



**DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)**

INVITATION FOR BID (IFB)

Directorate General of Hydrocarbons (DGH) invites sealed tenders under Two Bid Systems from experienced contractors for the following services Description of Service: Hiring of Cars for DGH, OIDB Bhawan, Sec-73, Noida.

Bid Document No.: DGH/MM/Admin/Hiring of Cars/034/13-14/ENQ-96

Cost of Bid Document	:	Rs.500 (Non-refundable)
Sale of Bid Document	:	Up to 10.07.2013
Bid Closing Date & Time	:	11.07.2013 at 14-00 hrs. (IST)
Bid Opening Date	:	11.07.2013 at 15-00 hrs. (IST)
Bid Security	:	Rs.1,20,000/-

1.0 A complete set of bid document (non-transferable) containing terms and conditions for the above tender may be purchased by the interested parties from the office of HOD (MM), Directorate General of Hydrocarbons, OIDB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida-201 301, UP, India (Ph No: 0120-2472020, Fax No: 0120-2472049). on submission of a written application along with Cost of the Bid Document in the form of Demand Draft / Banker's Cheque in favour of "Directorate General of Hydrocarbons" and payable at New Delhi.

2.0 Bidders will also have the option of down-loading the Bid document and use the same for participating in the tender. The bidders downloading the Bid document from the website should ensure to submit "Cost of Bid Documents" (in the form of DD made) along with the Technical Bid.

3.0 Complete bid document can be viewed in DGH's web site www.dghindia.org and Central Public Procurement Portal (i.e. eprocure.gov.in/cppp/). Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work, Award of Contract Criteria etc. in particular, before purchase of the Bid Documents.

DGH reserves the right to reject any or all bids without assigning reasons. Purchased Tender Documents are not transferable.

HOD (MM)
For DG, Directorate General of Hydrocarbons

**DIRECTORATE GENERAL OF HYDROCARBONS
(UNDER MINISTRY OF PETROLEUM & NATURAL GAS)
GOVERNMENT OF INDIA
NOIDA**

TENDER NO. DGH/MM/Admin/Hiring of Cars/034/13-14/ENQ-096

TENDER DOCUMENT

FOR

HIRING OF CARS FOR DGH

Directorate General of Hydrocarbons
Under Ministry of Petroleum & Natural Gas
Govt. of India, NOIDA, INDIA

Phone No : (+91)-120-2472000

Tele Fax : (+91)-120-2472049

Office of : Director General

Directorate General of Hydrocarbons (DGH), OIDB
Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-
201301,
UP India.

No. DGH/MM/Admin/Hiring of Cars/034/ 13-
14/ ENQ-096

Date: 19.06.2013

FORWARDING LETTER FOR INVITATION TO BID

SUB: HIRING OF CARS FOR DGH

Dear Sir,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites Bids for hiring of Cars for DGH as given under :-

1. Tender No : DGH/MM/Admin/Hiring of Cars / 034 / 13-14/ ENQ-096
2. Type of Bid : 2 Bid System (Technical Bid & Price Bid)
3. Bid Closing Time & Date : 1400 Hrs (IST) of 11.7.2013
4. Place of Submission : Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India.
5. Bid Opening Time, Date & Place :
(a) Technical bid 1500 Hrs. (IST) 11.07.2013 on the same address at Sl. No. 4.
(b) Price Bid Opening time and date shall be intimated later to technically qualified bidders.
6. Bid Validity : 90 days from the bid closing date.
7. Amount of Bid Bond(Earnest Money Deposit/EMD) (original Bid Bond to be enclosed with the Technical Bid only) : Rs1,20,000/-(Rupees One Lakh Twenty thousand only) Bid Bond in the form of Bank Guarantee(or Demand Draft) is to be submitted as per Performa enclosed at Annexure-VI and it should be valid upto 45 days from the bid closing date.

- | | | | |
|-----|--|---|--|
| 8. | Performance Bank Guarantee (Security Deposit) to be submitted only by the Successful Bidder. | : | 7.5% (7.5 percent) of the annualized contract value to be submitted within 21 days of LOA valid sixty days beyond the date of completion of all contractual obligations. |
| 9. | Inspection of the Cars | : | Within 30 days from the issue of Letter of Award (LOA). |
| 10. | Signing of Contract | : | Contract is to be signed within 21 days from LOA. |
| 11. | Sale of Tender Document | : | Upto 10/07/2013. |
| 12. | Contract Period | : | Three years from Date of LOA. |
| 13. | Mobilization Period | : | 60 Days from LOA. |
| 14. | Qualification Criterion | | Refer Annexure V of Tender Document "Bid Evaluation Criterion" Clause No. 2 & 3. |
| 15. | Other Details | : | Bidders will also have the option of downloading the Bid document and use the same for participating in the tender. The bidders downloading the Bid document from the website should ensure to submit "Cost of Bid Documents" (in the form of DD made) along with the Technical Bid. |

Complete bid document can be viewed in DGH's web site www.dghindia.org and Central Public Procurement Portal (i.e. eprocure.gov.in/cppp/). Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work, Award of Contract Criteria etc. in particular before purchase of the Bid Documents. DGH reserves the right to reject any or all bids without assigning reasons. Purchased Tender Documents are not transferable.

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

Annexure-I	-	Instruction to Bidders.
Annexure-II	-	General Terms and Conditions.
Annexure-III	-	Scope of Work and Special Terms and Conditions.
Annexure-IV	-	Price Bid Format.
Annexure-V	-	Bid Evaluation Criteria.
Annexure-VI	-	Bid Matrix (Check List for Compliance to Tender Conditions)
Annexure-VII-		Bid Bond Performa.
Annexure-VIII-		Performance Bank Guarantee Performa
Annexure-IX-		Format of Affidavit.

Thanking you,

Yours faithfully,

(Sanjeev Nanda)
HOD (MM)
For Director General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

1. COST OF BIDDING

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

2. BID DOCUMENT / TENDER DOCUMENT

- 2.1** The services required, bidding procedures and contract terms are prescribed in the Bid Document.
- 2.2** The bidders are expected to examine all instructions, forms, terms & specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document to the satisfaction of the DGH in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

3. CLARIFICATION ON BID DOCUMENT

- 3.1** A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than 5 days prior to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

4. AMENDMENT OF BID DOCUMENT

- 4.1** At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted / incorporated to the original bid documents.
- 4.2** The amendment will be communicated in writing by Fax and/ or courier to all bidders who had originally received the said Bid Documents. The same amendment will also be hosted on website of DGH for the bidders who have downloaded the bid document from website.
- 4.3** In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to all the bidders.

5. LANGUAGE OF BID

- 5.1** The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and DGH relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so long as it is accompanied by an English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

6. DOCUMENTS COMPRISING THE BID

- 6.1** The bid should be prepared and submitted under the two-bid system. The bid should comprise of “Technical Bid” (Un-priced) and “Commercial Bid” (Priced) separately.

- 6.1.1** The “Technical Bid” (un-priced) should comprise the following components:

- (i) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- (ii) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- (iii) Bid Bond to be furnished in accordance with paragraph 8 of instructions to the Bidders.
- (iv) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).
- (v) The (Bid Matrix) Check List for Compliance to Tender Conditions at Annexure-VI to be submitted in the prescribed format.

- 6.1.2** The commercial bid (priced) in the prescribed format at Annexure-IV to be furnished in the bid document and completed in manner detailed in clause 7 below. It is also to be noted that both technical bid and commercial bid will be submitted together on or before bid closing date. However, DGH will evaluate the un-priced technical bid first. Commercial (priced) bids of only the technically qualified bidders will be opened and evaluated subsequently.

7. BID PRICES

- 7.1** Prices quoted by the successful bidder shall be held firm during its performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Price quotations are to be strictly in accordance with price bid. Conditional bid is liable to be rejected.
- 7.2** All duties, taxes and other levies payable by the successful bidder under the contract, for which its Bid Document is being issued, shall be made accordingly.

