



**DIRECTORATE GENERAL OF HYDROCARBONS**  
(Ministry of Petroleum & Natural Gas)  
Plot No.2, OI DB Bhawan, Sector 73, Noida-201301  
Ph: 0120 – 247 2000. E-mail: mm@dghindia.org

**INVITATION TO BID – National Competitive Tender (Limited, Two Bid System)**

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for procurement of backup server for ECMS & MIS data backup & server monitoring for DGH office, OI DB under two bid system (Techno-commercial bid and price bid) from the known firms ,whose names are as mentioned under(subject to their satisfying the pre-qualification criteria i.e. PQC):

1. M/s. HCL Infosystems Ltd.,Noida
2. M/s. Corporate Infotech Pvt Ltd.,Delhi
3. M/s. C.I.Infotech Pvt. Ltd.,New Delhi
4. M/s. Fujitsu India Pvt. Ltd.,Gurgaon
5. M/s. Zest Systems Pvt. Ltd.,New Delhi
6. M/s. Digital Research,New Delhi
7. M/s. Vas Info Solutions Pvt. Ltd.,Indirapuram,Ghaziabad
8. M/s. Transtek Infoways Pvt. Ltd.,New Delhi
9. M/s. Kendriya Bhandar,New Delhi
10. M/s. The National Cooperative Consumers federation of India Ltd.New Delhi
11. M/s. National Informatics Center Services Incorporated (NICSI), New Delhi

The detailed tender documents for the above are available on DGH's website [www.dghindia.org](http://www.dghindia.org). and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> for immediate and general information only. Any other interested vendor satisfying the PQC can request (preferably by fax or in person) the HoD (MM), DGH, OI DB Bhawan, Tower A, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) by 26.11.2014 at the latest to get the bid documents issued. Bids shall be submitted by 1400 hrs on 26.11.2014

Tender No	Description of Item
DGH/MM/IT/ECMS-Hardware/110/2014/ENQ/146	<b>Procurement of backup server for ECMS and MIS data backup &amp; server monitoring.</b>

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Technical Specifications et al. in particular before purchase / download of the Bid Documents.

**Pre-Qualification Criteria**

1. The vendor should be OEM or OEM authorized vendor for supply of hardware server.
2. The vendor should have executed minimum two orders of supply of similar type of server to at least two sites during the last two years ending on 31<sup>st</sup> August 2014.
3. Vendor has to provide documentary proof in form of OEM authorization letter, order copy etc.

**DIRECTORATE GENERAL OF HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS**

**GOVERNMENT OF INDIA**

**NOIDA**

**TENDER NO. : DGH/MM/IT/ECMS-Hardware/110/2014/ENQ/146**

**TENDER DOCUMENT**

**FOR**

**Procurement of backup server for ECMS and MIS data backup & server  
monitoring for DGH Office OADB, NOIDA**

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

Phone No : (+91)-120-2472000  
Tele Fax : (+91)-120-2472049

Office of : Director General (DGH)  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, NOIDA-201301, INDIA

**FORWARDING LETTER FOR INVITATION TO BID**

To,

**Subject: Procurement of backup server for ECMS and MIS data backup and  
Server monitoring.**

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders for providing aforesaid scope of supply / services.

The salient features of the tender are:

1	Tender No.	:	DGH/MM/IT/ECMS-Hardware/110/2014/ENQ/146
2	Brief Description of the Services / Scope of Supply.	:	Procurement of backup server for ECMS & MIS data backup & server monitoring
3	Type of Bid	:	National Competitive Bidding - Limited Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	Document Issue End Date	:	18.11.2014
5	Bid Closing Time & Date	:	1400 Hrs (IST) on 26.11.2014
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	:	Techno-commercial bid : 1500 Hrs. (IST) on the same date of Bid Closing and at the same address, as above. 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 Techno-commercial Bid only)	:	Rs. 14,000.00 Bid Bond in the form of DD / a Bank Guarantee (Ref. clause no.14 of Annexure-I)
10	Amount of Performance Guarantee to be submitted only by the Successful Bidder.	:	5% of the Contract value to be submitted within 21 days of submitting the Letter of Award (LoA). Bidders should ensure that the

			Performance Bank Guarantee should be valid for a period extending to 3 months beyond the date of delivery and commissioning of the equipment.
11	Terms of Delivery, Installation & commissioning.	:	Delivered, installed & Commissioned Free at the Office of DGH, Noida within 4 (Four) weeks of the date of LoA.
14	Quantum of Liquidated damages for default in completion of the scope of supply as per the contract.	:	@ ½ % per week or part thereof subject to a maximum of 7.5 % of the contract value.

