



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

**INVITATION FOR BID (IFB) - NATIONAL COMPETITIVE BIDDING
(NCB) – OPEN TENDER UNDER TWO BID SYSTEM**

1.0 Directorate General of Hydrocarbons (DGH) invites National Competitive Bidding (NCB) under **Two Bid System** from experienced contractors for the following services:

Bid Document No	:	DGH/MM/IT/DL&P/120/2014-15/ENQ/147
Description of Service	:	Comprehensive Annual Maintenance of Desktops, Laptops & Printers installed at DGH, Noida office for a period of Two years.
Type of Bid	:	Two Bid System (Technical Bid & Commercial Bid)
Cost of Bid Document (Non- refundable)	:	Rs. 500.00
Sale of Bid Document	:	11/11/2014 to 01/12/2014
Bid Closing Date & Time	:	11/12/ 2014 at 14-00 hrs.(IST)
Bid Opening Date	:	11/12/2014 at 15-00 hrs.(IST)
Bid Security	:	Rs. 26,600/- Bid Bond in the form of a Bank Guarantee to be valid up to 135 days from the closing date of bid.
Performance Security	:	7.5 % of the estimated contract value for 1 st year
Duration of Contract	:	02 years from the Date of Commencement

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

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

3.0 Complete bid document can be viewed in DGH's web site www.dghindia.org and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> for downloading. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.

4.0 Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work etc. in particular before purchase of the Bid Documents.

HoD (MM)

For Director General of Hydrocarbons.

ANNEXURE I

FORWARDING LETTER CUM INSTRUCTIONS TO BIDDERS

To,	Bid Document No:	DGH/MM/IT/DL&P/120/2014-
		15/ENQ/147
	Bid Closing Date:	11/12/2014
	Time:	1400 Hrs
	Bid Opening Date:	11/12/2014
	Time:	1500 Hrs

Sub: Tender for Comprehensive AMC for Desktop, Laptop PCs & Printers.

Dear Sir,

1. DGH invites you to submit your lowest price for Comprehensive Annual Maintenance of Desktops, Laptops & Printers of majority HP make installed at DGH, Noida office. The AMC should include Hardware Problem Diagnosis, Onsite Support, Parts & Materials supplied free, Response time latest by next working day and other normal AMC conditions generally applicable.

2. THE BIDDING DOCUMENT

A. CONTENT OF BIDDING DOCUMENTS

1. The services 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 : Forwarding Letter cum Instruction to Bidders

Appendix 1 : Bid submission Proforma.

Appendix 2 : Bid Bond Bank Guarantee Proforma.

Appendix 3 : Proforma of Authorization Letter for Attending Tender Opening.

Appendix 4 : Undertaking / Declaration.

Appendix 5 : Proforma for Changes/Modifications Sought by Bidders.

Appendix 6 : Proforma Compliance Statement/Checklist

ANNEXURE II : Bid Evaluation Criteria / Bid rejection Criteria

ANNEXURE III : Scope of Work/Terms of Reference/Technical Specification, List of Hardware under AMC

ANNEXURE IV : General Conditions of Contract (GCC) with following appendix

Appendix 7 : Proforma of Bank Guarantee for Performance Security

ANNEXURE V : Price Schedule

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.

B. CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall be sought within 2 days of closing date of sale of Bid Documents. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply

C. AMENDMENT OF BID DOCUMENT

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.
2. The Addendum will be hoisted on DGH's website www.dghindia.org & GoI's CPP Portal <http://eprocure.gov.in/cppp/> only. All prospective bidders are advised to visit aforesaid websites periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly
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.

D. PREPARATION OF BIDS

LANGUAGE AND SIGNING OF BID

1. The bidder shall prepare two copies of both technical as well as priced bid clearly marking each as the "Original Bid" and the "Copy Bid". In the event of any discrepancy between the "Original" and "Copy", the "Original" shall prevail over the "Copy".
2. 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.

3. Bids shall be submitted in the prescribed bid proforma as per **appendices of Annexure-I**. The prescribed proforma at Appendices of **Annexure I**, duly filled in and signed should be returned intact.
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.
5. 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. 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.
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.
8. 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.
9. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
10. The original bid should be signed manually by the authorized signatory (ies) of the bidder.
11. 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.

E. COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

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.

F. DOCUMENTS COMPRISING THE BID

The bid should be prepared and submitted under the single stage two-bid system. The bid should comprise of "Technical Bid" (Un-priced) and "Commercial Bid" (Priced) separately.

