

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

TENDER NO. : DGH/MM/IT/Software-serv/047 /2013-14/ENQ NO-105

TENDER DOCUMENT
FOR
MAINTENANCE SUPPORT NEED FOR SOFTWARE FOR DGH OFFICE

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

**Phone No : (+91)-120-2472000
Tele Fax : (+91)-120-2472049
No. DGH/MM/IT/Software-serv/047 /2013-
14/ENQ NO-105.**

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

Date:14-10-2013

To,

FORWARDING LETTER FOR INVITATION TO BID

Sub : Maintenance Support need for Software for DGH Office

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders in duplicate for Maintenance Support need for Software for DGH Office

The salient features of the tender are:

1.	Tender No.	:	DGH/MM/IT/Software-serv/047 /2013-14/ENQ NO-105
2.	Type of Bid	:	2 Bid System (Technical Bid & Commercial Bid)
3.	Tender Fee	:	₹500/- in the form of Demand Draft/ Banker's Cheque in favour of "Directorate General of Hydrocarbons" and payable at New Delhi
4.	Sale/Downloading Period	:	14.10.2013 to 18.11.2013
5.	Bid Closing Time & Date	:	1400 Hrs (IST) on 19/11/2013
6.	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhavan, Tower A, Plot No.2, Sector-73,NOIDA-201301,UP India.
7.	Bid Opening Time, Date & Place	:	(a) Technical bid: 1500 Hrs. (IST) 19/11/2013 on the same address as above. (b) Price bid: Opening time and date shall be intimated to technically qualified bidders.

8.	Bid validity	:	90 days from bid closing date.
9.	Amount of Bid Bond (original Bid Bond to be enclosed with the Technical Bid only)	:	₹1,00,000/- Bid Bond in the form of a Bank Guarantee to be valid up to forty five days beyond the final bid validity (i.e. at the time of bid submission it should be 135 days from the closing date of bid).
10.	Amount of Performance Bank Guarantee to be submitted only by the Successful Bidder.	:	7.5% of the Contract value to be submitted within 21 days of submitting the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 60 days beyond the date stipulated for completion of the contract.
11.	Signing of Contract	:	Contract is to be signed within 28 days of date of issue of LOI.
12.	Duration of the Contract	:	For firm 2 Years.

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

- Annexure-I - Instructions to the Bidders.
- Annexure-II - General Terms & Conditions of Contract
- Annexure-III - Special Terms & Conditions
- Annexure-IV - Scope of Work
- Annexure-V - Commercial Bid
- Annexure-VI - Bid Evaluation Criteria (BEC)
- Annexure-VII - Compliance Statement
- Annexure-VIII - Check List
- Annexure-IX - Performa of Bank Guarantee for Bid Bond
- Annexure-X - Performance Bond Form

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

Thanking you,

Yours faithfully

(Sanjeev Nanda)
HOD (MM)

Encl: As above

For Directorate General of Hydrocarbons

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 15 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 single stage 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 Compliance statement at Annexure-VII to be submitted in the prescribed format.

6.1.2 The commercial bid (priced) in the prescribed format at Annexure-V 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. The bidder will have to however, indicate in their price bid the breakup of the various taxes and duties payable by them.

8. BID BOND

- 8.1** Bidder shall furnish, as part of its Technical bid a Bid Bond in the format prescribed at Annexure-IX, 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 Format as per Annexure-V 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 annexures, 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

- The effective date of the contract will be mentioned in the Letter of Award.
- The total duration of the Contract is about 2 Years.
- The terms and conditions shall continue until the completion of the work.

3. SCOPE OF WORK

- The scope of work is for providing Maintenance Support need for Software at DGH Office, list is given at Annexure IV attached herein.

4. LIABILITY

- 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.

- 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

- 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.
- 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

- Within 21 days of the date of issue of LOI, 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 Contract/order value as per the format provided in Annexure-XI. 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.
- 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.
- 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.
- 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.

- 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 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.
- 7.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.
- 7.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.
- 7.4 Upon the occurrence of such cause, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning, estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the force majeure event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 7.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 7.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. The Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 7.7 Either party will have the right to terminate the Contract with a prior written notice of 15 days if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

8. TERMINATION

8.1 Termination on expiry of the terms (Duration):

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

8.2 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 7.7 hereinabove.

8.3 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.

8.4 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.

8.5 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.

8.6 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

8.7 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.

- 8.8 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.
- 8.9 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.
- 8.10 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 8.1 to 8.8 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.
- 8.11 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.

