

This Tender Enquiry No. DGH/MM/GIS/SW/087/2014/ENQ/123 dt. 26th February 2014 for supply of new software and up gradation of existing software with 3D analyst 8.2 version (to Desktop Advance Arc Info Version 10.2 or latest software) is a proprietary purchase of software developed by M/s. ESRI Inc USA, and is addressed only to M/s NIITGIS Limited which is on alliance between M/s. ESRI Inc USA & NIIT Technologies India to provide GIS Solutions to Indian sub continent. Any other authorised representative of M/s ESRI Inc USA can also bid and approach DGH for issue of the enquiry letter with documentary evidence on or before 5.3.2014.

FORWARDING LETTER

To,

Sub: Tender for supply of new software and up gradation of existing.

Dear Sir,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tender in duplicate for providing aforesaid supply/ services.

1.0 The salient features of the tender are:

1	Tender No.	:	DGH/MM/GIS/SW/087/2014/ENQ/123
2	Brief Description of the Services / Scope of Supply.	:	Supply of new software and up gradation of existing of GIS software at DGH, Noida.
3	Type of Bid	:	Single Bid System
4	Document Download	:	05.02.2014
5	Bid Closing Time & Date	:	1400 Hrs (IST) on 06.03.2014
6	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
7	Bid Opening Time, Date & Place	:	1500 Hrs. (IST) on the same date of Bid Closing and at the same address, as above.
8	Bid validity	:	60 days from bid closing date.
9	Amount of Performance Guarantee to be submitted.	:	7.5 % of the Contract value to be submitted within 21 days of the letter of Award (LoA).
10	Terms of Delivery	:	Delivered Free at the Office of DGH, Noida within 7 days of LoA.
11	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	At the rate of ½ % of the individual delivery order value per week or part thereof subject to a maximum of 7.5 % of the Order value for the period extending beyond the scheduled delivery date.

2.0 Annexure – I to III along with **Appendices** are attached to this letter. DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,

HoD (MM)

For : Directorate General of Hydrocarbons.

ANNEXURE-I

INSTRUCTIONS TO BIDDER

A. INTRODUCTION

1.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

2.0 COST OF BIDDING

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 bid 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.

B. THE BIDDING DOCUMENT

3.0 CONTENT OF BIDDING DOCUMENTS

3.1 The services and scope of supply required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bid, the bidding documents include:

ANNEXURE I : Instructions to Bidder with following Appendices.

Appendix 1 : Bid submission proforma.

Appendix 2 : Bank Guarantee for Performance Security

ANNEXURE II : General Terms & Conditions of Contract

**ANNEXURE III : Scope of Supply, Technical Specifications
& Price Schedule.**

3.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

C. PREPARATION OF BID

4.0 LANGUAGE AND SIGNING OF BID

4.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

4.2 Bid shall be submitted in the prescribed bid proforma as per **appendices 1 to 2 of Annexure-I** & Price schedule. The prescribed proforma at Appendices of **Annexure I**, duly filled in and signed should be returned intact whether

quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

4.3 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

4.4 The bid can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

4.5 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

4.6 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.

4.7 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

4.8 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid.

4.9 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.

4.10 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4.11 The original bid should be signed manually by the authorized signatory(ies) of the bidder.

4.12 The complete bid including the prices must be written by the bidder in indelible ink. Bid and/or prices written in pencil will be rejected.

5.0 BID PRICES

5.1 The bidder shall indicate on the appropriate price schedule the net unit prices (wherever applicable) .

5.2 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

5.3 Discount: Bidder is advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

5.4 Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

6.0 PAYMENT TERMS: Within 30 days of receipt of Invoices against completed supplies against each release/ delivery Order against the Rate Contract.

7.0 MODE OF PAYMENT

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidder should invariably provide the following particulars alongwith their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

8.0 PERIOD OF VALIDITY OF BID

8.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not

be withdrawn on or after the opening of bid till the expiration of the validity period or any extension agreed thereof.

8.2 In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

9.0 TELEFAX / e-MAIL / XEROX / PHOTOCOPY BID AND THE BID CONTAINING SCANNED SIGNATURE:

9.1 Telefax / e-mail / Xerox / Photocopy bid and bid with scanned signature will not be considered.

Original bid should be signed manually failing which they shall be rejected.

D. SUBMISSION AND OPENING OF BID

10.0 SEALING AND MARKING OF BID.

10.1 Offers are to be submitted in sealed covers. The cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office. The original and 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.

10.2 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

10.3 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

11.0 MODIFICATION AND WITHDRAWAL OF BID

11.1 No bid may be modified after the dead line for submission of bid.

12.0 EXAMINATION OF BID

12.1 The DGH will examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bid are generally in order.

13.0 SPECIFICATIONS

13.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein.

14.0 NOTIFICATION OF AWARD (NOA)

14.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

14.2 The notification of award will constitute the formation of the contract.

14.3 Upon the successful bidder's furnishing performance security, pursuant to clause 30, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

15.0 PERFORMANCE SECURITY:

15.1 Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) in any one of the following forms:

(a) An Account Payee Demand Draft drawn in favour of 'Directorate General of Hydrocarbons' valid for 90 days from the date of issue and payable at New Delhi.

(b) A Bank Guarantee(BG) as per Appendix 3 from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker

15.2 The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause **7.0** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

15.3 The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

15.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

16.0 SIGNING OF CONTRACT

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with

the General Terms & Conditions of Contract at **Annexure-II**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____ (Validity of Bid. If validity period is not filled in here, it will be treated as the bidder having accepted the validity period as per the Forwarding Letter of this tender).

