exemption from Tender Fee & EMD.**

- c) PNGRB shall not be liable for payment of any interest on EMD.
- d) Tender is liable to be rejected in case EMD at prescribed rate is not furnished along with the tender.
- e) Any request by the bidders to consider their EMD furnished by them to PNGRB for any other contract/ tender cannot be considered as EMD for this tender.
- f) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder. In case of successful bidder, the EMD shall be converted to performance security deposit and will be returned after three years, subject to successful performance.
- g) The EMD will be forfeited in following cases:
 - I. If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
 - II. If the bidder fails to provide the connectivity with specifications in compliance to as mentioned in Annexure – A
 - III. If the bidder delays the commissioning beyond reasonable time resulting in disruption of PNGRB works
 - IV. If the performance during the contract period of Three years is found unsatisfactory

8. TAXES:

- a) The Taxes must be quoted in clear terms separately. If the taxes are not mentioned separately in the Price offer, it will be presumed that the rates quoted are inclusive of taxes.
- b) The Service provider/Bidder should submit valid documentary proof of GST Registration Number and the details of income tax registration (PAN).
- c) Applicable taxes shall be paid.

9. VALIDITY OF QUOTATION:

The quotation must be valid for 90 days from the date of opening of quotations. PNGRB, New Delhi reserves the right to request the Service provider/Bidder for the extension of the validity of the quotations. The Service provider/Bidder will be at liberty to accept or reject the request.

10. SCHEDULE OF PAYMENT: Mode of payment will be subject to the following conditions on various tasks as under:

a) **One-time Installation & Configuration Charges:**

One-time charges will be paid after the testing period defined in point no. 4, for which the bidder shall submit tax invoice in duplicate (original + copy) giving the reference number of the supply order along with the installation, commissioning and testing report acknowledged by the nominated officer of PNGRB, New Delhi.

All statutory deductions as applicable like TDS, Service Tax shall be made from the payment to the Supplier upon submitting the tax invoice.

b) **Rental Charges:**

Rental charges including bandwidth and other charges if any, are payable half yearly (after end of six months) on producing tax invoice along with a report confirming the 99% uptime in 6 months.

11. RESPONSIBILITIES UNDER THE CONTRACT:

The Service provider/Bidder would be responsible for the following:

- a) The Service provider/Bidder shall be responsible for providing the 60 Mbps (1:1 uncompressed and unshared with last mile on fiber optic) leased line internet connectivity with same upload and download speed at any point of time at PNGRB, New Delhi, at all the time throughout the contract period.
- b) To provide 60 Mbps Internet connectivity (Leased Line) at PNGRB, New Delhi along with Internet Router Port at ISP Gateway for required Bandwidth and minimum 15 Public IP addresses including Reverse Lookups configured at these IP's.
- c) The Service provider/Bidder will have to provide 15 no. of Public IP (IPV4) free of cost.
- d) The Service provider/Bidder shall be responsible for Installation, commissioning, configuring of the link and hardware (POE/Adapter/IDU device etc).
- e) The Service provider/Bidder shall be responsible for maintenance support service (365 days X 24 hours) for bandwidth and equipment.
- f) The Service provider/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. Bidder will be responsible for making all the payments towards the local loop charges/rentals etc.
- g) Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and PNGRB, New Delhi, shall be the responsibility of quoting firm.

12. SERVICE LEVEL GUARANTEE: The Service provider/Bidder will be required to sign Service Level Agreement having the following conditions: -

- a) Ensure the connectivity with 60 Mbps Internet bandwidth at all the time.
- b) Packet Losses: Less than 1% (Average over 1000 ping) till the peering point or International gateway.
- c) Latency: Less than 350 ms from PNGRB, New Delhi to ISP's tier 1 peering point.
- d) Network Availability: More than 98.50 % per month.
- e) Reports for performance, monitoring/usage to be submitted by the Service

provider/Bidder on weekly or monthly basis or as per requirement of PNGRB, New Delhi.

- f) The bidder will provide the facilities to measure the above parameters at IT Division of PNGRB, New Delhi. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, PNGRB, New Delhi will be compensated adequately in respect of the extended time/ deduction in payment for the loss of hours in service.