I. The "Technical Bid" (un-priced) should comprise the following components:

- a) Requisite Tender Fee in the form of DD drawn in favour of Directorate General of Hydrocarbons, payable at Delhi.
- b) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- c) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- d) Bid Bond to be furnished in accordance with **paragraph 7** of instructions to the Bidders.
- e) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).
- f) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- g) All **Appendices of Annexure – I** duly filled in and signed
- h) Price Schedule. (**Annexure V**) (Without indicating Prices)
- i) 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.

II. Price Bid:

The commercial bid (priced) in the prescribed format at **Annexure-V** to be furnished in the bid document and completed in manner detailed in **clause 3** below. It is also to be noted that both technical bid and commercial bid will be submitted together on or before bid closing date. However, DGH will evaluate the un-priced technical bid first. Commercial (priced) bids of only the technically qualified bidders will be opened and evaluated subsequently.

3. BID PRICES & TAXES: Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the

rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

4. VALIDITY: Bid shall remain **valid for 90 days** after the date of bid opening prescribed by the DGH.

5. PAYMENT TERMS: Payment will be made on actual basis on submission of quarterly bills duly certified by the authorized representative of DGH.

6. BID SECURITY:

6.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **6.8**.

6.2 All the bids must be accompanied by Bid Security valid for **45 days** beyond the validity of the bids for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

(a) A Bank Guarantee issued from any Nationalized / scheduled Bank in India, in the prescribed format vide **Appendix 2** only will be accepted. The Bank Guarantee shall be valid for **45 days** beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Banker's cheque or 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.

6.3 Any bid not secured in accordance with sub-clause **6.2** above shall be rejected by the DGH as non-responsive.

6.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

6.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

6.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 7** below is furnished.

6.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

6.8 The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

- i) To sign the contract within reasonable time & within the period of bid validity, and/or
- ii) To furnish Performance Security.

7. PERFORMANCE SECURITY:

7.5 % of the estimated contract value for 1st year.

a. 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) as per **Appendix 7** 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.

b. 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 **6.0** of **General Conditions of Contract** 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.

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

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

8. SUBMISSION OF BIDS

8.1 Sealing and Marking of Bids:

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

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

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

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

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

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

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

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

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

g. The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.

8.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

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

8.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be

rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

9. Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.

10. The conditions of the contract to enter into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at **Appendix 6**.

11. Annexures – I to V and Appendices 1 – 7 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

Appendix 1**BID SUBMISSION PRO FORMA**

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 for the period as per the Forwarding letter or till _____.
2. I/We have understood and complied with the "Instructions to Bidders", "Bid Evaluation Criteria" at **Annexure I & II** and accepted the "General Terms and Conditions" at **Annexure-IV** for providing services and have thoroughly examined and complied with the Scope of Work/Terms of reference, 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.

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.

Appendix 2**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 tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes Forty Five days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained 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
designation and
address (in legible letters)
legible
letters) with Bank stamp.

(Signature)
Full name,
official address (in

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

WITNESS NO. 2

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

Notes:

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 document.

Appendix - 3**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.

Undertakings / Declaration**1.** Service Tax Registration (*strike off whichever is not applicable*)

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.

2. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Appendix – 5**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, in case pre-bid is not held. 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
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Note: If left blank, it will be construed that bidder has **not taken** any exceptions/ deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.

Appendix - 6**CHECK LIST*****Please Tick (✓) compliance (Yes/No) for the following****Yes No**

i)	The Technical & Commercial Bids are as per tender document		
ii)	General & Special Terms & Conditions will be followed		
iii)	Scope of work/Terms of reference will be totally covered		
iv)	Prices have been quoted against each of the items of the Price		
v)	Prices filled in the price bid as per given guidelines		
vi)	Price Format provided with the Technical Bid indicating quoted/ not quoted for all the items but not disclosing the price.		
vii)	Bid Bond is enclosed with the Technical Bid		
viii)	Documentary evidence for Authorized Service Provider of M/s Hewlett-Packard submitted		
ix)	Experience (Copy of Contracts awarded and completion certificates) has been provided		
x)	Registered Office in Delhi/NCR		
xi)	Deviation from the tender document? If any, please indicate in separate sheet.		

* Check list must be submitted along with the Technical Bid.

ANNEXURE-II**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 the 2 days of closing date of sale 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.