9. INDEMNIFICATION

- 9.1 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.
- 9.2 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

- 10.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of

CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

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

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

- 12.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 12.2 The quoted price shall include all the taxes (except Service Tax, which will be payable extra as applicable) and Income Tax, levies, duties etc. shall be borne by the Contractor.
- 12.3 Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

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 telegram, telex, cable or fax 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

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.....
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SPECIAL TERMS & CONDITIONS

SCOPE OF SERVICES:

1. The contractor shall provide suitable working hands for various jobs / services as outlined in Annexure-IV. The quantum of job requirement may vary and accordingly contractor may be called upon to increase / decrease the working hands by giving 15 days notice.
2. **Mode of payment**
The Contractor shall submit the bills for services rendered as per contract on quarterly basis and payment will be released within 30 days from the date of receipt of your undisputed bill. Payment will be released after deduction of taxes.
3. In case of any lapse on the part of the contractor or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible.

4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 The contractor will ensure to comply with legal provisions related to this Contract. In case of misconduct etc, and report against any of the employee, the employee shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in DGH again without written consent of the authorized officer or officer-in-charge.
- 4.2 The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of DGH by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to DGH.
- 4.3 In case any of employee is absent and / or is on leave for more than 10 days, the contractor will provide replacement. Such arrangement must be planned in advance.
- 4.4 The work force deployed by the contractor will exclusively be on contractor's pay roll.
- 4.5 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep the DGH and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- 4.6 The Contractor shall be responsible to pay on account of ESI, PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services.
- 4.7 The employees deployed by the contractor shall be exclusively on the payroll of the contractor. The contractor shall be responsible for making monthly payments to its employees on or before 7th of every month and incase of any lapse the contractor shall be exclusively responsible.
- 4.8 The contractor alone shall have right to take disciplinary action against any worker/staff engaged by him while right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against DGH.

- 4.9 The contractor shall be solely responsible to comply with all the provisions of Labour and other Laws/Rules, Regulations, notifications in relation to the employment of his personnel.
- 4.10 The contractor's employees should also be provided Identity Cards by the contractor. Contractor's employees shall not be allowed to enter the office premises without valid identity cards.

5. CONTRACTOR'S OBLIGATIONS

- 5.1 The contractor, if so require, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to the DGH. The Contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act. The Contractor employing 20 (twenty) or more number of workmen on any day of the preceeding 12 months required to obtain requisite license at his cost from the appropriate licensing office/ Officers before undertaking any contract work under that Contractor Labour Regulation & Abolition Act. 1970.

The Contract hereby undertake to indemnify DGH against all claims which may arise under the noted acts:

- a) The Shops and Establishment Act.
- b) The workman,s compensation Act.
- c) The payment of Wages Act.
- d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
- e) Family Pension Scheme.
- f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.

The Contractor shall disburse payment to his personnel on actual basis as per U.P. shops & Establishment Act and subsequent amendments as notified by U.P. Govt.

- 5.4The Contractor shall ensure strict compliance with provisions of various laws mentioned in para (5.1) above.

- 5.5 The Contractor shall provide, as and when required by the DGH, records/ documents to the DGH for its verification of disbursement made for services rendered.

- 5.6 Contract should deposit service tax regularly and submit the receipt of the same DGH for verification.

- 5.7 Contractor shall submit any other documentary evidence as & when called by the DGH in connection with this Contract.

- 5.8 The contractor shall be responsible for the direct supervision of the persons deployed by the contractor.

- 5.9 The contractor shall be responsible for the disciplinary action should be taken primarily by the contractor.

- 5.10 Contractor shall maintain attendance register of the persons deployed.

6. DGH'RESPONSIBILITY / RIGHT

- 6.1 The liability of DGH will be limited only to the payment of amount for providing the required services.
- 6.2 DGH will/not gave instructions to the contractor with regard to any will have nothing is do or be concerned with condition of employment of the workers deployed by the contractor at the premise of DGH.
- 6.3 DGH will not retain any control direct supervising the manner of the discharge dismissal or retirement of the workers engaged by the contractor.

7. DURATION OF THE CONTRACT

The contract will be effective for twoyear from the date mentioned in Letter of Award given to the successful bidder.