Other details and terms/conditions are as per the following Annexures I-V

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

HOD (MM),  
Directorate General of Hydrocarbons  
OIDB Bhawan, Plot No.2, Sector 73  
Noida – 201301

Thanking you,

Yours faithfully

**Pranjal Pandey**  
**Officer (MM)**  
**For Directorate General of Hydrocarbons**

Encl: As above

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:-** Please refer to “Bid Rejection Criteria” and Bid “Evaluation Criteria” under **Annexure-II**.

**2.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**3.0 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 bids irrespective of the outcome of the bidding process and also in cases where the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

**B. THE BIDDING DOCUMENT**

**4.0 CONTENT OF BIDDING DOCUMENTS**

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

**ANNEXURE I : Instructions to Bidders** with following Appendices.  
Appendix 1 : Bid Compliance Form.  
Appendix 2 : Proforma of Authorization Letter for Attending Tender Opening.  
Appendix 3 : Proforma for Changes/Modifications Sought by Bidders.  
Appendix 4 : Proforma for Bid Bond for Bank Guarantee.  
Appendix 5 : Proforma for Bank Guarantee for Performance Security  
Appendix 6 : Check list for Documents in Techno Commercial Bid

**ANNEXURE II : Bid Evaluation and Rejection Criteria**

**ANNEXURE III : General Terms & Conditions of Contract**

**ANNEXURE IV : Technical Specifications**

**ANNEXURE V : Price Bid Format**

**4.2** The bidders are expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required by the bid 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.

## **5.0 AMENDMENT OF BID DOCUMENT**

**5.1** 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 the issuance of an Addendum.

**5.2** The Addendum will be hoisted on DGH's website and also will be sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents directly from DGH. However, all bidders particularly those who have not purchased the Bid documents directly from DGH but downloaded the same from DGH website are advised to visit DGH website periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

**5.3** 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 the bidders through DGH's website.

## **C. PREPARATION OF BIDS**

### **6.0 LANGUAGE AND SIGNING OF BID**

**6.1** 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.

**6.2** Bids shall be submitted in the prescribed bid proforma as per **Appendices 1 to 6 of Annexure-I & Price Schedule(Annex-5)**. 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".

**6.3** In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

**6.4** 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.

**6.5** The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

**6.6** The bids 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.

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

**6.8** 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.

**6.9** 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.

**6.10** 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.

**6.11** 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.

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

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

**6.14** The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

## **7.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:**

### **7.1 Advice to bidders for avoiding rejection of their offers:**

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

## **8.0 DOCUMENTS COMPRISING THE BID**

### **8.1 Techno-commercial Bid:**

**8.1.1** The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Proof of issue of bid documents.
- b) The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- c) All **Appendices 1 to 6 of Annexure –I.**
- d) Price Format. (**ANNEXURE- V**) (**Without indicating Prices**) (**the quoted prices should be indicated in the price format in the Price Bid and not in the techno-commercial bid**)
- e) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the DGH's satisfaction :
  - (i) That the Bidder has the financial, technical and production capability necessary to perform the Contract.
  - (ii) That the Bidder meets **all** the criteria prescribed in the Bid Evaluation Criteria (**Annexure-II**).
- f) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
  - (i) A detailed description of essential technical and performance characteristics of the equipment.
  - (ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- g) Bid security.
- h) The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

## **8.2 Price Bid**

The Bidder shall complete the price schedule (**ANNEX-V**) furnished in the bidding document.

## **9.0 BID PRICES**



**9.1** The bidders shall indicate on the price schedule the net unit prices (wherever applicable) .

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

**9.3** Discount: Bidders are 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.

#### **9.4 Concessions permissible under statutes**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

**9.4.1** Bidders may take note there would be no customs duty exemption available for business tendered with DGH.

#### **9.5 Income Tax Liability**

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

**10.0 PAYMENT TERMS:** Within 30 days of receipt of Invoices against completed supplies.

#### **11.0 MODE OF PAYMENT**

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders 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.