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 work/ supply and should conform to the technical specifications 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:-

Sl	Eligibility Criteria	Documentary evidence required
1	Bidders should be authorized service providers of M/s Hewlett-Packard	Relevant Documentary Evidence
2	Bidders must have its own service centre in NCR region.	Self certificate indicating NCR address of service centre with details of contact person, phone/ fax numbers etc.
3	Bidders Must have executed at least two AMC services of Hardware maintenance of PCs, Printers etc. in the last 01 (one) year each having a value of not less than Rs. 4,00,000/-	To this effect, Bidder should submit copies of respective contracts, including the scope of work, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract

		(OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. (For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid as mentioned in the NIT)
4	Bidders should be able to station a service person/technician with minimum 4 years of experience in PC/ Printer Maintenance.	Bio data of the service person / technician.

Bids without documentary evidence as above towards eligibility criteria will be liable for rejection.

B.2 Commercial rejection criteria

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

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

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

1.2 Bidders downloading the bid document from the website should ensure to submit "Cost of Bid Documents" along with the Bid in the form of Demand Draft. Bids using such downloaded bid documents without proper "Cost of Bid Documents" will be summarily rejected

2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IV**, Terms of reference / technical Specifications/ List of hardware at **Annexure III** and Instruction to Bidders at **Annexure I**.

3.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer **clause 6** of Instruction to Bidders at **Annexure I**).
- b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.

- c) Offers which do not confirm unconditional validity of the bid for **90 days** from the date of closing of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Offers which do not conform to DGH's price bid format.
- f) Offers which do not confirm to the mobilization period indicated in the bid.
- g) Offers which do not confirm to the contract period indicated in the bid.
- h) Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).
- i) Offers not accompanied with a declaration that neither the bidders 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.

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

C. Price Evaluation Criteria

1 Evaluation of bids: - The price comparison of bids will be done on the basis of total contract cost including taxes & duties as per the Price Format and the AMC will be awarded to the successful bidder whose bid has been determined in full conformity to the bid documents and has been determined as the lowest evaluated bid.

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

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

In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder

does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation.

1.2 In the event of computational error between unit price and total price, unit price shall prevail and 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.

Annexure-III**TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/LIST OF
HARDWARE****Introduction**

This Section establishes the scope and schedule for the work to be performed by the contractor and describes reference to the specification, instruction, standard and other documents including the specification for any materials, tools or equipment which contract shall satisfy or adhere to in the performance of the work.

Various details incorporated in this chapter to the contract are indicated below:

1.0 Scope of work

1.1 The Contractor shall provide his own equipment along with qualified experienced personnel for execution of following jobs -

1.2 The job will involve carrying out preventive as well as corrective maintenance of PC's, Printer's and accessories.

1.3 The job will involve supplying and replacing of all spare parts for equipment listed in **ANNEXURE - III**.

1.4 The contractor should keep required essential spares at site to minimize downtime of all the equipment.

1.5 For ensuring support from M/s Canon (OEM) for its devices, Bidder must also arrange for Care Pack/ Support Arrangement for the AMC period through M/s Canon or its partner or its service provider. Bidder should submit documentary evidence in support of the same.

2.0.Time Frame

2.0 The contract will start within 01 (One) month from the issue of LOI or earlier and will be valid for two years.

3.0. Personnel

3.1 At least one qualified and trained technician will have to be stationed at DGH office exclusively for this contract. The technician should have a minimum of four years experience in maintaining PCs, Printer & Peripherals. The technician have to be available at site during Prime-Shift (9.30 am to 5.30 pm).

3.2 The Bio-data of the technician to be posted at DGH office should be provided by the bidder. However, DGH will have the right to ask for replacement if any/both are not found suitable to carry out the maintenance services at any time during the contract period.

4.0 Scope of Equipment supply

4.1 All equipment and machinery necessary to carry out the maintenance job will be contractors responsibility

5.0.Performance of work

5.1 Contractor shall weekly submit progress report about various aspects of the job to DGH as per the scope of work and the review meeting shall be conducted monthly to discuss the various issues. The periodicity of such report may be changed by DGH at its option. All the materials, equipment, spares etc. be provided by the contractor and the manner and speed of execution and maintenance of operations are to be conducted in a manner to the satisfaction of the DGH representative.

6.0.Safety

6.1 The contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules & regulation

7.0.Penalty

7.1 In case the contractor fails to repair any equipment listed in **Annexure - III** within 48 hours from the time of reporting the breakdown or in case of absence of a technician at site for more than 48 hours, a penalty of **Rs. 200/- per day per equipment** will be levied subject to a maximum amount of purchase cost of the equipment. However, the overall penalty in a year shall not exceed 15% of the annualized contract value.