8. BID BOND

- 8.1** Bidder shall furnish, as part of its Technical bid a Bid Bond in the format prescribed at Annexure-VII, the amount as specified in the “Forwarding Letter” attached herein before.
- 8.2** The Bid Bond is required to protect the DGH against the risk of bidder’s misconduct which would warrant the forfeiture of the Bid Bond.
- 8.3** The Bid Bond shall be denominated in the currency of the Bid and shall be in the form of a Bank Guarantee issued by a bank having corresponding branch office in India, in the format provided in the Bidding Documents and shall be valid for **45 days beyond validity of the bid.**
- 8.4** Any bid not secured in accordance with above-mentioned sub-Para 8.3 will be considered as non-responsive and rejected by DGH.
- 8.5** Unsuccessful bidder’s Bid Bond will be discharged and / or returned as promptly as possible but not later than 30 days after the expiry of the prescribed date for valid bids referred to in the forwarding letter attached hereto.
- 8.6** The successful bidder’s Bid Bond will be discharged upon furnishing the Performance Bank Guarantee by him.
- 8.7** The Bid Bond may be forfeited:
- a) If a bidder withdraws its bids during the bid validity period.
 - b) In case of a successful bidder, if the bidder fails:
 - (i) To sign the contract within the prescribed date, or
 - (ii) To furnish Performance Bank Guarantee within the prescribed date.

9. PERIOD OF VALIDITY OF BIDS

- 9.1** Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the DGH.
- 9.2** In exceptional circumstances, DGH may solicit the bidder’s consent to an extension of the period of validity. In case of agreement to the request, the bid Bond provided as per above-mentioned para shall also to be suitably extended. The bidder will not be permitted to modify its bid within the extended validity period.

10. FORMAT AND SIGNING OF BID

- 10.1** The bidder shall prepare two copies of both technical as well as priced bid clearly marking each as the “Original Bid” and the “Copy Bid”. In the event of any discrepancy between the “Original” and “Copy”, the “Original” shall prevail over the “Copy”.

- 10.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

11. SUBMISSION OF BIDS

11.1 Sealing and Marking of Bids:

The tender would be processed according to a single stage, **two Bid procedures**. Offers should be submitted in two parts viz., Technical bid and Price Bid, each in duplicate and each in separate envelopes.

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

- Envelope No. 1 Technical Bid
- Tender No.:
- Technical Bid Closing Date:
- Bidder's Name:

11.1.2 The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:

- Envelope No. 2 Price Bid
- Tender No.:
- Bidder's Name:

11.1.3 The Technical and Price bids (each marked "ORIGINAL" and "COPY" as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH:

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

11.1.4 Price bid should be in accordance with technical bid. The technical bid shall not contain any reference to any price / price schedule, directly or indirectly. However, the Price Bid Format as per Annexure-IV shall be submitted along with the technical bid. The offer should contain complete specification, details of service and equipments/accessories offered.

11.1.5 The Bid Bond of requisite amount as mentioned in the forwarding letter for invitation to bid must be enclosed with the Technical Bid.

- 11.1.6** The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.
- 11.2** Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:
- HOD (MM)**
Director General Directorate General of Hydrocarbons (DGH),
OIDB Bhavan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.
- 11.3** Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.
- 11.4** The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexure, if any. It shall be complete and free from any ambiguity, changes or interlineations.
- 11.6** The offered rates will remain firm till finalization of Tender. Any representation or request received after bid opening date and before opening of commercial bid, regarding revision of rates, will not be entertained and may lead to rejection of the Bid.
- 11.7** Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.
- 11.8** The conditions of the contract to enter into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at Annexure-VII.

12. BID OPENING AND EVALUATION

12.1 Opening of Technical Bids by DGH:

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

- 12.2** The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

13. ELIGIBILITY OF THE BIDDER

13.1 The bidder must submit relevant documentary evidence in support of its experience / capability along-with the Technical Bid document.

14. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the DGH may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and the response shall be in writing.

15. DGH'S RIGHT TO ACCEPT OR REJECT BID

The DGH reserves the absolute right to accept or reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

- In the Contract, the following terms shall be interpreted as indicated:
 - (a) The “Contract” means the agreement entered into between DGH and the Contractor, as recorded in the Contract Form signed by the parties, includes all attachments, appendices thereto as also all documents incorporated by reference therein;
 - (b) The “Contract Price” means the price payable to contractor under the contract in consideration for the full and proper performance of its contractual obligations.
 - (c) The “Work” means each and every activity required to be carried out for the successful performance of the service described in the Scope of work at Annexure IV.
 - (d) “DGH” means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
 - (e) “Contractor” means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.
 - (f) “Contractor’s personnel” mean the personnel to be provided by the contractor to provide services in terms of this contract.
 - (g) “DGH Personnel” mean the personnel to be provided by the DGH.

2. EFFECTIVE DATE AND DURATION OF CONTRACT

- a. The effective date of the contract will be mentioned in the Letter of Award.
- b. The total duration of the Contract is 3 Years from date of LOA. The terms and conditions shall continue until the completion of the work.

3. SCOPE OF WORK

- a. The scope of work is for hiring of Cars for DGH is detailed at Annexure III attached herein.

4. LIABILITY

- a. Except as otherwise expressly provided, neither the DGH nor its servants, agents, nominees, contractors or sub-contractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for any loss or damage caused to the equipment and / or loss or damage to the property of contractor and / or its contractors or sub-contractors, irrespective of how such loss is caused. The contractor shall protect, defend indemnify and hold harmless

DGH from and against such loss or damage and any suit, claim or expense resulting there from.

- b. Neither the DGH nor its servants, agents, nominees, assignees, contractors and sub-contractors, shall have any liability or responsibility what-so-ever for injury, illness, or death of any employee of contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

5. SECRECY OF CONTRACT DOCUMENT

- a. The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- b. Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.

6. PERFORMANCE BANK GUARANTEE

- a. Within 15 days of the date of issue of LOA, the contractor shall furnish a Performance Bond to DGH in the form of a bank guarantee drawn on bank/branch in India for 7.5% of Annualized Contract value as per the format provided in Annexure-VIII. The proceeds of the Performance Bank Bond shall be payable to DGH as compensation for Contractor's failure to perform and complete its obligations under the contract.
- b. In the event the contractor fails to honor any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the DGH, DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.
- c. DGH has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of DGH.
- d. The Performance Bank Guarantee shall be valid till the completion of 60 days after the initial duration of the contract with the provision for extension by an additional month in order to enable the DGH to make claims if any.
- e. The Performance Bond will be duly discharged by DGH after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the DGH and/or person/agency appointed by it for the said purpose.

7. FORCE MAJEURE

7.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

7.2 The term “force majeure” as used herein shall mean ‘Acts of God’ including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the Seller’s undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

8. TERMINATION

a. 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.

b. 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 7 hereinabove.

c. 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.

d. 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.

e. 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.

f. Termination due to delay:

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

- Delay beyond two months in completion of contractual work beyond the scheduled completion date

g. 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.

- h.** 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.
- i.** 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.
- j.** 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 8(a) to 8(f) 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.
- k.** 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.
- l.** When the contractor has made himself liable for action, under any of the aforesaid events, the DGH shall issue and serve a notice to the contractor to the effect of termination of the contract, which shall be final and conclusive evidence of the termination of the contract.
- m.** Upon such termination of the contract, the DGH reserves the exclusive right to entrust the balance work for the remaining period of the contract to any other agency, which is found suitable for the satisfactory extension of the work. In such

event, the contractor shall be liable to compensate the DGH for all the losses / damages, if any incurred.

- n. Notwithstanding anything contained elsewhere, DGH will have the right to terminate the contract without assigning any reason whatsoever, by giving 30 days prior written notice to the contractor. The contractor shall not be entitled for any compensation or payment whatsoever nature on account of such termination.