8. WITHHOLDING OF PAYMENT

In order to protect DGH, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

- 8.1 For non-completion of contracted work to DGH's satisfaction.
- 8.2 Contractor's indebtedness arising out of execution of the Contract.
- 8.3 Failure of the Contractor to pay or provide for the payment of salaries/ wages, P.F. contributions, taxes or enforced savings with-held from wages etc.
- 8.4 All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- 8.5 Any failure by the Contractor to fully reimburse the DGH under of indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue of which DGH may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which indebtedness shall remain unpaid, with-hold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Withholding will also be effected on account of the following:

- i) Garnishee order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by the DGH in the event of Contractor's failure to adhere to such laws.

9.INSURANCE:-

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

However, CONTRACTOR shall not be required to take insurance cover for their equipment, tools when these are in the custody of DGH.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 13 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“ The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the DGH”.

D) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance DGH or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

SCOPE OF WORK

Background:

DGH has been adopting .Net and Oracle based technology to cater to different process automation and information systems related requirements of DGH. DGH had developed and deployed its current website accessible via www.dghindia.org by its in-house resources. The intranet portal of DGH acts as a gateway for end users to access the relevant application.

The NELP department of DGH is actively involved in carving relevant E&P exploration blocks with the use of ESRI's ArcGIS 9.0 software. NELP department keeps and maintains an extensive database of GIS information of all geo-referenced block data.

Current Requirements:

For smooth operations and uninterrupted services of all in-house IT applications including GIS software, DGH plans to avail skilled technical support services predominantly in the areas of .Net, and ArcGIS 9.0 or any other version from competent software solution provider. The primary support required (detailed below) would be to continuously maintain and extend end user support for .Net based applications, administration and maintenance of Oracle 10/11g database occasional administration and maintenance of IBM Websphere Application Server 6.1. For GIS application the support should include various technical activities like Geo-referencing, Polygon Definition, Shapefile and Feature Class creation, Database Backup etc.

The required support for the proposed work will include the following:

- **Continuous onsite support** at DGH premises for .Net and ArcGIS 9.0 GIS applications since all of those applications require constant end user support and interaction.
- **On-call based** remote/onsite support for Oracle 10g/11g database server and IBM Web sphere 6.0 application server.

Job Definitions:

The following are the minimum service / support required for continuous onsite support.

Service Area	Description of Required Service
Maintenance / Support of .Net Oracle Applications and development	<ul style="list-style-type: none"> - Thorough functional understanding of the existing process for which the application is made. - Thorough code review and understanding of the assigned application. - Routing application maintenance activity including master updation, master data QC etc. - End user support in the form of telephonic support, face to face support etc. - Patching of any detected programming bug. - Development of any form, report as per functional requirement - Development of Oracle PL/SQL scripts to be invoked in .net applications
Maintenance / Support	- Maintenance of ArcGIS 9.0 or any other version of Arc

of GIS Application	GIS <ul style="list-style-type: none"> - ArcGIS 9.0 database backup - Routine GIS activity including Georeferencing of images, Polygon Definition, creation of Shapefile and Feature class etc. - Special data entry for any assigned job/project. - Manage Geographic information data base. - Generation of maps of different geographic permutation and combinations.
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The following are the broad support specialists required by DGH on **On-Call** basis.

Oracle- Database Administration	<ul style="list-style-type: none"> - Occasional Oracle 10g/11g database health check-up. - Extending support to in-house DGH on specific assignment like data-guard configuration, backup configuration etc.
IBM Websphere Administration	<ul style="list-style-type: none"> - Basic Websphere application server configuration on Windows 2003. - Patching of Websphere application server. - Deployment of JSP based application packages. - Configuration of Oracle database connectivity etc.

Qualifications and Experiences:

The educational qualification, minimum required skillset and experiences required for onsite support personnel are as below:

Personnel	Qualification and Experience
.Net Oracle Developer	<ul style="list-style-type: none"> - BE/MCA - Minimum 2 years of experience in .Net environment with C# programming language under MS Visual Studio 2008. - Oracle SQL, PL/SQL programming knowledge. - Desirable to have oil and gas exploration and production domain knowledge.
GIS Specialist	<ul style="list-style-type: none"> - BE/MCA or Post Graduate - Minimum 2 years of experience in Arc-GIS 9.0 or equivalent GIS application - Arc-GIS 9.0 training certification - Desirable to have oil and gas exploration and production domain knowledge.

The minimum qualification and experiences for on-call support specialists are as below:

Personnel	Qualification and Experience
Oracle- Database Administrator	<ul style="list-style-type: none"> - BE/MCA - Minimum 4 years of experience in Oracle 10g/11g database administration
IBM Websphere Administrator	<ul style="list-style-type: none"> - BE/MCA - Minimum 4 years of experience in IBM Websphere administration and maintenance.