13. **SUB-CONTRACTING OR SUB-LETTING:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

14. **CANCELLATION/TERMINATION OF ORDER BY PNGRB, NEW DELHI:**

- a. In case, the Service Provider fails either to accept the order or to acknowledge the order without any pre-conditions within 3 days of award of order or fails to start the services according to the stipulated time, PNGRB, New Delhi reserves the right to cancel/terminate the contract with immediate effect.
- b. If services are not found satisfactory during contract period, PNGRB, New Delhi reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the Service Provider to the claim of PNGRB, New Delhi against the successful bidder for damages and the successful bidder shall have no claim against PNGRB, New Delhi for any compensation for such termination.

It may please be noted that in either case, a or b above, EMD shall be forfeited and Service Provider may be blacklisted and shall be barred by PNGRB to do any business for next three years.

15. The Service provider/Bidder not complying with above conditions or not providing complete information as described or tenders received in open covers shall not be considered.
16. PNGRB, New Delhi reserves the right to verify/seek confirmation of all original documentary evidence submitted by Bidder in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.
17. All disputes or differences whatever arising between the ISP and PNGRB, New Delhi shall be settled by the sole arbitrator appointed by PNGRB, New Delhi. No objection shall be raised on the ground that the arbitrator so appointed is an employee of PNGRB or is one of the parties to the tender himself or that the persons so appointed had to deal with the matter to which the tender relates in his official capacity.

18. Address for communication:

All the communication with respect to the tender shall be addressed to:

JA(AKG),
PNGRB, 1st Floor,
World Trade Centre, Babar Road,
New Delhi-110001

19. Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

20. Code of Ethics:

The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such supply, installation and commissioning orders. If the bidders are found in Bid pooling or against law against fraud and corruption then their firms may be blacklisted.

21. Jurisdiction:

In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

We confirm with our acceptance to the Terms & Conditions stated under point 1 to 21 above.

Signature of the Bidder with stamp

Full Name: _____

Firm Name: _____

Authorized Person Mobile No.: _____

These duly signed "Terms & Conditions of the Tender" shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming these terms & conditions is liable to be rejected.

SECTION - IV

FORMS AND FORMATS

- **Technical Bid**
- **Commercial Bid**

BIDDER'S INFORMATION

To,
Joint Adviser (AKG)
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road,
New Delhi – 110001, India

1. Tender Ref. No : **PNGRB/IT/ILL/2018/03**
2. Name of Bidder :
3. Number of Years in Operation
4. Address of Registered Office :
5. Address for Correspondence :
6. PAN No. : GST Registration No. :
7. Contact details of authorized person of bidder who have signed the tender.
 - a. Name :
 - b. Designation :
 - c. Phone (Office):
 - d. Phone (Mobile):
 - e. Email :
 - f. FAX No:
 - g. Website :
8. Last date & Time of submission of bid : 07/01/2019 by 15:00 hours
9. EMD payment details (DD number & Bank detail)
.....
or NSIC Registration No. (SPRS)
.....
10. Tender fee details: DD number, date & bank detail (if downloaded from website)
.....

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

LIST OF ENCLOSURES

To,
Joint Adviser (AKG)
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road,
New Delhi – 110001, India

Dear Sir,

We are enclosing the following documents in the Technical bid:

- a. Duly filled with sign & stamp Tender documents (All pages 1-17)
- b. Authority Letter on company's letter head to authorize Signatory on behalf of the participating company.
- c. Details of Demand Draft towards EMD and Tender fee or copy of valid registration certificate for exemption from Tender fee & EMD
- d. Copies of PAN, GST duly Signed & Stamped.
- e. Copy of License for ISP category 'A'
- f. Copy of License for setting up & Operating International Gateway from DOT
- g. Copy of Annual Audited Financial Statement for last 3 years
- h. Undertaking on letter head as per Annexure "C".
- i. Details of customers with contact details to whom Internet Leased line services with 60 Mbps or higher bandwidth are provided

Sr. no.	Name of Customer	Contact Person	Mobile No.
1			
2			
3			

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

**FORMAT FOR CHARTERED ACCOUNTANT* CERTIFICATE FOR
FINANCIAL CAPABILITY OF THE BIDDER
(For Supply of Goods/ Works/ Services)**

We have verified the Annual Accounts and other relevant records of M/s.....
(Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
Amount (Currency)	
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:

Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income"
(ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. * Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a **Chartered Accountant** to be submitted.
5. ***Bidder Shall submit "Details of Financial capability of bidder" in this format duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid should be duly certified/attested by notary public with legible stamp.***

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

No.