9. INDEMNIFICATION

- a. The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.
- b. DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

10. ARBITRATION

In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

11. 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.

12. TAXES AND LEVIES

- a. 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.
- b. The quoted price shall include all the taxes (excluding Service Tax which will be paid extra as applicable), and Income Tax, levies, duties etc. shall be borne by the Contractor.

- c. 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.

13. CONFIDENTIALITY OF INFORMATION

All data obtained by Contractor from 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.

14. HOLIDAY

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, the same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

15. NOTICES

Any notice given by one party to other pursuant to the contract shall be sent by speed post, registered post, fax, e-mail or courier and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

**Directorate General of Hydrocarbons (DGH),
OIDB Bhavan, Tower A, Plot No.2, Sector-73,
NOIDA-201301,UP India.**

Contractor's Address

.....
.....

ANNEXURE-III

SCOPE OF WORK, TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- 1.01 "In Charge (Logistics)" means the Head of Administration at DGH by whatever designation that may be assigned to him
- 1.02 "Authorized Officer" means an officer of DGH belonging to Logistics Services or any other officer with whom the vehicle(s) is/are deployed for work.
- 1.03 "Month" means any Calendar month.
- 1.04 "Day" means a day starting from 00.00 hrs. to 24.00 hrs.
- 1.05 "Hours" means an hour of 60 minutes. For the purpose of charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 1.06 "Reporting Place" means DGH Transport Officer Control Room OADB Bhawan Noida where the vehicles shall generally report for duty or shall be released after completion of duty. Reporting place may be changed at any time during the currency of the contract.
- 1.07 "Work Site" means the location of operations of DGH, OADB Bhawan Noida or any other work center / station of DGH Noida.
- 1.08 "Duty Hours" means the duty hours of vehicle specified by DGH.
- 1.09 "Route" means the shortest possible approachable road between the two points or otherwise as prescribed by DGH.
- 1.10 "Distance" means distance in kms from base to (but not limited to) work sites / installations / etc. falling in the jurisdictions of Noida or any other out station and vice versa. Fractional distance of 0.5 km shall be ignored
- 1.11 "Driver" means the paid employee(s) of the contractor engaged by him for driving the Light vehicle and in possession of valid professional driving license of 3 years or more as per the statutory requirements of Motor Car Rules and Laws applicable from time to time.
- 1.16 "Vehicle" means Car (diesel or petrol driven) taxis (which are licensed for the intended use) of vintage should not be more than three years during the currency of contract and at the time of placement of vehicles initially against fresh contract vehicle should not be older than 1.9.2012 and complying with the provisions of Motor Vehicle Act and having valid RC Book, valid contract carriage Permits, Package Insurance Certificate, Fitness Certificate & taxes paid up to date and PUC certificate. The detailed specifications of cars have been specified in clause no 2

1.17 "Service" means the services for transportation of senior executives of DGH or any personnel authorized by DGH and related services as specified in the scope of work by road through vehicles (car taxi) from one worksite to other or as directed by DGH.

1.18 "Staff" mean the employees of the contractor for this contract

1.19 "Pro rata hourly rate" means the rate arrived at by dividing fixed hire charges per day per vehicle for 12/06 hours duty by 12/06 hours as the case may be.

2. Technical Specifications & other requirements:

Job no.	Make / Model	AC / Non AC	Fuel (Petrol / Diesel)	Average fuel consumption taken as Km/Litre.
A - 1	• Tata Indica/Maruti Ritz.	AC	Diesel	12
A - 2	• Tata Indigo/Maruti Swift Dezire	AC	Diesel	11
A- 3(P) A-3(D)	• Hyundai Accent/Verna. • Chevrolet Aveo. • Ford Fiesta / Ikon. • Maruti SX4/Honda City. or equivalent value of saloon car.	AC AC	Petrol(P) Diesel(D)	11 14
A - 4	• Chevrolet Optra. • Toyota Corolla. • Honda Civic. or equivalent value of saloon car.	AC	Petrol	11
A-5	• Toyota INNOVA AC or equivalent value of car.	AC	Diesel(D)	10

I. The vintage of vehicles offered for services should not be more than three years during the currency of contract and at the time of placement of vehicles initially against fresh contract, vehicle should not be older than 1.9.2012.

II. Upgraded versions of above mentioned make / models introduced by the manufacture in due course shall also be acceptable at the same rates.

III. Bidder shall be responsible to provide any specific Make / Model of vehicle from above job-categories, as per particular requirement of DGH. For instance, under Job category A-3, a total of about seven make/models are covered, however, DGH can place requisition for any /group of different make/model, only depending upon the specific requirement of visiting dignitaries.

IV. The vehicles offered for duties should have properly cleaned & odorless interiors and should be have white seat covers. They should also be fitted with reverse horn. The

vehicle hired under the contract should be manned by an experienced and competent driver(s), as per prevailing RTO requirements.

- V. The driver must have a mobile phone available with him for smooth co-ordination and service-execution and the same should always be in working condition. In case, the driver reports for the duty without such prescribed mobile phone, then a penalty @ Rs 50/- per day of such lapse shall be charged by DGH towards deficiency in the services.
- VI. The services under Job-A3 ,A4 & A5 are generally required for VIPs, dignitaries or senior executives. As such the drivers performing these duties must always be in white uniform and should always wear shoes.
- VII. All essential documents such as; valid certificates relating to registration, road-tax, insurance, fitness, permit, PUC etc. (Whatever applicable) should always be available with the vehicle.
- VIII. The vehicle on DGH duties shall be equipped with good condition spare wheel and required tools such as jack, spanner etc. for attending any unforeseen service impediment like tyre getting puncture /damaged etc.
- IX. The vehicle on DGH duties shall be equipped with First Aid Kit with adequate medicines.
- X. CNG run Engines in deployed vehicles (CARS) presently will not be permitted.

3. SCOPE OF WORK

3.01 For its activities in DGH intends to hire the services of Cars & on need & call basis for the duties of senior executives, VIP's, dignitaries or any other personnel authorized by DGH. The services shall be utilized (but not limited to) for short-term temporary requirements like airport duties, railway station duties, local/outstation city duties, field duties and also for occasional requirements during various meets, seminars, symposiums, workshops etc.

3.02 Generally these duties shall be for the Noida city or NCR region. However, visiting dignitaries / executives may move in and around NCR and UP.

3.04 The confirmed requirement volume of work for services under Category A-1 and A-2 is mentioned below:

Job-A1: Seven cars.

Job-A2: Two cars

The services for categories A-3, A-4 and A-5 are required purely on need & call basis requirements of DGH Noida Office; as such their accurate forecast cannot be made in advance.

Actual volume of work may vary and depends on operational requirements of DGH from time to time.

3.05 DGH reserves the right to award the total work to more than one firm/contractor.

3.06 The contract shall be valid for a period of THREE years from the date of commencement of services and shall expire automatically after contract period is over.

3.07 This contract shall not entitle the contractor to have exclusive right to carry out transportation of personnel of DGH. DGH can use its own cars at any time whether for full job or part thereof.

4.00 OPERATIONAL CONDITIONS

4.01 Under normal circumstances, the requirement shall be conveyed to the contractor up to the evening (about 18.00 hrs.) of the previous day. DGH shall make all efforts to plan the requirements in advance and give due notice time to the Contractor for arranging the services. For additional need & call bases car requirements other than A1 and A2 categories; the requirement shall be conveyed to contractor in advance by four hour only.

However, there shall be occasions when urgent unforeseen requirements might emerge for which DGH shall give a short notice. The contractor under such circumstances shall be bound to provide the vehicles for the service requirements of DGH.

4.02 After the receipt of requisition from DGH (either written or telephonic), contractor shall arrange to required vehicle and the same shall report for duty at Control Room DGH Noida Office, or at other specified place, well within the time specified by authorized officer of DGH. The delay in reporting shall be considered as non-reporting of the vehicle and Liquidated damages as per provisions of the contract shall be applicable.