2. I/We have understood and complied with the "Instructions to Bidder" at **Annexure-I**, and accepted the "General Terms and Conditions" at **Annexure-II** for providing supply / services and have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-III**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

3. If our Bid is accepted, we will submit a security in the form of an account payee Demand Draft or a Bank Guarantee for the applicable amount, for the due performance of the Contract.

4. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

5. We have submitted a copy of valid registration certificate under service tax rules OR We undertake to submit copy of requisite service tax registration certificate along with the first invoice under the contract.

Yours faithfully,

Signature of the Bidder
Name_____

Seal of the Company

Dated

Signature of witness

Address

Note : This form should be returned along with offer duly signed.

Proforma of Bank Guarantee towards Performance Security.

PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No. Dated.

To,
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1.1 In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

1.2 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 assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. 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 as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by 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.

1.3 The Bank also agrees that 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 security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

1.4 The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

1.5 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 all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

1.6 This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

1.7 The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

1.8 The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.

1.9 Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all 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 of20__ at

WITNESS NO. 1

(Signature)

Full name and official
address (in legible letters)

(Signature)

Full name, designation and address (in legible letters)
with Bank stamp

Attorney as per power of Attorney No.....Dt.....

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this ORDER shall have the meaning as defined hereunder.

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by DGH to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.1.1 RELEASE ORDER :

Shall mean Individual delivery orders issued with reference to a Rate Contract during its validity specifying items , quantities and delivery period.

1.2 DGH/PURCHASER :

Shall mean DIRECTORATE GENERAL OF HYDROCARBONS, Noida, India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR :

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by DGH and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB-CONTRACTOR :

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sublet by the SUPPLIER after necessary consent of DGH.

1.6 ORDER PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability

on DGH for any of these charges. The prices will remain firm during currency of the ORDER unless specifically agreed to in writing by DGH.

1.7 DELIVERY PERIOD :

Shall mean the date by which shipment/airfreighting/despatch, as indicated in the ORDER, is effected.

1.8 DESTINATION :

Shall mean the location of the consignee for which this ORDER has been issued.

1.9 EQUIPMENT/MATERIALS/GOODS :

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.10 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

1.11 DRAWINGS :

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the ORDER together with modification and revision thereto.

1.12 SPECIFICATIONS :

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.

1.13 INSPECTORS :

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the contract stage wise as well as final before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.14 TESTS :

Shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER considered necessary by DGH or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.15 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the DGH or their representative or documents, drawings or other particulars in relation to the ORDER.

1.16 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by DGH.

2. SCOPE OF ORDER :

Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

3. ACCEPTANCE OF OFFER

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by DGH, by means of LOI/purchase order, the contract is concluded.

The LOI/purchase order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by DGH by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by DGH.

Recovery of liquidated damages by the DGH from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as

cancellation of the contract which had come into existence on the acceptance of the offer by DGH.

4. NOTICES & ADDRESSES :

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication:

H O D (MM)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Fax : +91 120 2472049

For delivery of supplies and payments:

(b) HoD (IT)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Fax : +91 120 2472049

4.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....
.....
.....

Phone :

Fax:.....

E-mail Id :

5. MODIFICATION IN ORDER :

5.0 All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the ORDER.

5.1 DGH shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

6. PERFORMANCE SECURITY /PERFORMANCE BOND

6.0 The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

6.1 DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

6.2 Performance Security/ Performance Bond shall be refunded/returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.

6.3 In the event of non performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.

6.4 The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

7. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

7.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

7.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, DGH shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to DGH within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period DGH shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

8. REJECTION

If DGH finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters DGH will be the sole judge),

DGH shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to DGH other rights and remedies to recover from the SUPPLIER any loss which the DGH may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, DGH will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to DGH, pay balance to the SUPPLIER.

9. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the release / delivery order price per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of **7.5%** of **contract** price of stores which the contractor/supplier has failed to deliver within the period fixed for delivery Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

OR

(b) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

10. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above

price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

11. INSPECTION/TESTING OF MATERIAL :

11.1 The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

12. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

12.1 If DGH finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which DGH will be the sole judge, DGH will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.

12.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

13. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

14. VARIATION IN QUANTITY

DGH is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

15. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

16. BREAKAGE/SHORTAGE :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

17. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely DGH and the CONTRACTOR. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

18. TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order. Payment shall be subject to Tax Deduction at source as per Indian Tax Laws. The original invoice should accompany the following documents/details:

- a) Copy of valid registration certificate under the VAT/Sales Tax rules. (Copy of valid registration certificate under the Service Tax rules, if applicable, in cases where supply involves rendering of any service also).
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidder') of bid document.
- c) Tax Invoice (Original and duplicate) issued under relevant rules Central Excise, respective State VAT Act and Service Tax (as applicable), clearly indicating rates and amount of various taxes/ duties shown separately).
- d) Proof of delivery in case of direct / door delivery.
- g) Warranty/ Guarantee Certificate.
- h) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.

19. ARBITRATION

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

19.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

19.7 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.

19.8 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.

20. APPLICABLE LAW AND JURISDICTION

20.1 The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

21. EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

22. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

23. LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party be liable to the other whether in contract, tort or otherwise for any consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs or environmental pollution damage whatsoever arising.

ANNEXURE-III**Tentative Scope of Supply, Specifications & Price Schedule**

Sl.No (a)	Item (software) Description (b)	Estd Qty (c)	Unit price (d)	Amount (e) = c x d
1	Arc GIS desktop Advance (Arc Info) Version 10.2 or Latest	1		
2	Upgrade of existing Desktop Advance (Arc Info) along with 3D Analyst extension ver. 9.2 to Ver. 10.2 or Latest	1		
3	Total			
4	Taxes : (Specify type & percentage)			
5	Grand Total including Taxes			

Notes :

- (i) Price quoted is inclusive of Packing, Forwarding charges & Taxes for Free Delivery at DGH, Noida.