



DIRECTORATE GENERAL OF HYDROCARBONS  
(Ministry of Petroleum & Natural Gas)  
OIDB Bhawan, Plot No.2, Sector 73, Noida – 201 301.

## **INVITATION FOR BID**

(National Competitive Bid - Limited)

Bid Document No.: DGH/MM/ADMIN/PENB/032/2012/ENQ-088

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for Publication of Executive Notebooks under Composite Single Bid System from all category “A , B & Diary Makers ” Printers empanelled by Directorate of Advertising and Visual Publicity (DAVP), Ministry of Information and Broadcasting as mentioned under :

1. M/s Ajanta offset & Packaging Ltd., New Delhi
2. M/s Aravali Printers & Publishers (P) Ltd., New Delhi
3. M/s Brijbasi Art Press Ltd., Greater Noida
4. M/s. Delhi Press., New Delhi
5. M/s Gopsons Papers Ltd., Noida
6. M/s International Print-O-Pac Ltd., Noida
7. M/s Nutech Photo Lithographers, New Delhi
8. M/s Paras Offset Pvt. Ltd., New Delhi
9. M/s HT Media, Noida
10. M/s Rakesh Press., New Delhi
11. M/s Rave Scans Pvt. Ltd., New Delhi
12. M/s Thomson Press (India) Limited, New Delhi
13. M/s India Offset Press, New Delhi
14. M/s Bengal Offset Works
15. M/s Chaar Dishayen Printers,
16. M/s Dee Kay Printers
17. M/s Gita Offset Printers Private Limited
18. M/s Gowarsons Publishers Pvt. Ltd.
19. M/s I.G. Printers Pvt. Ltd.
20. M/s J.J. Offsect Printers
21. M/s Kriti
22. M/s New Print India Pvt. Ltd.
23. M/s Niyogi Offset Pvt. Ltd.
24. M/s Nutan Printers
25. M/s Pearl Offset Press (P) Ltd.
26. M/s Rakmo Press Pvt. Ltd.
27. M/s Ratna Offset
28. M/s Selina Publishers
29. M/s Shagun Offset Pvt. Ltd.
30. M/s Shree Om Enterprises

31. M/s Tara Art Printers Pvt. Ltd.
32. M/s Universal Offsets
33. M/s VIBA Press Ltd.
34. M/s Usha Diaries
35. M/s Printman Associate (P) Ltd.
36. M/s MLB Products Pvt. Ltd.
37. M/s Techo Prints

The tender document containing all the terms and conditions has been issued and dispatched to all above listed printers. In the event of non receipt or delay in receipt the same can be downloaded by the above listed bidders.

UNDER REGISTERED POST

No. DGH/MM/ADMIN/PENB/032/2012/ENQ-088

Date: 18.02.2013

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**SUB: Publication of Executive Notebooks**

Last date/time of submission of Tender      **12-March-2013    1400 hrs**

Date/Time of Opening of Tender      **12-March-2013    1500 hrs**

Quotations (duly sealed & properly superscribed) are invited under Single Bid System as per the given format for the item(s) enumerated at Annexure-I attached. For Terms and Conditions, please refer Annexure- II attached. **Please fill in the columns and return Annexure-I and Annexure-II duly signed and sealed on all pages before the last date/time of submission of the tender.**

The detailed Specifications is as attached at **Annexure-I**

In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of the Tender

Yours faithfully

Sanjeev Nanda  
HOD (MM)

For DG, Directorate General of Hydrocarbons

Encl:

1. Annexure-I containing Specification, Quantity, Payment terms and Price Format
2. Annexure-II containing Terms And Conditions

**SPECIFICATION, QUANTITY, PAYMENT TERMS AND PRICE FORMAT**

**SPECIFICATIONS FOR THE EXECUTIVE NOTEBOOKS OF DGH**

1. B5 size (182mm width X 257mm height)
2. 200 pages single ruled and last 50 pages of 1cm squares- Total-250 pages
3. Speciality hi-bright 80 GSM off white executive bond paper, Brightness  $\geq 90\%$  ISO, Opacity  $\geq 87\%$  ISO.
4. 5 sections (of 50 pages each approx.) with 4 multicolour digitally printed (both sides) poly dividers with plain protruding tag.
5. Durable digitally printed (both sides) front and back poly cover with rounded corners
6. Best wire-binding
7. Micro-perforated pages
8. Starting 5 pages will be individual particulars, departmental telephone numbers and oil industry scientific conversion tables.
9. Technical data etc will be designed and digitally printed on both sides of the covers and the dividers by the bidder, as per the requirements of DGH.
10. Each page will have DGH logo on right hand corner, date space in left hand corner and different suitable sayings/quotes at the bottom.
11. The notebooks will be suitable packed in lots and each lot will be wrapped by shrink films. The contract includes delivery at DGH office premises by the bidder.

**NOTE:** The bidder has to design the pages as per technical details provided by DGH(including front and back design and printing of covers and 4 dividers).The bidder has to give a final draft within four weeks from the LOA and take written approval from DGH for printing the desired quantity.

