



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

INVITATION FOR BID
(Indigenous Limited Tender)

Tender No. DGH/MM/Printing of Brochures/122/2014-15/ENQ-155 dt. 02/12/2014

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Printing of brochures for distribution during GEO IINDIA 2015 Vibrant Gujarat Global Trade Show 2015** under Single Bid System from the known DAVP approved ("A" Category) printers whose names are as mentioned under:

1. M/s. Aravali Printers & Publishers (P) Ltd., New Delhi
2. M/s. Brijbasi Art Press Ltd., Greater Noida
3. M/s. Delhi Press., New Delhi
4. M/s. India Offset Press, New Delhi.
5. M/s. International Print-O-Pac Ltd., Noida
6. M/s. Nutech Photo Lithographers, New Delhi
7. M/s. Paras Offset Pvt. Ltd., New Delhi
8. M/s. Rave Scans Pvt. Ltd., New Delhi
9. M/s. Salasar Imaging System, New Delhi
10. M/s. Universal Offsets, Delhi

Bid Closing / opening date is 16/12/2014.

This limited tender is issued to DAVP empanelled "A" category printers as above. If any of the above mentioned printer does not receive the tender within 5 days hereof, he may contact us or else can use the downloaded version. This tender is not available for issue to any other printer.

Directorate General of Hydrocarbons

DGH/MM/Printing of Brochures 122/2014-15/ENQ-155 dated 2/12/2014	
To,	Bid Closing Date: 16/12/2014 Time: 1400 Hrs Bid Opening Date: 16/12/2014 Time: 1500 Hrs

Sub: - Tender for Printing of brochures for distribution during GEO INDIA 2015 and Vibrant Gujarat Global Trade Show 2015

Dear Sir,

1. DGH invites you to submit your lowest bid for **above mentioned items** as per General Terms & Conditions vide **Annexure-I**, Technical Specifications enclosed vide **Annexure-II** and price format as per **Annexure-III**, including all attachments thereto.
2. Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

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

3. Delivery: Please refer to the Specification Sheet (Annexure – II).
4. Validity of Offer: Your bid should be valid for a period of **90** days.
5. Payment Terms: Payment will be made within 30 days of receipt of completed supply bills.
6. Bid Security : Not Applicable
7. Performance Security : 7.5 % of the contract value.

DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,

HoD (MM)
Directorate General of Hydrocarbons

General Terms & Conditions

1.0 Transferability of Bid Documents:

1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

1.2 Unsolicited offers will not be considered and will be straightway rejected.

2.0 Bid Price:

2.1 Bidders should offer firm prices. No increase in price on or any score whatsoever shall be entertained by DGH.

2.2 Prices should be quoted as per format mentioned in **Annexure-III** and should include all charges like basic price and freight, Insurance and as well as the installation charges, where applicable.

2.3 Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

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

2.5 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, DGH shall avail such discount at the time of placement of order.

3.0 Taxes & Duties:

3.1 Offer should be inclusive of all taxes & duties.

3.2 All taxes, duties and other levies for the services including installation/commissioning, Training etc. where applicable, shall be to the Bidder/Seller's account

4.0 Delivery :

Bids should be for "Duly packed and delivered at DGH's office at Noida", with firm delivery date. If delivery date is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery date indicated in our Bid Document and will be binding on the bidder. The delivery date will be

counted from the date of receipt of the letter of intent/order by the successful bidder.

5.0 Submission of Bids :

5.1 Bids should be sent in duplicate in double sealed envelope.

5.2 The original bid in bidder's own original letterhead duly signed by authorized signatory and stamped should be marked as ORIGINAL and the copy as DUPLICATE . All the three copies of bid should be put in a sealed envelope bearing the following details on the left hand top corner:

- i) DGH's Bid Document No.
- ii) Bid closing date
- iii) Brief Description of materials
- iv) Bidder's Name, official address with Phone Nos. & Email address.

5.3 Bids must be submitted in original. No bid should be sent by Telex / Cable /Fax / E-mail/telephone. Bids not complying with above will be rejected.