4.03 The vehicle provided under the contract must conform to the prescribed technical specification and manned by a competent driver. If it is found that the offered vehicle is not in good condition or does not meet the required technical specifications, then DGH may refuse to accept such vehicles on its duties. The decision with regard to acceptance or rejection of vehicle offered by the Contractor shall remain with In charge Logistics, DGH and his decision shall be final and binding.

4.04 Contractor shall arrange to provide a separate duty-sheet / log-sheet (as per DGH's prescribed format) for each vehicle for recording the duties performed during the day. It shall be the duty of the Contractor / his driver to ensure that the duty sheet is properly filled-in and signed by the user, and mentioning clearly the name and designation of the user. Any tempering of the log-sheet details, by the contractor or his person shall result in no payment for that vehicle for that day / hours. Besides, a penalty @ Rs 200/- per sheet shall be imposed.

4.05 The milometer of the vehicle must always be in working condition. In case, any defect gets developed or is noticed and pointed out by authorized officer, then

Contractor shall immediately get it repaired, failing which the KM run, as certified by authorized officer shall be considered final and taken into account.

- 4.06 Contractor shall ensure that while the vehicle reports for the day's duty, its fuel tank must be filled up at least 3/4th of its capacity for smooth services during the day.
- 4.07 The vehicle must be available for 12 hrs / 6 Hrs duties with DGH, as the case may be. A suitable tea-break / meal break of reasonable duration shall be allowed to the driver, considering the operational requirement of the vehicle.
- 4.08 Contractor shall depute his authorized representative every day at 0800 hours / specified time at DGH Control Room / at any other designated work-site, in case so required, for receiving operational instructions and to ensure proper job co-ordination.
- 4.09 Any deficiency in service requirements stated in the contract, shall entitle non-acceptance of vehicle by DGH and thus liable to attract L.D. as per Liquidated damages clause.
- 4.10 It shall be the responsibility of the Contractor to arrange safe and secured parking for his vehicles. After completion of duties and subsequent release, the vehicles shall be parked by the contractor at his designated place / near to DGH's reporting place at his risk & cost. DGH may allow vehicles to be parked at its premises for the next day duties. However, in such cases the risk and responsibility relating to vehicle shall be solely of the contractor.
- 4.11 **No charges "from garage to reporting place" & "vice a versa" shall be admissible for payment.**
- 4.12 Contractor shall ensure professional competence, verification of character (through police station), antecedents of his employees / crew members deployed on vehicles under the contract.
- 4.13 Contractor shall ensure that only skilled driver with sufficient experience in respective trade are deployed on the job to avoid any accident/mishap and are not put over- exertion, as per applicable labour laws.
- 4.14 The driver deputed under the contract must behave decently with DGH's personnel and must adhere to given instructions with regard to reporting time / place. Contractor shall have to withdraw such persons who are found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to DGH's interests, failing which vehicle shall not be accepted on duty. It will not be binding on DGH to justify the reasons for advising such withdrawal of Contractor's persons.
- 4.15 The contractor and his staff / drivers shall pledge secrecy and non-divulgence of the nature of work of DGH that may prejudice interest of DGH.

- 4.16 Contractor shall ensure that his crew refrain from smoking or carrying any inflammable substance at work-sites and abide by all the safety rules and codes enforced by DGH at work-sites, without exception.
- 4.17 In case the deployed vehicle develops some defects / breakdowns, then contractor shall urgently arrange to provide a replacement vehicle of similar specification.
- 4.18 The contractor shall open an office (in case the same is not in existence presently) with telephone connection in NCR duly manned within 30 days after placements of LOA; so that the contractor can be contacted.
- 4.19 The contractor shall be responsible for arranging fuel /oil and lubricants for the cars provided on hire as and when required. Any work related to operation of the car(s) i.e. repair, maintenance, payment of taxes to Central/State Government, municipalities and RTO / ARTO formalities shall be the responsibility of the contractor and the rates include all such statutory payments/formalities
- 4.20 The contractor shall ensure that no unauthorized man or material is lifted in the cars deputed for DGH's duty. In case any unauthorized man/material is found in the car L.D. as applicable shall be levied.
- 4.21 DGH shall not be responsible for safety / security with relation to contractor's car / his employees or his any other property

5.0 ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

- 5.01 DGH shall be completely free from any liability whatsoever, in the event of an accident while the vehicle is engaged under contract. Contractor will be fully and exclusively responsible for any damage to his vehicle / property, death / bodily injury to his crew members or any other person in his employment, or un-authorized persons traveling in the vehicle, including any third party claim. The contractor shall indemnify DGH against any such claim / compensation.
- 5.02 Contractor will also be solely responsible for any consequences under the law, arising out of any accident caused by his vehicle to the property, equipment or personnel of DGH / third party, including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by DGH / third party on this account.
- 5.03 Contractor shall take sufficient insurance coverage, as per RTO rules / regulations, for his vehicle and for the passengers.

6.0 RATES

- 6.01 The rates quoted by the bidder in Schedule of Rates (Price-Bid) shall be all inclusive, complete, composite and firm for the entire contract duration. The rates shall be inclusive of all the expenses that are necessary for continuance of satisfactory services, throughout the currency of contract. Such expenses shall include, but not restricted to, payments to licensing authorities, labour authorities, any govt./semi govt./local and municipal authorities, dues, taxes levies, fees related

with the service, repair and maintenance, HSD/Petrol , oil lubricants, insurance for vehicle, passengers and crew, salaries and bonus for operational and maintenance staff, expenses on pre-medical / periodical medical examinations & Mines vocational training as per mines rule of his crew, establishment expenses or any other expenses necessary for providing an acceptable and satisfactory level of service under the contract.

6.02 CORPORATE TAX / SALES TAX

Corporate tax / Sales tax assessed on the income of the contractor shall be the responsibility of the Contractor and to be paid by him.

6.03 SERVICE TAX

Service tax, shall be payable extra as applicable.

6.04 The agreed hire-charges shall be as per rates of Schedule of Rates for respective services finalized / awarded by DGH.

6.05 Besides agreed hire-charges, following additional charges / reimbursements shall be payable and regulated as under for each vehicle;

A	Over-time Charges	Rs 50/- per hour (for detention beyond 12 hrs duty / 6 hrs duty, as the case may be)	Subject to a maximum of Rs 200/- per day.
B	Out-station charges	Rs 250/- per night halt	For vehicle detained overnight (between 22.00 hrs to 6 hrs), within / outside jurisdiction of DGH Noida.
C	Parking charges	As per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user)	Receipt should have the Date & Registration no. of the vehicle.
D	Toll (Road or Bridge) / Entry charges	As per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user)	Payment at Toll check-post is responsibility of the Contractor / his driver, which shall be reimbursed subsequently by DGH. Receipt should have the Date & Registration no. of the vehicle.
E	Temporary Inter-state Permit Fee / taxes	As per actual (On production of original receipt with Registration No. & Date).	For vehicles sent on duty to other states i.e., outside NCR.

DGH shall not make any payment other than the agreed hire charges and other charges / reimbursement mentioned specifically here above. In case there is a variation in Diesel / Petrol rates by the Govt., a corresponding correction / adjustment in hire charges shall be effected, as per pre-defined formula, covered hereunder the clause "Escalation / De-escalation of Rates".