Date:

To,
Joint Adviser (AKG)
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road,
New Delhi – 110001, India

Dear Sir,

We _____ hereby authorize
following
representative(s) to attend un-priced bid opening and price bid opening and for any
other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____
Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned
authorized representatives.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Design

ation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be
signed by a person competent and having the power of attorney to bind the
bidder.

Not more than two persons are permitted to attend techno –commercial un-priced
and price bid opening.

NO DEVIATION CONFIRMATION

To,
Joint Adviser (AKG)
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road,
New Delhi – 110001, India

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:
Date

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

DECLARATION

(This certificate should be issued in the Letter Head of the Bidder)

1. We hereby confirm that the notice & Instructions to Bidder specified in this tender have been thoroughly read while filling up the tender form (Technical Bid & Commercial Bid).
2. It is hereby confirmed that all the Terms & Conditions stated in this tender are acceptable to us.
3. We hereby confirm that our Company has been providing Internet Leased Line services successfully to corporates for more than 5 years
4. We also confirm that the service and support for the continuous functioning of the connectivity during the contract period of Three year, shall be provided as and when demanded with no extra charges.
5. We have a fully functional Customer Service Centre(s) in New Delhi, which is operational 365 days X 24 hours. List of Customer Service Center(s) with location is enclosed. Any complaint received shall be resolved within 3 hours. The list of CSC is as under:

#	Address of CSC/NOC	Contact Person Name	Contact No.	Toll Free Number

6. We have our own fiber-based backbone network of 5000+ Kilometers. We also have Category 'A' certificate.
7. All our POPs from where the ILL bandwidth shall be provided to PNGRB, New Delhi have redundancy of equipment, links, power, backhaul connectivity etc.
8. We confirm that we are not under any liquidation, court receivership or similar proceedings.
9. We further confirm that we have not been Blacklisted or kept under Holiday by any Public Sector Undertaking / Government Organization.
10. We also confirm that the content of the Bidding Document including Corrigendum /Addendum (if any) have not been altered or modified.

11. We agree that if any of the above is noticed in future, our Bid may be rejected / terminated.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

UNDERTAKING

To,
Joint Adviser (AKG)
Petroleum and Natural Gas Regulatory Board,
1st Floor, World Trade Centre, Babar Road,
New Delhi – 110001, India

Dear Sir,

We hereby confirm and state “The contents of the Tender Document including Corrigendum/Addendum etc. downloaded from website have not been modified or altered, modified or tempered in any manner”.

We agree that if any of the above is noticed in future, our Bid may be rejected / terminated.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

For bidders who have account in Bank for Facilize Real Time Gross Settlement (RTGS)/National Electronic Funds Transfer (NEFT) Payment

(To be issued on vendors letter head at the time of submission of bid)

- 1. Bidder Name :
- 2. Bidder Address :
- 3. Bidder Email-id :
- 4. Enclosed Cancelled check leaf: Yes/No
- 5. Particulars of bank account :
 - A. Name of Bank :
 - B. Name of Branch:
 - C. Branch Code:
 - D. Address:
 - E. Telephone Number:
 - F. Type of Account (Current/Saving etc.):
 - G. Account No.:
 - H. RTGS IFSC Code of the Bank Branch
 - I. NEFT IFSC Code of the Bank Branch
 - J. digit MICR Code

I/We hereby authorize to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the responsible.

Signature of Bidder)

BANK CERTIFICATE*

We certify that _____ has an account No. _____ with us and we confirm that the details given above are correct as per our records

Bank Stamp
Date

(Signature of authorized officer of bank)

(*) To be submitted for release of EMD and other payment if any. Kindly submit the cancelled cheque along with this format for verification

Enterprise's Information with respect to the Micro, Small and Medium Enterprises Development Act, 2006 (APPLICABLE FOR DOMESTIC BIDDERS ONLY)

Bidder may be aware that a new Act “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) has come into force from 2 October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- **Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as**

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- **Providing or rendering services**

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) *In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

“We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006.” (Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have **filed** a memorandum with the specified authority, then Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No).”

If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT , 2006 (MSMED ACT 2006)

Tick whichever is applicable

We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:

- a. **Micro Enterprise** - []
- b. **Small Enterprise** - []
- c. **Medium Enterprise** - []

(Please put a tick in the appropriate box)

Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are not applicable to us.