8.0.Obligation of the contractor

8.1 Contractor at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc.

8.2 Contractor will have to maintain all hardware installed on items in **ANNEXURE - III** along with interface, network and power cables.

8.3 No cannibalization of any equipment will be permitted to carry out the maintenance services.

8.4 **Disk media and Print Head** is to be maintained within the scope of the maintenance services. Formatting of hard disk is to be done by the contractor whenever necessary. Contractor will have to take backup of hard disk before formatting and restore after formatting.

8.5 Contractor will provide software maintenance and support for WINDOWS OS, MS-Office, Norton Antivirus etc. The loading of the existing softwares after formatting or change of Hard disk has to be done by the contractor. However, the Softwares will be provided by DGH.

8.6 Contractor will have to restore the PC in case of malfunctions due to virus. Contractor will have to provide support to Antivirus Software. However the software will be provided by DGH.

8.7 Contractor will have to follow the preventive maintenance schedule given for each item, strictly throughout the period of contract. The schedule will be finalized in consultation with DGH after the contract is awarded.

8.8 The Contractor will be responsible for any property of DGH sent by the contractor to outside DGH premises for repair. Any loss or damage the such property has to be borne by the contractor.

8.9 Any defective hard disk replaced by contractor will remain property of DGH for Data security purpose. After replacement the contractor has to deposit the defective disk to DGH's representative.

8.10 The complaints for breakdown maintenance will be lodged on telephone to the contractor's Engineers telephone number at DGH office.

8.12 Contractor will have to submit the call reports everyday for the calls attended on previous day in standard format. The call reports has to be duly signed by the respective customers.

8.13 Contractor will have to submit a weekly report on the first working day of every week regarding the list of spares stocked at site as per **Annexure III**. The report should include spares consumed, spares replenished and present stock of spares.

8.14 The contractor will have to maintain an attendance register at IT department. The date and time of reporting of station engineers has to be logged on to the register on all working days of DGH.

8.15 The station engineer's will not be allowed to leave station without prior permission of DGH's reporting authority.

8.16 During the course of the contractor, Company will have the option to upgrade the Hard disk or Memory. However, the contractor will have to

maintain the upgraded Hard disk and Memory within the scope of the contract.

8.17 The quality of the replacement PCs/Printers/other items that may be replaced during the course of AMC has to be better than or equal to the replaced unit.

LIST OF HARWARE UNDER COMPREHENSIVE AMC FROM 01.01.2015 TO 31.12.2016

SL. NO.	ITEM DESCRIPTION		MODEL	QTY
1	DESKTOPS		HP 8300	30
			HP 8100	57
			HP 7900	20
			HP 7600	1
			HP 7400	37
		TOTAL		145
2	LAPTOPS		HP 4421S	38
			HP 4510	1
			HP 2730P	1
			HP 6730	4
		TOTAL		44
3	PRINTERS	INKJET/MFD	HP OJ 3608	3
			HP OJ 4500	9
			HP OJ 6000	29
			HP OJ 5610	2
			HP OJ 6500	12
		TOTAL		55
		MOBILE INKJET	HP OJ H470B	1
		TOTAL		1
		LASERJET	HP LJ 1007	5
			HP LJ 1505	12
			HP CLJ 1215	2
			HP CLJ 1515/1525	7
			HP CLJ 1600	8
			HP CLJ 2025	10
		TOTAL		44
		NETWORK PRINTER	HP LJ 2015	1
			HP LJ 3005	1
			HP CLJ 3505N	1
		TOTAL		3
5	MULTI FUNCTION DEVICES		CANON IR 2422L	4
			CANON D 1150	1
		TOTAL		5
		TOTAL	PRINTERS	108

Annexure - IV**General Conditions of Contract**

1. Effective Date of Contract : The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2. Mobilization Time: The mobilization of equipment, personnel etc. should be completed by Contractor within **7 days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3. Commencement and Duration of Contract : The date on which the mobilization is complete in all respect is treated as the date of commencement of the contract. The contract shall be valid for a period of **2 (Two) year** from date of commencement.

4. General Obligations of Contractor : Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work in most economic and cost effective manner.

4.2 Except as otherwise provided in the Scope of Work and the special Conditions of the contract provide all labour as required to perform the work.

4.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5. General Obligations of DGH: DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.

6. Warranty and Remedy of Defects

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

6.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7. Taxes:

All duties and taxes including Service Tax, Corporate Income Taxes and other levies payable by the successful bidder under the Contract are included in the rates, prices and total Bid Price.

8. Insurance:

8.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

8.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

(a) Workmen compensation insurance

(b) Employer's Liability Insurance

(c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

(d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit.