7. ESCALATION / DE-ESCALATION OF RATES

In case of any statutory variation (increase/decrease) in the price of Diesel / Petrol effected by the Govt. a corresponding escalation / de-escalation in the rates shall be paid / recovered against each vehicle for the actual kms run, based on the following pre-defined formula;

$$\text{Escalation / De-escalation per KM} = \frac{R2 - R1}{K}$$

Where

R1: Rate of Diesel / Petrol (in Rs per Liter), as on the date of techno- commercial bid opening,

R2: Revised Rate of Diesel / Petrol (in Rs per Liter)

R1 & R2 being the rates, as declared by M/s Indian Oil Corporation Ltd. for Noida

K is the average KMPL (KM run per liter of fuel) considered for the purpose of this contract and shall be considered on following basis;

For Job-A1 (Diesel) KMPL → 12 For Job-A2 (Diesel) KMPL → 11 For Jobs - A3 (P) → 11, A3(D) → 14, A4→11 and A5→10.

The difference payable or recoverable on account of increase / decrease of fuel prices shall be allowed only for TOTAL ACTUAL KMS RUN by the vehicles for DGH duties.

Above escalation/de-escalation shall be considered only for the period for which the rates are changed.

Permitted periodicity of considering Escalation/De-escalation of rates will once in a calendar month only for proper contract administration only.

8.00 LIQUIDATED DAMAGES (LD)

8.01 Non-placement of vehicle

Contractor shall provide the vehicle, as and when required by DGH. In case the contractor fails to provide the vehicle against DGH's requirement, then in addition to the non-payment for the services, the Liquidated Damages equivalent to FULL DAY-RATE shall be recovered by DGH from the bills of the contractor.

8.02 Late reporting of vehicle

In case, contractor fails to provide the vehicle(s) by the specified time, then Liquidated Damages equivalent to 10% of DAY-RATE for each hour of delay shall be recovered by DGH from the bills of the contractor. In addition to this LD, no payment shall be made for delayed period (@ pro-rata hourly basis). DGH also reserves the discretion with regard to acceptance / non-acceptance of late-reporting vehicles.

8.03 In cases when DGH arrange a vehicle from any other agency on account of non-availability of vehicle from the contractor and the cost incurred is higher than LD amount the higher cost of alternative arrangement shall be recovered in lieu of LD

8.04 The liquidated damages as above being pre-estimated genuine loss likely to be caused due to breach of contract which the parties knew at the time of entering into

contract. In the event of any dispute regarding imposition of LD, the decision of DGH shall be final and binding upon the contractor.

9.00 STATUTORY RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall comply with the provisions of all laws, rules and regulations and notifications whether central or state or local, as applicable to him or to his contract from time to time, at his cost.

10. PAYMENT AND BILLING

10.01 Contractor shall submit the bills on approved proforma to In charge Logistics/HOD (Admn) (in duplicate) on monthly basis for the services provided under the contract. The bills of the previous month should be submitted by the 10th of next month. This shall be scrutinized and checked before passing the bills for payment.

10.02 The payments for all undisputed bills shall be made by DGH after scrutiny of the bills normally within 30 working days from the date of submission of bills

10.03 Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Deptt of DGH. A TDS certificate shall be issued by DGH to the Contractor for such deductions.

10.04 DGH shall make timely payments only through Electronic Payment Mechanism (viz NEFT / RTGS / ECS)

10.05 DGH shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor. Further, no interest shall be paid on such delayed payments.

11 WITH HOLDING / RECOVERY FROM PAYMENT

11.01 DGH reserves the right to recover from the bills of the Contractor the amount due to DGH against any losses and damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. DGH also reserves the right to withhold any payment to safeguard the interest of DGH against any dues for which the decision of the In charge Logistics shall be final.

11.02 In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

12 FINAL BILL

12.01 Any and all claims not specifically reflected and included in final bill shall be deemed to have been waived by Contractor and DGH shall have no liability in respect thereof and Contractor shall not be entitled to raise or include in the final bill or subsequently at any time, any claims other than those mentioned in the final bill.

12.02 No claim shall, on any account or ground, be made by the contractor after the final bill, with the intent that the final bill prepared by the contractor shall reflect any and all claims, whatsoever, of the contractor against DGH, arising out of or in connection with the contract or work performed by the contractor there under or in relation thereto and the contractor shall notwithstanding any enabling provision in the contract or in any law and notwithstanding any claim in quantum merit that the contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the final bill and to have absolved and discharged DGH from and against the same even if in not including the same as aforesaid, contractor shall have acted under a mistake of law or fact.

13 Jurisdiction

All the disputes or difference regarding the tender/contract shall be governed by the jurisdiction of the courts situated at New Delhi.

14. Change in Vehicle Requirement.

DGH reserves the right to increase/decrease the number of cars of the contractors by giving 7 days notice without assigning any reasons.

ANNEXURE-IV

PRICE BID FORMAT

Name of work: - Confirmed requirement for hiring the services of cars for Category A-1 and A-2 to be used for Evaluation of Bids

JOB	SERVICES	Requirement for three years	Hire charges per day per vehicle For 12 Hrs duty with 100 kms built-in run	Total for requisite vehicles = (iii)x(iv)	Additional per KM rate, beyond built-in kms (i.e., 100km / 50 km, as the case be)	Total for 50 KM avg. for evaluation purpose = (iii)x(vi) / x 50KM	Total of (v) + (vii)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
A1	Hiring of Tata Indica/Ritz (AC-Diesel)	7 Seven vehicles.	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
A2	Hiring of Tata Indigo /Maruti Swift Dezire (AC -Diesel)	2 Two vehicles.	₹ _____	₹ _____	₹ _____	₹ _____	₹ _____
Bid Evaluation Price for A1 and A2 jobs.(To be used for establishing L1 bidder for award of Job)							₹ _____
Note: 50 KM multiple is “representative average additional KM run figure” and is “statistical average” used for evaluation of offers based on past car usage. This figure does not in anyway represent about the commitment from DGH side for any additional usage and may vary for each car usage. Payment for additional use will be as per actual.							

Name of work: - Need and Call Based requirement for hiring the services of cars for Category A-3, A-4 and A-5 which will not be used for evaluation of bids. The rates will approved for reasonability after requesting the L1 bidder to match with the best reasonable rates available at the time of bid evaluation.

JOB	SERVICES	Requirement for three years	Hire charges per day per vehicle For 12 Hrs duty with 100 kms built-in run	Additional per KM rate, beyond built- in kms (i.e, 100km / 50 km, as the case be)
A3(P) A3(D)	Hiring of Hyundai Accent/Verna / Chevrolet Aveo / Ford Fiesta / Ikon Maruti SX4/Honda City or equivalent value of saloon car	Only Rates Sought for need based use.	A3(P) ₹ _____ A3(D) ₹ _____	A3(P) ₹ _____ A3(D) ₹ _____
A4	Hiring of Chevrolet Optra/Toyota Corolla/Honda Civic or equivalent value of saloon car (AC-Petrol)	Only Rates Sought for need based use.	₹ _____	₹ _____
A5	Hiring of Toyota Innova or equivalent value of Diesel car	Only Rates Sought for need based use.	₹ _____	₹ _____

Note:

- "D" is rate of diesel and "P" is rate of petrol (in rupees per litre) as declared by IOCL as on opening of bid. (during evaluation of tender).
- Above rates during currency of contract will be adjusted for escalation / de-escalation of diesel prices as per the provision of mentioned in special conditions of contract of tender document. This condition will be applicable for "Hire charges per day per vehicle rate" and "additional KM rate" for all categories.
- Hire Charges per day per vehicle for 06 Hrs duty with 50 KM built in run will be taken as 60% of the rates in column (iv) of above tables for additional requirement only. If this mentioned formula is not agreeable to the bidder, then his bid will be rejected outright.
- The above rates shall be inclusive of all taxes, duties, levies. Applicable Rate of service tax as on the date of opening of bid is _____ % (to be mentioned by bidder). Service tax will be paid extra as applicable.
- Requirement mentioned in column-(iii) is indicative and for evaluation purpose only. There is no guaranteed billing under the contract. The bidder who will quote lowest total (for Evaluation) in last row of above table will be considered for award of job. The lowest L1 bidder will be requested to match the rates of non evaluated categories with lowest quotes received during tendering for (A3 and A5 categories) to enable DGH to approve rates to be used subsequently for need base requirement.
- No charges "from garage to reporting place" & "vice a versa" shall be admissible for payment.