Other Terms and Conditions:

- 1) The service contract would be valid for two years.
- 2) The quoted rates would be valid for 2 (two) years.
- 3) DGH would provide necessary software licences, hardware and sitting location.
- 4) The onsite support personnel shall have to report at DGH in OADB Bhawan, Noida sector 73. They will have to manage their own conveyance.
- 5) Payment would be made as per the quoted rates in Annexure V Price Schedule against actual man days availed by DGH.
- 6) The support personnel would be required to give requisite undertaking with regard to maintaining integrity and confidentiality of data sets handled by them.
- 7) The support personnel may be required to visit DGH occasionally with regard to their jobs in weekends or in holidays depending on the nature of the job requirement.

Annexure-V**Price Schedule**

SI No	Service Required (A)	Required Man-days/Year (B)	Man-day Rate (C) in ₹	Total Amount on Column C x B (D) in ₹
1	Onsite .Net Developer	528		
2	Onsite GIS Engineer	264		
3	On Call Oracle-Database Administrator	30		
4	On Call IBM Websphere Administrator	30		
5	Service Tax(as applicable)			
6	Total Bid Value including all taxes for one years			
7	Total Bid Value including all taxes for two years (2 x SI no 6D)			

Note : The bids will be evaluated for the total Bid Value including all taxes for two years against SI No 7. Service tax will be payable as applicable at the time of release of payment. (Refer Clause No 12 of Annexure II) However, payment will be made on actual man-days service availed by DGH along with prevailing service tax at the time of payment, against invoice submitted on quarterly basis.

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference.

B. REJECTION CRITERIA

1 Technical rejection criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents. Incomplete and non-conforming bids will be rejected out rightly.

2.0 Eligibility and experience of the bidder:-

2.1 The bidder should be a PSU / Government Department or any company having minimum CMM Level 3 certification. Documentary evidence in support of the same should be submitted.

2.2 The bidder should be maintaining/developing or completed at least two projects (.Net/GIS) of six lakhs each for any Indians or Foreign corporate during last three years ending on 31st March 2013.

Supporting documents should be submitted

To this effect, Bidder should submit copies of respective certificates, contracts, including the scope of work, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with, failing which the bid will be rejected:

1.0 Proof of the sale/issue of bid document along with techno-commercial bid.

1.1 The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with the offer.

1.2 Bidders downloading the bid document from the website should ensure to submit "Cost of Bid Documents" along with the Technical Bid in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque which should be dated on or prior to the closing date of sale of bid documents. Bids using such downloaded bid documents without proper "Cost of Bid Documents" or with instruments towards "Cost of Bid Documents" dated later than the closing date of sale of bid documents will be summarily rejected

2.0 Bid should be submitted (in Two Bid system) in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

Offers with techno commercial bid-containing prices shall be rejected outrightly.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract, Special Conditions of Contract and General Conditions and Instruction to Bidders.

4.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer
- b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid for 90 **days** from the date of closing of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Offers which do not conform to DGH's price bid format.
- f) Offers which do not confirm to the mobilization period indicated in the bid.
- g) Offers which do not confirm to the contract period indicated in the bid.

4.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

5.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

C. Price Evaluation Criteria

1.1 **Evaluation of bids:** - The price comparison of bids will be done on the basis of total contract cost including taxes & duties as per the Price Format.

1.2 Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax rules 1994 (as amended from time to time) and clearly indicating the applicable rate of service tax (along with rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid. Details of abatements / deductions available, if any, should also be indicated specifically.

In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax. &Work Tax.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. **The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.**

Services on site inspection will be carried out by DGH's officers / representative at the discretion of the DGH.

Annexure – VII

COMPLIANCE STATEMENT *

Tender Enquiry No.DGH/MM/IT/Software-serv/047 /2013-14/ENQ NO-xxDate

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

Sirs,

Having examined the Bidding Documents including Annexure, the receipt of which is hereby duly acknowledged, I / We, the undersigned, offer to undertake the job of Maintenance Support need for Software applications for DGH Office in conformity with the said Bidding Documents for the sum/s as may be ascertained in accordance with the schedule of prices attached with the Price Bid.

I / We undertake, if my/our bid is accepted, to commence the work with effect from the effective date mentioned in LOI.

If my/our bid is accepted, I/We hereby undertake to submit within 21 days of the date of issuance of the said LOI / Award of Contract, a bank guarantee for 7.5 % of contract value for the execution of the order.