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

Annexure - A

Compliance Sheet for Scope of Work (Bidder needs to submit this along with the bid duly filled and signed)

S.N.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
1	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 60 Mbps symmetric bandwidth without any compression factor through Fiber Optic cable till last mile.	
2	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	
3	The ISP/bidder has independent Network Operation Centre for trouble shooting with 24x7 supports to take care of the ILL link management requirements. The service provider network should be backed by availability of service personnel in New Delhi to attend faults. The service provider should furnish details of Toll-Free number for logging complaints	
4	Internet Router Port at ISP Gateway for required Bandwidth and 15 Public IP addresses of ipv4 pool	
5	The successful bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the IT Division of PNGRB, New Delhi	
6	The successful bidder should submit technical literature explaining the proposed implementation diagram with the technical bid	
7	The connectivity from the POPs of service providers to PNGRB, New Delhi, premises shall be through Fiber Optic Media	
8	All the equipment supplied by the bidder should be capable of handling higher bandwidth in case up-gradation is required in the later stage may be 100 Mbps to 200 Mbps.	
9	Any Software and Hardware required to establish the purchased bandwidth will be provided by bidder to make leased line fully Functional. The media will be RF media POE/Adaptor/IDU device will be provided. Router is under PNGRB SOW	

S.N.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
10	All the POPs from where the ILL bandwidth is provided to PNGRB, New Delhi should have redundancy of equipment, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing	
11	The ILL links should be available in full duplex mode which must be demonstrated to Engineers of IT Division of PNGRB, New Delhi	
12	Service provider has to provide facility to IT Division of PNGRB, New Delhi, to monitor the SLG (Service level Guarantee) parameters (as per point 12 of T&C) and log the Trouble tickets on line. PNGRB, New Delhi should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non unicast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / MRTG to be provided by service provider.	
13	IT Division of PNGRB, New Delhi will consider the successful provision of the link subject to Satisfactory Acceptance Test. The methodology for the test will be at the discretion of the PNGRB, New Delhi. However, the same will be shared with the Bidder / SP. Following tests may be adopted: a. Average latency should not be more than 350 ms up to ISPs 1st Tier 1 peering point. b. Domestic Latency < 80 Millisecond during peak traffic hours c. International Latency < 350 Millisecond during peak traffic hours d. Packet Loss < 1% Till the peering point Facilities of testing above parameters will be provided by the Bidder / ISP	
14	The above said services shall remain valid for three years period from the date of commissioning.	
15	The services shall continue if PNGRB office relocate within DELHI. (Additional reinstallation charges may be considered)	

Signature of the Bidder with stamp

COMMERCIAL BID

Annexure –B

1. Tender Ref. No.: **PNGRB/IT/ILL/2018/03**
2. Name of the Bidder:
3. The offer with rates for the schedule of requirements of services, are elaborated in the table below.

PRICE SCHEDULE for (Commercial Bid)

S. No.	Item description	UOM	Qty	Rate in Rs. (per year) * (Figures & Words)	Total Amount in Rs. (per year)
1	One-time Installation and Commissioning charges of Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic/RF) at PNGRB Server Room, New Delhi	Lumpsum/Job		NA	
2	Rental Charges for Software, Hardware equipment per year. (Validity of the charges three years)	Yearly	3		
3	Rental Charges for Bandwidth 60 Mbps per year. (Validity of the charges three years)	Yearly	3		
4	Rental Charges for extra 10 Mbps Bandwidth per year. (Validity of the charges three years)	Yearly	3		
				Total (in figures)	

Total (in words) –

*Taxes & Duties as applicable shall be paid.

* In case PNGRB will opt the extra bandwidth in multiple of 10 Mbps, the Rate as per item no 4 shall be consider from the date of commissioning for the half yearly payment cycle.

4. **Notes: -**

- a. ***The total price for Three year shall be given due consideration while analyzing the commercial bid.***
- b. **Hardware/ Software charges** - PNGRB, New Delhi will not purchase any hardware or software and Service provider/Bidder will have to provide all the required hardware and software to establish the purchased bandwidth. The last mile will be delivered at RF media.
- c. The rates quoted in the Commercial Bid shall be firm & all-inclusive for Installation, Commissioning, Configuring and maintaining the bandwidth at destination PNGRB, New Delhi. No extra payment shall be paid on account of any discrepancy in nomenclature of items. The bidder shall seek clarifications if any before submitting the bid.
- d. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage.
- e. If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to PNGRB, New Delhi.
- f. PNGRB, New Delhi will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warrantee of the bidder.
- g. The rates shall not be overwritten. The financial figures in commercial bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.
- h. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

It is hereby confirmed that we shall abide all the terms & conditions as specified in this tender.

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

******END OF TENDER DOCUMENT******