Signature of the Bidder:

Name : Designation with stamp :

BID EVALUATION CRITERIA

Name of work: - Hiring the services of cars.

1. Scope of work:

Bidder should confirm, their acceptance to the scope of work as detailed in the annexure-III of the tender document

2. Ownership criteria:

The bidder (or owner/owners of the bidding entity) should be owner of minimum following vehicles.

Details of Vehicles.	Requirement of following minimum ownership of vehicles
Category - Job-A1 or equivalent vehicles viz. Indica / Ritz / Swift / Micra / Etios Liva.	Any 04 (Four) vehicles of specifications mentioned for Job-A1 equivalent vehicles.
Category - Job-A2 or equivalent vehicles viz. Indigo/Swift Dezire / Tyota Etios / Tata Maza / Honda Amaze/Skoda Rapid/Fiat Linea.	Any 02 (Two) vehicles of specifications mentioned for Job A2 equivalent vehicles.

Such owned vehicle shall be registered in the name of the bidder and shall not be more than five years old from the month of invitation of tender

The bidder shall furnish a list of vehicles owned by them giving particulars regarding registration no., year of manufacture, model and transfer of ownership, supported by copies of valid RC Book and other documents duly attested by Notary and latest certificate showing ownership issued by the concerned RTO

3. Bidder's experience:

Bidder must have minimum of Three Years operational experience in providing services of any cars/taxis to any State government / Central government / Public Sector undertaking company / Reputed Limited Company during the period of last 5 years from the last date of submission of bid as specified in the tender or any extensions. At least any two or more of the following notarized documents* have to be submitted in support of the above experience:

- I. Contract Copy.
- II. Copy of confirmatory work order.
- III. Copy of valid experience certificate given by the organization where worked including contract details and two references.

*This is clarified that any two or more of above mentioned duly notarized documents should be submitted along with the bid to provide sufficient information regarding Contract Number, Contract Date, Contract Period, Details about the dedicated similar vehicles this shall necessary include four or more vehicles of A1 (or equivalent mentioned above) and two or more vehicles of A2 or equivalent mentioned above). Such contract/s should be for regular requirement and not for requirement on call basis (i.e., rate approval for need based/adhoc arrangements) pertaining to services provided to clients. Either documents provided shall have Active Address and Telephone Number of Client for establishing authenticity of documents from the issuing authority if necessary or else references with name of clients dealing officers with contact details be provided along with the bid.)

4. Specifications of offered vehicle:

The offered vehicles should meet the specifications given in the tender document.

5. The entire options sought in job of work are mandatory to be quoted. Indicated jobs are required to be quoted and same is undertaken as single point responsibility on call basis during the contract duration of three years.

6.0 Volume of work: (Refer Clause 2 Annexure III under Scope of Work)

Details of confirmed requirement:

Sr. No.	Category	Type of Vehicles	No. of Vehicles required.
1	A1	Tata Indica/Maruti Ritz (AC-Diesel)	Seven vehicles.
2	A2	Hiring of Tata Indigo/Maruti Swift deszire (AC Diesel)	Two vehicles.

Note: A1 and A2 above mentioned volume is firm. A3, A4 and A5 categories quotes sought in Price Format are for need based use only. Actual volume of work may vary and depends on operational requirements of DGH from time to time.

7. Year of manufacture:

The vintage of offered vehicles should not be more than three years during the currency of the contract and at the time of placement of vehicles initially against fresh contract vehicle should not be older than 1.9.2012 and should be licensed for commercial use.

8. MOBILIZATION

Bidder shall furnish an undertaking to provide services as mentioned in scope of work within 60 days of issue of LOA. However, extension of the mobilization period can be considered, at the sole discretion of DGH on merit of the case for a period of 15 days with applicable LD @ 1/2% of annual contract value per week or part thereof delay. Bids with mobilization period more than 60 days from the date of issue of LOA terminate the contract and forfeit the EMD in case the delay is more than 60 days. No further correspondence in this regard shall be entertained by DGH. Bidder must confirm acceptance to the same.

COMMERCIAL EVALUATION & GENERAL

9. Earnest Money Deposit (EMD)

The bidders are required to submit EMD as per following details:-

The EMD shall be in the form of Crossed Demand Draft / Bankers Cheque drawn on any Nationalized / Scheduled Bank payable at Delhi in favour of DGH. Bidders may also submit bid bond as EMD in the form of Bank Guarantee in the prescribed format from a Nationalized / Scheduled Bank payable at Delhi in favour of DIRECTORATE GENERAL OF HYDROCARBONS. EMD submitted in any other form shall not be acceptable.

10. Validity of bid:

The offer should have a validity of 90 days from the date of opening of bid

11. The Bidder should confirm their specific acceptance of following tender clauses without any Exception / deviation:

i. EMD

11.Submission of Security deposit

iii. Failure and Termination.

iv Force Majeure

v. Law and Jurisdiction.

vi. Liquidated damage clause.

vii. Arbitration

viii. Mobilization of vehicles./ Equipment

The acceptance to be given in Appendix 10 of Annexure-1 for this purpose.

12. The Bid should be submitted in Two Bid system as specified at Clause No. 11 Annexure-I (Instruction to bidder) of tender document.

13. The bid should be submitted in the name of the bidder only to whom the tender document has been issued. The forwarding letter in original, for the issue of the bid document, dully signed by the tender issuing officer, should be enclosed by the bidder along with the offer as a proof of purchase of bid document.

14. All pages of bid document, including duly filled appendices or any other enclosures, must be signed by the bidder or his authorized representative, as a token of acceptance of all the terms and conditions contained therein. The tender should be submitted within the scheduled due date and time as mentioned in NIT (or any extension declared after pre-bid conference).

15. The bidder shall clearly indicate their legal constitution e.g. Proprietor ship / Partnership company / Cooperative Society / Trust etc. and submit the notarised copy of certificate of incorporation / registration in case of companies, duly registered partnership deed in case of partnership firm, registered deed in case of trusts and certificate from registrar of Co-operative Society in case of Co-operative Society along with techno-commercial bid.

16. The bidder must have an office with regular Telephone connection at Noida(NCR) or submit an undertaking along with techno-commercial bid that he / they shall establish an office with telephone connection at Noida (NCR) within 30 days from date of issue of LOA. The bidder shall submit the notarized copy of recent telephone bill for proof of office & telephone connection.

17. The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

18. In pursuant to sec. 297 of the Companies Act 1956, the bidder shall have to give declaration as per Appendix 8 of Annexure-1 whether he / they is /are related to any of the Directors of DGH. It is clarified that any affirmative certificate shall not be itself prejudice consideration of the bid. The certificate must accompany the bid.

19. The bidder should submit the following document along with the techno-commercial bid:- An affidavit in the format given at Annexure IX of the tender document on Non Judicial Stamp Paper of Rs.20/- (This includes the details of the documents submitted by the bidder along with an undertaking for the authenticity of the document / information provided).

20. Age of Vehicles DGH needs confirmation for deployed vehicles shall not be older than 19.2012 and documents furnished for qualifying criterion the vehicles shall not be older than five years.

21. Incomplete, incorrect, conditional or vague bids will not be entertained and shall be liable for rejection.

22. Telex / Telegraphic / Fax / Xerox / Photocopies/ scanned copy of the offers will be rejected.

23. This BEC over-rides all other similar clauses operating anywhere in the Bid document.

24. Bidder shall be required to produce all the documents in original if asked by DGH, prior to placement of LOA. These are to be submitted within the time allowed by DGH. Any failure and / or delay to produce the original documents as asked by DGH will make the bid liable for rejection with or without forfeiture of EMD.