I / We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain in force and shall be binding upon us and may be accepted at any time before the expiry of the said prescribed period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us and we shall not be entitled to any modification or any additional rights not conferred in the documents referred to herein above.

I / We understand that you are not bound to accept the lowest bid or any bid you may receive and hereby undertake not to contest the same before any forum.

Dated this day of2013.

.....
(Signature)

.....
(in the capacity of)

Duly Authorized to sign bid for and on behalf of

* To be submitted with Technical Bid.

CHECK LIST*

Please Tick (✓) compliance (Yes/No) for the following:

	<u>Yes</u>	<u>No</u>
(i) The Technical & Commercial Bids are as per tender document	<input type="checkbox"/>	<input type="checkbox"/>
(ii) General & Special Terms & Conditions will be followed	<input type="checkbox"/>	<input type="checkbox"/>
(iii) Scope of work will be totally covered	<input type="checkbox"/>	<input type="checkbox"/>
(iv) Prices have been quoted against each of the items of the Price	<input type="checkbox"/>	<input type="checkbox"/>
(v) Format in the price bid as per given guidelines	<input type="checkbox"/>	<input type="checkbox"/>
(vi) "Price quoted/not quoted" has been indicated in the blank	<input type="checkbox"/>	<input type="checkbox"/>
(vii) Price Format provided with the Technical Bid	<input type="checkbox"/>	<input type="checkbox"/>
(viii) Bid Bond is enclosed with the Technical Bid	<input type="checkbox"/>	<input type="checkbox"/>
(ix) Documentary evidence showing Eligibility and experience	<input type="checkbox"/>	<input type="checkbox"/>
(x) (Copy of Contracts awarded) has been provided	<input type="checkbox"/>	<input type="checkbox"/>
(xi) Office in Delhi/NCR	<input type="checkbox"/>	<input type="checkbox"/>
(xii) Deviation from the tender document? If any, please indicate in separate sheet.	<input type="checkbox"/>	<input type="checkbox"/>

* Check list must be submitted along with the Technical Bid

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be submitted on a non-judicial stamp paper)

Bank Guarantee No. _____

Date _____

To

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

Sirs,

1. Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at Tower A, Plot No.2, Sector-73, NOIDA-201301 (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 _____ and M/s _____ having its Head/ Registered Office at _____ (hereinafter called the "Tenderer"/ "bidder" which expressions shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators and permitted assigns have submitted a bid reference No. _____ and tenderer/bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Indian Rs. (in figures) (Indian Rs. (in words) only for the due performance to tenderer's / bidder's obligations as contained in the terms of the Tender Documents 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 the DGH any money or all money payable by the Tenderer /bidder to the extent of Indian ₹. (in figures) (Indian Rs. (in words) 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 notwithstanding any disputes or differences raised/ pending before any forum between bidder and the DGH.

3. The bank confirms that this guarantee has been issued with due observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent Indian courts of the place from where tenders have been invited.
5. This guarantee shall be irrevocable and shall remain in force up to _____, which includes forty five days after the period of bid validity, and any demand in respect thereof should reach the bank not later than the aforesaid date.
6. Notwithstanding anything contained / herein above our liability under this guarantee is limited to Indian ₹..... (in figures) (Indian ₹. (in words) only and it shall remain in force until (indicate the date of expiry of the bank guarantee) unless extended further. We must receive any claim/s under this Guarantee before the said expiry/ extended date/s and if no such claim/s has been received by us within the said date/ extended date/s, rights of DGH under this Guarantee will cease. However, if we have received such a claim within the said date or the extended date/s the rights of DGH under this Guarantee shall be valid and subsisting and will not cease until we have satisfied the said claim/s.

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

WITNESS No. 1

(Signature)

Full name and official address
(in legible letters)

(Signature)

Full Name, designation &
official Address (in legible
letters) with Bank Stamp
Attorney as per power of
Attorney No. _____
Date : _____

WITNESS No. 2

(Signature)

Full name and official address
(in legible letters)

Annexure-X

BANK GUARANTEE FORMAT

(To be submitted on non-judicial stamp paper)
PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No.

Date ____/____/____

To
Directorate General of Hydrocarbons
Tower A, Plot No.2, Sector-73
NOIDA-201301
INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at Tower A, Plot No.2, Sector-73, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ 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 US Dollars _____ for the faithful performance of the entire contract as mentioned in the LOI.
2. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Indian ₹..... (in figures) (Indian ₹..... (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive

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

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

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian ₹..... (in figures) (Indian ₹. (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)

* This performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