## **12.0 VAGUE AND INDEFINITE EXPRESSIONS**

**12.1** Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

## **13.0 PERIOD OF VALIDITY OF BIDS**

**13.1** 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 bids till the expiration of the validity period or any extension agreed thereof.

**13.2** 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.

## **14.0 BID SECURITY**

**14.1** The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **14.7**.

**14.2** Government Departments, Public Sector Undertakings are exempted from payment of Bid Security.

**14.3** The Bidders not covered under Para **14.2** above **must enclose the bid security with their offer in the Techno-Commercial bid**. The amount for bid security has been indicated in the "Invitation For Bid".

**14.4** The Bid Security shall be acceptable in any of the following forms:

- (i) An account payee Demand Draft in favour of 'Directorate General of Hydrocarbons' payable at Delhi and valid for **90 days** from its date of issue.
- (ii) A Bank Guarantee as per **Appendix 4**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as

per Indian Stamp Act, purchased in the name of the Banker valid for 45 days beyond the validity of the bids asked for in the tender.

**14.5** DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

**14.6** Subject to provisions in para**14.2** above, offers without Bid Security will be ignored.

**14.7** The Bid Security shall be forfeited:

**a)** If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.

**b)** If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.

**c)** If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 21 days of notification of such acceptance.

**14.8** The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

## **15.0 TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:**

**15.1** Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they may be rejected.

## **D. SUBMISSION AND OPENING OF BIDS**

### **16.0 SEALING AND MARKING OF BIDS.**

**16.1** Offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details but with price column 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** This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule/Price bid in the mentioned format duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office. 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.

**16.2** 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.

**16.3** Price bids, which remain unopened with DGH, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

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

**16.5** DGH will not be responsible for the loss of tender form or for the delay in postal transit.

## **17.0 DEADLINE FOR SUBMISSION OF BIDS**

**17.1** The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1400 Hrs** (IST) on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs**. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover. **Bids received by post without proper superscription of Tender number & Bid Closing Date on the outer envelope will be opened in DGH office as ordinary mail and may not be considered. Unsolicited bids shall not be accepted.**

## **18.0 LATE BIDS**

**19.1** Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

**19.2** Any bid received after dead line for submission of bid, will be rejected and returned unopened.

## **19.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**19.1** No bid may be modified after the dead line for submission of bids.

## **20.0 OPENING OF BIDS**

**20.1** The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix- 2** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

**20.2** In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

## **E. EVALUATION OF BIDS**

### **21.0 EVALUATION AND COMPARISON OF BIDS**

**21.1** Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at **Annexure-II**.

### **22.0 UNSOLICITED POST TENDER MODIFICATIONS**

**22.1** Unsolicited post-tender modification will lead to straight away rejection of the offer.

### **23.0 EXAMINATION OF BID**

**23.1** The DGH will examine the bids 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 bids are generally in order.

**23.2** **DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the bid Evaluation Criteria of the bidding document will be rejected.**

### **24.0 SPECIFICATIONS**

**24.1** The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the products offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

### **25.0 PURCHASE PREFERENCE**

**25.1** DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

## **F. AWARD OF CONTRACT**

### **26.0 AWARD CRITERIA.**

DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **27.0 DGH’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

**27.1** DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself, the right to accept any bid in part or split the order between two or more bidders.

## **28.0 NOTIFICATION OF AWARD (NOA)**

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

**28.2** The notification of award will constitute the formation of the contract.

**28.3** 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.

## **29.0 PERFORMANCE SECURITY:**

**29.1** Within **21 days** of date of Letter 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) as per **Appendix – 5** in the form of Bank Guarantee(BG) 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.

**29.2** The performance security specified above must be valid for a period extending 3(three) months beyond the date of delivery and commissioning of the equipment 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.

**29.3** 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.

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

## **30.0 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-III**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

**BID COMPLIANCE FORM**

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.

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).

2. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II**, and accepted the "General Terms and Conditions" at **Annexure-III** for providing services, have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-IV** and will abide by the price bid format in **Annexure-V** 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.

4. 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.

5. 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.

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.

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date.....

To,

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

Subject : **Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of  
above tender due on..... at ....., on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr. ....for information and for production  
before the HoD (MM) at the time of opening of bids.



**PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS  
TO THE BIDDING CONDITIONS**

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS
--------------------------------------	-----------------------------------	---	---------

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway**

**Proforma of Bank Guarantee towards Bid Security  
BID BOND**

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. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)\_\_\_\_\_ (Indian Rupees (in words)\_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)\_\_\_\_\_ registered under the laws of\_\_\_\_\_ having its head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

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 hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) 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 by 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 authorized officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS NO. 1

-----

(Signature)  
Full name and official  
address (in legible letters)

-----

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

Attorney as per Power of  
Attorney No.....

Dated .....

WITNESS NO. 2

\_\_\_\_\_  
(Signature)  
Full name and official  
address (in legible letters)

Note:

1. The expiry date as mentioned in clause **5 & 6** should be arrived at by adding **45** days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

**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.

Dear Sirs,

**1.1** In consideration of Directorate General of Hydrocarbons, having its Office at OIDB 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 of .....20\_\_ at .....

WITNESS NO. 1

-----

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(Signature)  
Full name and official  
address (in legible letters)  
with Bank stamp

(Signature)  
Full name, designation and  
address (in legible letters)

Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature)  
Full name and official address (in legible letters)

**CHECK LIST FOR DOCUMENTS IN TECNO-COMMERCIAL BID**

Please confirm if following documents have been enclosed with Techno-commercial bid:

SI	Particulars	Yes or No
1	DD or BG for EMD	
2	Contract copies along with completion certificates, in proof of eligibility.	
3	Self certificate stating the address, contact person, designation phone no, e-mail id, fax number etc. of the NCR office of the bidder	
4	Bid Submission Form duly filled up & signed (Appendix-I)	
5	Whether ensured that price bids are <b><u>NOT</u></b> submitted in the techno-commercial bid. (Price Bid is to be submitted in a separate envelope)	

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**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, along with suggested changes are to be communicated to DGH within **2 days** of closing date of Sale / Download of Bid Documents. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected. **Unsolicited bids shall not be accepted.**

**B. REJECTION CRITERIA****B.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'** (Refer Annexure-4) indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outrightly.

**2.0** Eligibility and experience of the bidder:-

- 2.1 The vendor should be OEM or OEM authorized vendor for supply of hardware server.
- 2.2 The vendor should have executed minimum two orders of supply of similar type of Server to at least two sites during the last two years ending on 31<sup>st</sup> August 2014.
- 2.3 Vendor has to provide documentary proof in the form of OEM authorization letter ,order copy etc.

**3.0** Documents to be submitted for 2.1 to 2.2 above:

Documents establishing successful execution of above jobs must be submitted along with the technical bid. These documents shall be in the form of:

- (i) Self-certified copies of relevant pages of contract document showing Contract Number and Detailed Scope of Supply etc.
- (ii) Self-certified copies of completion Certificate(s) or payment certificates or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)



4.0 Self-certificate stating the address, contact person, designation phone no, e-mail id, fax number etc.

## **B.2 Commercial rejection criteria**

**The following vital commercial conditions should be strictly complied with, failing which the bid will be liable for rejection:**

### **1.0 Acceptance of terms & conditions:**

The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure III** and Instruction to Bidders at **Annexure I** by attaching a copy of the tender document duly signed by the bidder on all the pages.

### **2.0 Offers of following kinds will be rejected:**

- a)** Offers made without Bid Security/Bid Bond/Bank Guarantee along with the Techno-Commercial bid.
- b)** Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually shall also be rejected.
- c)** Offers which do not confirm unconditional validity of the bid as indicated in the "Forwarding Letter for Invitation to Bid"..
- d)** **Offers which do not conform to DGH's price bid format given in Annexure-5.**

### **3.0 Bidder shall bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.**

## **C. Price Evaluation Criteria**

### **Evaluation of bids: -**

- (i)** Evaluation of offers will be made on the basis of **total amount / total price (refer Annexure-5)** of all items inclusive of all charges, taxes & duties as indicated in the price format.
- (ii)** Rate for all the items is to be quoted by the bidders. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However while awarding the contract ,successful bidder has to supply all the items and for those items for which bidder has not quoted the rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.
- (iii)** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**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.**
- 3. On-site inspection will be carried out by DGH's officers / representative /Third Parties at the discretion of the DGH.**

**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, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.Fax : +91 120 2472049, 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 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 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 INSPECTION :**

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 LoA 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 LOA /purchase order, the contract is concluded.