25. Bid Submission Matrix:

Commercial & technical matrices are enclosed in the tender document at Annexure-VI must be replied suitably and to be filled in with the reference page no. of their techno-commercial bid by the bidders. Bidder should submit these matrices duly filled in along with the techno-commercial bid, failing which their offer will be rejected.

26. Bidders to note that failure to furnish all information required in the bidding document or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and shall result in the rejection of its bid.

Incomplete, conditional or vague bids indicating exception / deviations to the conditions may be rejected.

27. DGH is not bound to accept the lowest offer and reserve to itself all rights to reject any or all offers without assigning any reasons thereof

28. FINANCIAL EVALUATION:

- (i) The bids will be evaluated based on lowest "Bid Evaluation Price" quoted by the bidders in the price bid format given in the tender.
- (ii) The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates. Discount of any type indicated separately will not be taken into account for evaluation purpose. In case, however the bidder is evaluated as lowest bidder (without considering its discount) and contract is awarded by DGH, in that case DGH will place LOA considering the quoted discount and will avail the discount while actually paying for the rendered services.

BEC MATRIX
(Check List for Compliance to Tender Condition)

Name of work: - Hiring the services of cars on call basis. The Bidder shall fill up all the entries in the matrix and enclose the same with the Techno- Commercial Bid, failing which the Bid shall be rejected outright. This matrix shall form an integral part of the Bid. In case of any discrepancy between the entries made in this matrix and the details otherwise furnished by the Bidder in the Bid document, the information provided in the matrix shall prevail. However in case of any serious discrepancy in the data given in the matrix and supporting documents submitted, the Bid shall be rejected.

BEC Clauses		Bidder's reply	Relevant Page No. of bid document
TECHNICAL EVALUATION:			
1. Scope of work: Bidder should confirm, their acceptance to the scope of work as detailed in the annexure-III of the tender document		Confirmed / Not confirmed	
Ownership criteria: The bidder (or owner/owners of the bidding entity) should be owner of minimum following vehicles		Confirmed / Not confirmed	
Details of vehicles	Requirement of following minimum ownership of vehicles		
Category - Job-A1 or equivalent vehicles such as Indica / Ritz / Swift / Micra / Etios Liva etc.	Any 04 (Four) vehicles of specifications mentioned for Job-A1 equivalent vehicles.		
Category - Job-A2 or equivalent vehicles such as Indigo/Swift Dezire / Tyota / Etios / Tata Maza / Honda Amaze/Skoda Rapid/Fiat Linea etc.	Any 02 (Two) vehicles of specifications mentioned for Job A2 equivalent vehicles.		
Such owned vehicle shall be registered in the name of the bidder and shall not be more than five years old from the month of invitation of tender. The bidder shall furnish a list of vehicles owned by them giving particulars regarding registration no., year of manufacture, Confirmed /Not confirmed model and transfer of ownership, supported by copies of valid RC Book and other documents duly attested by Notary and latest certificate showing ownership issued by the concerned RTO.			

<p>3. Bidder's experience: Bidder must have minimum of Three Years operational experience in providing services of any cars/taxis to any State government / Central government / Public Sector undertaking company / Reputed Limited Company during the period of last 5 years from the last date of submission of bid as specified in the tender or any extensions. <u>At least any two or more of the following notarized documents*</u> have to be submitted in support of the above experience:</p> <p>I. Contract Copy. II. Copy of confirmatory work order. III. Copy of valid experience certificate given by the organization <u>where worked including contract details and two references.</u></p> <p><u>*This is clarified that any two or more of above mentioned duly notarized documents should be submitted along with the bid to provide sufficient information regarding Contract Number, Contract Date, Contract Period, Details about the dedicated similar vehicles this shall necessary include four or more vehicles of A1 (or equivalent mentioned above) and two or more vehicles of A2 or equivalent mentioned above). Such contract/s should be for regular requirement and not for requirement on call basis (i.e., rate approval for need based/adhoc arrangements) pertaining to services provided to clients. Either documents provided shall have Active Address and Telephone Number of Client for establishing authenticity of documents from the issuing authority if necessary or else references with name of clients dealing officers with contact details be provided along with the bid.)</u></p>	Confirmed / Not confirmed	
<p>4. Specifications of offered vehicle: The offered vehicles should meet the specifications given in the tender document.</p>	Confirmed / Not confirmed	
<p>5. Minimum offer to be made: Bidder has to quote for all the jobs under respective category.</p>	Confirmed / Not confirmed	
<p>6.0 Volume of work: The services required as per Clause No 2 of Annexure III under Scope of work.</p>	Confirmed / Not confirmed	
<p>7.0 Year of manufacture: The vintage of offered vehicles should not be more than three years during the currency of the contract and at the time of placement of vehicles initially against fresh contract vehicle should not be older than 1.9.2012 and should be licensed for commercial use.</p>	Confirmed / Not confirmed.	
<p>8.0 MOBILISATION: Bidder shall furnish an undertaking to provide services as mentioned in scope of work within 60 days of issue of LOA. However, extension of the mobilization period can be considered, at the sole discretion of DGH on merit of the case for a period of 15 days with applicable LD @ ½ % of annual</p>	Confirmed / Not confirmed	

contract value per week or part thereof delay. Bids with mobilization period more than 60 days from the date of issue of LOA terminate the contract and forfeit the EMD in case the delay is more than 60 days. No further correspondence in this regard shall be entertained by DGH. Bidder must confirm acceptance to the same. That bidder has noted that cars/taxis with one year vintage will only be permitted during mobilization period.		
COMMERCIAL EVALUATION & GENERAL CLAUSES		
9. Earnest Money Deposit (EMD) The bidders are required to submit EMD for Rs1,20,000/- for the entire scope of work to be undertaken as single point responsibility. The EMD shall be in the form of Crossed Demand Draft / Bankers Cheque drawn on any National/ Scheduled Bank payable Directorate General of Hydrocarbons payable at New Delhi. Bidders may also submit bid bond in the form of Bank Guarantee in the prescribed format from a Nationalized/ Scheduled Bank payable to DGH at New Delhi. EMD submitted in any other form shall not be acceptable.	Confirmed / Not confirmed	
10. Validity of bid: The offer should have a validity of 90 days from the date of opening of bid	Confirmed / Not confirmed	
11. The Bidder should confirm their specific acceptance of following tender clauses without any Exception / deviation: i. EMD ii. Submission of Security deposit iii. Failure and Termination. iv Force Majeure v. Law and Jurisdiction. vi. Liquidated damage clause. vii. Arbitration viii. Mobilization of vehicles The acceptance to be given in Appendix IX of for this purpose	Confirmed / Not confirmed	
12. The Bid should be submitted in Two BID SYSTEM as specified at Clause No 11 of Annexure-I (Instruction to bidder) of tender document.	Confirmed / Not confirmed	
13. The bid should be submitted in the name of the bidder only to whom the tender document has been issued. The forwarding letter in original, for the issue of the bid document, dully signed by the tender issuing officer, should be enclosed by the bidder along with the offer as a proof of purchase of bid document	Confirmed / Not confirmed	