(e) Public Liability Insurance as required under Public Liability Insurance Act 1991.

8.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

8.4 Contractor shall furnish to DGH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

8.5 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the DGH.

9. Force Majeure:

9.1 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 will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

9.2 Upon 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 within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

9.3 Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

10. Termination:

10.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of DGH.

OR

(b) For Force Majeure reasons as per **clause 9.0** and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the DGH.

OR

(d) Under any circumstances considered to be not suitable by DGH to

continue the operations of the Contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

10.2 In the event of termination of contract under Clause **10.1 (d)** above, DGH will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

10.3 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

11 Settlement Of Disputes And Arbitration:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

12 Notices:

12.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :

a) DGH authorized officer:

HoD (IT)

Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73
Noida -201 301, INDIA
Tel No. 91-1202472000
Fax No. 91-1202472049
Email: mm@dghindia.org

b) **Contractor**

Fax No. :

12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13 Performance Security: The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5% of estimated Contract Price for 1st year) valid till _____ towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14 Indemnity Agreement:

Except as provided hereof Contractor agrees to protect, defend, indemnify and hold DGH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

Except as provided hereof DGH agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of DGH's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

15 Indemnity Application: The indemnities given herein above, whether given by DGH or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

16 Payment & Invoicing Procedure:

- 16.1 DGH shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from DGH unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

- 16.2 All payments due by DGH to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 16.3 Payment of any invoices shall not prejudice the right of DGH to question the validity of any charges therein, provided DGH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which DGH questions.
- 16.4 Contractor will submit 2(two) sets of all invoices to DGH address given under Clause **12** above for processing of payment.
- 16.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause **16.3** above.
- 16.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 16.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by DGH of Contractor's records, as provided herein, shall be limited to DGH's verification (i) of the accuracy of all charges made by Contractor to DGH and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

Appendix 7**PERFORMANCE GUARANTEE**

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To,

Directorate General of Hydrocarbons ,
OIDB Bhawan, Plot No.2, Sector 73, Noida -201 301.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, 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 Rupees..... for the faithful performance of the entire CONTRACT.
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 Rs. (in figures) _____ (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.

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.
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.
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.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive

jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (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 authorized 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.....
Dated

WITNESS NO. 2

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

Annexure - V**PRICE SCHEDULE**

Sl.No (a)	Item Description (b)	Quantity (c)	Unit Rate per Item/ year (Rs) (d)	1 st year of AMC (e)	Total in 1 st year (Rs) (f) = (c x d x e)	2 nd year of AMC (g)	Total in 2 nd year (Rs) (h) = (c x d x g)	Grand Total (Rs) (i)= (f) + (h)
1	DESKTOPS PCs	115		1		1		
2	DESKTOP PCs (From 01.01.2016)	30		0		1		
3	LAPTOP PCs	44		1		1		
4	HP INKJET PRINTERS/MFD	56		1		1		
5	HP COLOR LASERJET PRINTER	27		1		1		
6	HP MONO LASERJET PRINTER	17		1		1		
7	HP NETWORK PRINTER	3		1		1		
8	CANON MFD	5		1		1		
9	Total							
10	Taxes applicable (please specify with ____% rate) on 9							
11	Gross Total (9(i)+10(i)) including taxes & duties							
12	Technician Charges / year	1		1		1		
13	Taxes applicable (please specify with ____% rate) on 12							
14	Gross Total (12(i)+13(i)) including taxes & duties							
15	Total AMC Charges (11(i) +14(i))							

Notes :

1. The Disk media and Print Heads are also to be maintained within the scope of the maintenance services.
2. The rate quoted against maintenance of **item no 1 to 3** should be inclusive of replacing disk media as and when it goes defective.
3. The rate quoted against maintenance of **item no 4 to 8** should be inclusive of all printer parts including replacement of Print heads and other mechanical / rubber / plastic parts as and when it goes defective
4. For **item no. 8**, please refer para 1.0, 'Scope of Work' under Terms of Reference/Technical Specification/List of hardware at **Annexure III**.
5. Evaluation of offer will be made on the basis of grand total cost at **15(i)**.
6. Bidders have to necessarily quote for all the items in the Price Schedule, failing which the bid shall be rejected.
7. Taxes will be as applicable at the time of incidence.

Payment terms:

1. Payment will be made on receipt of quarterly invoices, after successful completion of the services, duly certified by DGH user department.
2. In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

Signature of Authorized Signatory_____

Name and designation of Authorized Signatory _____

Seal of the bidding company_____