## PRICE FORMAT

**A) Total cost for art, designing, printing and binding including scanning / digitization of maps/figures etc. as per specifications given in enclosed Annexure I.**

<b>Description</b>	<b>Rate for Executive Notebook as per specifications</b>	<b>Rate for +/- 4 pages text (adjustment of price due to increase / decrease of number of pages) (Rs.)</b>
For 1000 copies		
Total Cost(All Inclusive of Taxes)		

- Details of the Taxes included above:\_\_\_\_\_

### **Note:**

- 1.0 Evaluation will be done based on total cost quoted under 'A'  
However, Payment will be made on basis of actual work done
- 2.0 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.
- 3.0 All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figure and words, the rates quoted in words shall be considered as final and authentic.
- 4.0 Purchase Order will be issued to the bidder in case the bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid, economically feasible and responsive.
- 5.0 Payment terms :
  - (a) No advance payment will be made.
  - (b) 100% payment will be made within 30 days from the date of receipt of clear and undisputed invoice/bill.
  - (c) The invoice/bill is to be raised in the name of "HOD (F&A), DGH, New Delhi" after satisfactory completion of the work as per Scope of work duly certifies for completion by DGH.

Signature  
(Seal of bidder)

**TERMS AND CONDITIONS**

1. Your rate should clearly specify whether the same are inclusive of Sales Tax and Excise Duty. If the information is not given, your rate will be taken as inclusive of all taxes / duties / packing / delivery charges.
2. Rate should be given according to the unit and no other alternative will be considered.
3. If you are unable to offer, please return this tender to this office suitably endorsed.
4. Quotations will be opened on scheduled date and time. You may send your representative to be present at the time of opening.
5. Your offer should be delivered to this office in sealed cover by 14.00 Hrs. on due date of opening of bids.
6. The validity of the offer should be up to 60 days in respect of this tender. In the absence of period of validity being mentioned in your offer, it will be assumed that your offer conforms to the validity asked for in this inquiry.
7. The estimated quantities are liable to change.
8. Bid Security: Not Applicable
9. The bidder is required to submit an interest free security deposit within 21 days of award of contract in the form of demand draft in favour of Directorate General of Hydrocarbons payable at New Delhi or Bank Guarantee for 7.5% of the contract value from a Nationalized Bank in India valid for a period of two months beyond expiry of this contract for satisfactory performance of the job. DGH will have right to forfeit Security deposit or invoke Bank Guarantee if the contractor fails to provide satisfactory services to DGH as per the terms of the contract.
10. The entire work should be completed within 10 days after receipt of all input materials from DGH.
11. The specifications of report is given in Annexure-I. However for quality the sample of report to be printed can be seen in DGH office during working hours.
12. The printed copies of report should be properly packed and delivered to our office at DGH, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201301, India

13. Default in delivery / Liquidated damages:

13.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.

13.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.

14. No increase in price on any score shall be entertained by DGH.

**15. FORCE MAJEURE**

15.1 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

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

15.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.

15.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning and estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim.

15.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.

- 15.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. Unless directed by the DGH in writing, the Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 15.7 Either party will have the right to terminate the Contract with a 15 day prior written notice if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

## 16 **TERMINATION**

### 16.1 Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

### 16.1 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of Force Majeure under clause 15.7 hereinabove.

### 16.2 Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a notice in writing have the right to terminate the contract and all the contractor's right and privileges hereunder, shall stand terminated forthwith.

### 16.3 Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

### 16.4 Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

### 16.5 Termination due to delay:



Beside others, DGH can terminate the contract under following conditions:

Delay beyond two weeks in completion of contracted work beyond the scheduled completion date

16.6 Consequences of Termination:

In all cases of termination herein set forth, the obligation of DGH to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the contract, the parties shall continue to be bound by the provisions of the contract that reasonably require some action or forbearance after such termination.

16.7 If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

16.8 Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

16.9 Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 16.1 to 16.7 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and other charges including demobilization charges if provided for in the contract as per the contract up to termination.

16.10 In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

17 **ARBITRATION**

17.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one

arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

- 17.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- 17.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.
- 17.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 17.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 17.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 17.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.
- 17.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 17.9 Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

## 18 **APPLICABLE LAWS**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

## 19 **TAXES AND LEVIES**

- 19.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 19.2 The quoted price shall include all the taxes including Service Tax if applicable and Income Tax, levies, duties etc. shall be borne by the Contractor.
- 19.3 Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.
- 19.4 In the event of introduction of any legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of submission of Price Bid/revised priced bid, as the case may be, as indicated above, but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

## 20 **CONFIDENTIALITY OF INFORMATION**

All information and maps obtained by Contractor from the DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

## 21 **Payment terms :**

- i) No advance payment will be made.
- ii) 100% payment will be made within 30 calendar days from the date of receipt of clear and undisputed invoice/bill.
- iii) The invoice/bill is to be raised in the name of "HOD (F&A), DGH, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida - 201301, India" after satisfactory inspection and delivery of full quantity of material at destination.

### **UNDERTAKING/DECLARATION**

We declare that neither we nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring us from carrying on business dealing with DGH.

Signature  
(Seal of bidder)