The LOA /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 well 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:

HoD (MM)

Directorate General of Hydrocarbons,

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.PhNo.0120-2472051

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 Phno.0120=2472032

#### **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 nationalized/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 three months of 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).

## **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 item, 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:

Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 0.5% (half percent) of the Contract 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.

OR

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

#### **10. LEVY OF LIQUIDATED DAMAGES(LD) DUE TO DELAY IN SUPPLIES**

**10.1** LD will be imposed on the total value of the Contract Price unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgment of DGH, the supply of partial quantity does not fulfill the operating need, LD will be imposed on full value of the supply order.

**10.2** 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.

#### **11. 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.

#### **12. INSPECTION/TESTING OF MATERIAL :**

**12.1** 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.

#### **13. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS**



**13.1** 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.

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

#### **14. 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.

#### **15. VARIATION IN QUANTITY**

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

#### **16. 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.

#### **17. 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.

#### **18. 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 cause 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.

## **19. 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 bidders') 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.

## **20. ARBITRATION**

**20.1** 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.

**20.2** 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.

**20.3** 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.

**20.4** 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.

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

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

**20.7** The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the exclusive jurisdiction to deal with such arbitration award if required.

**20.8** 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.

## **21. APPLICABLE LAW AND JURISDICTION**

**21.1** 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.

## **22. 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.

## **23. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE**

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

## **24. 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.

The following technical specifications form a part of 'technical rejection criteria' and shall be compulsorily adhered to

**1. Technical Specifications for Backup Server:**

1.Form Factor	Rack Mountable server with necessary rail kits
2.Processor	Minimum 2 Quad Core Xeon processors with 2.66 GHz CPU Clock Frequency
3.Storage	Storage Controller with RAID (0,1,5) support. Minimum 10 TB of storage after RAID 5 with SAS/SATA HDD. HDD should have hot swappable capability
4.RAM	Minimum 16 GB , DDR3
5.NIC	2 Gigabit Network controllers
6.Power Supply	Hot pluggable redundant power supply
7.Fan	Redundant hot pluggable fans
8.Ports	Min 4 USB ports
9.Expansion Slots	Minimum 4 PCI-X expansion slots
10.Optical Drive	DVD Drive
11.OS	2012, 64 Bit Standard Edition with 10 CAL and virtualization support
12.Warranty	Original Equipment Manufacturer's warranty of 3 years
13.Serviceability	Should have front display panel indicating status of server health
14.Others	Necessary cables, Onsite Installation, Server should have storage configuration and management software.

**2. Technical Specifications for KVM Server Console System:**

1.KVM Switch	8 port KVM switch, Rack mountable, Should have password protection feature. Onscreen display of connected servers, capability to connect minimum 8 servers. Necessary cables for 8 servers to be provided. 3 years of Original Equipment Manufacturer's warranty
2.KVM Keyboard and Monitor	Integrated keyboard, mouse and monitor unit. Rack mountable. LCD monitor should be minimum 17". LCD unit should be collapsible when not in use. Necessary connectivity cables with KVM switch. 3 years of Original Equipment Manufacturer's warranty.

**PRICE BID FORMAT/ PRICE SCHEDULE**

The below price bid format should be strictly adhered to failing which the price Bid shall be rejected.

<b><u>Sl.No.</u></b>	<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>Price (incl. of all taxes)</u></b>
1.	Backup Server	1	
2.	KVM Server Console System	1	
3	<b>TOTAL PRICE (Inclusive of all Charges, Installation &amp; Commissioning, Taxes etc)</b>		

**Note:**

1. Prices should be inclusive of all packing & forwarding charges for door delivery at DGH , Noida office, installation & Commissioning Charges and taxes & duties.
2. Rate for all the items is to be quoted by the bidders. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However while awarding the rate contract successful bidder has to supply all the items and for those items for which bidder has not quoted the rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.
3. Evaluation of offers will be made on the basis of total price, at 3 in the above price format table, of all items inclusive of all charges, taxes & duties for the indicated quantity.
4. **In case of calculation mistakes in the submitted bid, unit price will be considered correct and total amount will be corrected at the time of evaluation by evaluating team of DGH.**

**I agree to all the above conditions.**

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**