14. All pages of bid document, including duly filled appendices or any other enclosures, must be signed by the bidder or his authorized representative, as a token of acceptance of all the terms and conditions contained therein. The tender should be submitted within the scheduled due date and time as mentioned in NIT (or any extension declared after pre-bid conference).	Confirmed / Not confirmed	
15. The bidder shall clearly indicate their legal constitution e.g. Proprietor ship / Partnership company / Co-operative Society / Trust etc. and submit the notarised copy of certificate of incorporation / registration in case of companies, duly registered partnership deed in case of partnership firm, registered deed in case of trusts and certificate from registrar of Co-operative Society in case of Co-operative Society along with techno-commercial bid.	Confirmed / Not confirmed	
16. The bidder must have an office with regular Telephone connection at Noida or submit an undertaking along with techno-commercial bid that he / they shall establish an office with telephone connection at Noida within 30 days from date of issue of LOA. The bidder shall submit the notarized copy of recent telephone bill for proof of office & telephone connection.	Confirmed / Not confirmed	
17. The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	Confirmed / Not confirmed	
18. In pursuant to sec. 297 of the Companies Act 1956, the bidder shall have to give declaration as per Appendix 8 of Annexure-1 whether he / they is /are related to any of the Directors of DGH. It is clarified that any affirmative certificate shall not be itself prejudice consideration of the bid. The certificate must accompany the bid.	Confirmed / Not confirmed	
19. The bidder should submit the following document along with the techno-commercial bid:- An affidavit in the format given at Appendix IX of Annexure-1 of the tender document on Non Judicial Stamp Paper of Rs.20/- (This includes the details of the documents submitted by the bidder along with an undertaking for the authenticity of the document / information provided).	Confirmed / Not confirmed	

20. Age of Vehicles DGH needs confirmation for deployed vehicles shall not be older than 1.9.2012 and documents furnished for qualifying criterion the vehicles shall not be older than five years.	Confirmed / Not confirmed	
21. Incomplete, incorrect, conditional or vague bids will not be entertained and shall be liable for rejection.	Confirmed / Not confirmed	
22. Telex / Telegraphic / Fax / Xerox / Photocopies/ scanned copy of the offers will be rejected.	Confirmed / Not confirmed	
23. This BEC over-rides all other similar clauses operating anywhere in the Bid document.	Confirmed / Not confirmed	
24. Bidder shall be required to produce all the documents in original if asked by DGH, prior to placement of LOA. These are to be submitted within the time allowed by DGH. Any failure and / or delay to produce the original documents as asked by DGH will make the bid liable for rejection with or without forfeiture of EMD.	Confirmed / Not confirmed	
25. Bid Submission Matrix: Commercial & technical matrices are enclosed in the tender document at Annexure-IV must be replied suitably and to be filled in with the reference page no. of their techno-commercial bid by the bidders. Bidder should submit these matrices duly filled in along with the techno-commercial bid, failing which their offer will be rejected.	Confirmed / Not confirmed	
26. Bidders to note that failure to furnish all information required in the bidding document or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and shall result in the rejection of its bid. Incomplete, conditional or vague bids indicating exception / deviations to the conditions may be rejected.	Confirmed / Not confirmed	
27. DGH is not bound to accept the lowest offer and reserve to itself all rights to reject any or all offers without assigning any reasons thereof	Confirmed / Not confirmed	
28 . FINANCIAL EVALUATION: (i) The bids will be evaluated based on lowest "Bid Evaluation Price" quoted by the bidders in the price bid format given in the tender. (ii) The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates. Discount of any type indicated separately will not be taken into account for evaluation purpose. In case, however the bidder is evaluated as lowest bidder	Confirmed / Not confirmed	

(without considering its discount) and contract is awarded by DGH, in that case DGH will place LOA considering the quoted discount and will avail the discount while actually paying for the rendered services.		
---	--	--

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be submitted on non judicial stamp paper)

Bank Guarantee No

Valid Up to

Date

To

HOD (MM)

Director General Directorate General of Hydrocarbons (DGH),

OIDB Bhavan,

Tower A, Plot No.2, Sector-73,

NOIDA-201301, UP India.

Dear Sir,

1. Whereas Directorate General of Hydrocarbons, a statutory body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India., (herein after called (DGH) which expression shall unless repugnant to the context or meaning thereof include all its successors, administrator, executor and permitted assigns) has floated a Tender for AC Bus Services for DGH Staff and M/shaving its Head/ Registered Office at(hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrator, executors and permitted assigns have submitted a bid reference Noand tenderer having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Rs. (in figure), Rupees (In words).....only for the due performance to tenderer's obligations as contained in the terms of the Tender Documents (NIT) and other terms and conditions contained in the Tender Documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said document.

2. We.....(name of the Bank).....registered under the laws of having head/ registered office at(hereinafter referred to as 'the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns) do hereby guarantee and undertake to pay immediately on first demand to DGH any money or all money payable by the Tenderer to the extent of Rs.....(in words.....only) in aggregate at any time without any demur, reservation & recourse or protest and or without any reference to the Tenderer/bidder/. Any such demand made by DGH on the bank by

serving a written notice shall be conclusive and binding without any proof, on the bank not with standing any disputes or differences raised/ pending between bidder and DGH. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing.

3. The bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent Indian courts at Delhi/New Delhi.
5. This guarantee shall be irrevocable and shall remain in force up to, and including,forty five days after the bid validity date and any demand in respect thereof should reach the bank not later than the aforesaid validity date. Any claim under this Guarantee must be received before the aforesaid validity date.
6. Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. ----- (in words) only and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) unless extended further. Any claim under this Guarantee must be received by us before the said expiry/ extended date and if no such claim has been received by us within the said date/ extended date, rights of DGH, under this Guarantee, will cease. However, if such a claim has been received by us within the said date extended date the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this.....day of2012
.....at

WITNESS No.

_____ (Signature)
(Signature)

Full name and Official address
(in legible letters)

Full name, designation and official
address
(in legible letters) with bank Stamp.

Attorney as per power of Attorney

No. _____

Dated: _____

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be submitted on non-judicial stamp paper)

Ref. No.

Bank Guarantee No. _____

Date ____/____/____

To

HOD (MM)

Director General Directorate General of Hydrocarbons (DGH),

OIDB Bhavan,

Tower A, Plot No.2, Sector-73,

NOIDA-201301, UP India.

Sirs,

In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India. (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of award (LOA)/ Contract dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. _____ for the faithful performance of the entire contract as mentioned in the LOA.

1. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees _____ (in figures) _____) (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court,

Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

2. The Bank also agrees that the DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
3. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
6. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
7. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees _____ (in figures) Rupees _____ (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2013 _____ at _____.

(Signature)

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

WITNESS NO.1

(Signature)

Full name and Official address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____

WITNESS NO.2

(Signature)

Full Name and Official address
(in legible letters)

Towards Performance Bank Guarantee

FORMAT FOR AFFIDAVIT

ON A STAMP (NON-JUDICIAL) PAPER OF RS. 20/-
DULY SWORN BEFORE NOTARY PUBLIC OR FIRST CLASS MAGISTRATE

1. That my name is _____ S/o Shri _____ resident _____ of _____ aged _____ years and I am a Partner/Proprietor/Owner/Director of M/s _____ the bidder.
2. that, I have submitted tender for "Hiring of Cars" to HOD (MM), DGH, and in support thereof I have submitted the following documents as per the requirement of Tender.
 - i. Certificate of incorporation or registration in case of company / Partnership Deed in case of partnership firm / Registered deed in case of trust / Certificate from registrar of co-operative society in case of co-operative society.
 - ii. Experience Certificates.
 - iii. All documents relating to the owned vehicles.
 - iv. EMD as per requirements of BEC.
 - v. Power of attorney valid as on date of opening of techno-commercial bid in the name of authorized signatory.
 - vi. Copy of Telephone Bill in the firms name
 - vii. All documents relating to the vehicles to be offered
3. That M/s _____ (Name of Bidder) has all requisite statutory permissions/ undertaken necessary statutory compliances for executing the intended job/business as detailed in the tender document.
4. That all the above document/information furnished by me in aforesaid tender are true and nothing has been concealed. In case of the information is found false or incorrect. I shall be liable for legal consequence besides forfeiture of the EMD/S.D. and summarily termination of the contract. This right of DGH for forfeiture of EMD/Security Deposit and taking legal action Criminal/Civil against me is independent of any other recourse /remedy or action available to the Corporation (DGH) under NIT/Contract.

Solemnly affirmed on this _____ the day of _____ 20 ____

Signature of Bidder
(With Designation & Seal)

Strike out which is /are not applicable.