5.4 Relevant technical literature must be submitted along with the bid whenever called for without which the bid would be liable to be rejected.

5.5 Incomplete bids would be summarily rejected by DGH.

6.0 Deadline for Submission of Bids:

6.1 Bids must be received at the office of the Directorate General of Hydrocarbons at Noida, UP (India) by the Bid Closing Date & time mentioned in the forwarding letter.

6.2 Timely delivery of the bid at the above address is the responsibility of the bidder.

7.0 Opening of Bids:

7.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a an authorisation letter from the bidder must be produced to the Bid Opening Officer at the time of opening of bids. Unless this letter is presented, the representative will not be allowed to attend the bid opening.

7.2 In case of any unscheduled holiday on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

8.0 Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)

The bid shall conform generally to technical specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the Technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

- (a) Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.
- (b) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (c) Offers without samples of paper will be liable for rejection.
- (d) Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- (e) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.
- (f) Bidders must quote clearly and strictly in accordance with the **“Price Format”** of bidding document, otherwise the bid will be summarily rejected.
- (g) Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –
 - (i) Performance Guarantee Clause
 - (ii) Force Majeure Clause
 - (iii) Tax Liabilities Clause
 - (iv) Arbitration Clause
 - (v) Liquidated damage cum penalty clause
 - (vi) Termination Clause
- (h) The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

(i) 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.

9.0 DGH's Right to accept or reject any or all Bids.

9.1 DGH reserves the right to accept / reject or prefer any bid either in full or in part or 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 (s) or any obligation to inform the affected bidder (s) of the ground for DGH's action. DGH also reserves the right to split the order between two or more parties.

10.0 Performance Security:

10.1 The successful bidder shall furnish the Performance Security as per **Pro forma B** within **21** days of the receipt of Letter of Intent / order failing which DGH reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**

10.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

10.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.

10.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.

10.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

10.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.

10.7 The Bank Guarantee shall be enforceable at Delhi.

10.8 Performance Security shall be valid for 15 months from the date of delivery / commissioning whichever is later. The validity requirement of Performance Security specified in the order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.

10.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.

10.10 Performance Security amount will not accrue any interest.

11.0 Default in delivery / Liquidated damages:

11.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.

11.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.

12.0 Default :

12.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, DGH may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as DGH may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, DGH will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event DGH shall have the right to terminate the Contract.

13.0 Termination :

13.1 In the event of an Contract with the Bidder, DGH shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

14.0 Force Majeure:

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

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

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

Directorate General of Hydrocarbons

TERMS OF REFERENCE / SCOPE OF WORK
SPECIFICATION OF THE ITEMS

Job 1. Designing and digital printing of 4000 (four thousand only) copies of brochures for distribution during GEO INDIA 2015 and Vibrant Gujarat Global Trade Show 2015 with the following specifications.

- (i) 8" x 11" (finish size), 24.75" x 11" (open size-with 2 (two) fold)
- (ii) Colour : 4 + 4
- (iii) No. of pages : 6 Pages
- (iv) Fabrication : 2 (Two) fold with both side hot lamination
- (v) Paper : 300 GSM Imp card
- (vi) Quantity: 4000

Notes:

- 1. Delivery Period: One week after receipt of all input materials from DGH.**
- 2. Sample paper should be submitted along with offer duly signed by bidder.**

Annexure III**PRICE FORMAT**

Designing and digital printing of 4000 (four thousand) copies of brochures for distribution during GEO INDIA 2015 and Vibrant Gujarat Global Trade Show 2015.

SI No	Description	Quantity	Rate	Total Amount in Rupees
1	Designing and digital printing of copies of DGH Brochures as per approved specifications mentioned at Annexure II. (Including packaging and delivery charges).	4000		
3	Taxes - VAT / CST			
4	Total including taxes			

- (i) Applicable rate of VAT / CST @_____ % is included at row 3 above.
- (ii) Paper Samples submitted - Yes / No.

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____

Dated _____

To,

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

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, Plot No.2, NOIDA, 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 authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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