



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/Website/225/2015-16//ENQ/169
Description of Service	:	Revamp of the website of Directorate General Of Hydrocarbons (DGH) as per the guidelines for websites of Govt. Of India and its AMC for two years after one year warranty period (Ref. "Guidelines for Indian Govt. websites accessible via http://web.guidelines.gov.in)
Type of Bid	:	Two Bid System (Techno-commercial Bid & Price Bid)
Cost of Bid Document (Non- refundable)	:	Rs. 500.00
End download date of Bid Documents	:	Uptil 24/04/2015 , 1800 hrs
Bid Closing Date & Time	:	01/05/ 2015 at 14-00 hrs.(IST)
Bid Opening Date	:	01/05/2015 at 15-00 hrs.(IST)
Bid Validity	:	90 days.
Bid Security	:	Rs. 63,000/- 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.
Duration of Contract	:	03 years from the Date of Commencement
Liquidated Damages	:	1/2% of contract cost for per week or for Default in Timely Completion part thereof subject to maximum of 7.5 %.

2.0 Bidders will have to download the Bid document from www.dghindia.org or <http://eprocure.gov.in/cppp/> 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.

Pre-Qualification criteria:

1. The bidder should have experience in website development business for at least 3 years. (As on 31st March 2015)
2. The bidder must have developed at least two websites as per the Guidelines for Indian Government Website as published in web.guidelines.gov.in.
3. The bidder must have its own development and support centre in NCR.
4. Necessary copy of supporting documents are to be provided in support of the above criteria.

Pranjal Pandey
Officer (MM)
For Director General of Hydrocarbons.

ANNEXURE-I**FORWARDING LETTER CUM INSTRUCTIONS TO BIDDERS**

To,	Bid Document No:	DGH/MM/Website/225/2
		015-16//ENQ/169
	Bid Closing Date:	01/05/2015
	Time:	1400 Hrs
	Bid Opening Date:	01/05/2015
	Time:	1500 Hrs

Sub: Tender for revamp of the website of Directorate General Of Hydrocarbons (DGH) as per the guidelines for websites of Govt. Of India and its AMC for two years after one year warranty period. (Ref. "Guidelines for Indian Govt. websites accessible via <http://web.guidelines.gov.in>)

Dear Sir,

1. DGH invites you to submit your lowest price for revamp of the website of Directorate General Of Hydrocarbons (DGH) as per the guidelines for websites of Govt. Of India and its AMC for two years after one year warranty period

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

Appendix-6.2 : Format of submission of technical documents.

ANNEXURE II : Bid Evaluation Criteria / Bid rejection Criteria

ANNEXURE III : Scope of Work /Technical Specification/Payment Schedule

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 at least two days prior to the 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

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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 as per cl.12 of ANNEX-3 against bills duly certified by an 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 beyond the duration of 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,

Pranjal Pandey
Officer (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

.....

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.

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

- 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) If the bidder seeks any modification in the tender
- ix) Experience (Copy of Contracts awarded and completion
certificates) has been provided
- x) Own development and support centre in NCR
- xi) Deviation from the tender document? If any,
please indicate in separate sheet.

APPENDIX-6.2

The bidder are expected to submit the below-mentioned technical documents amongst others in the following format and order so that they can be easily accessed. Proper markings/flaggings may also be done for the same.

1.

Sl. No.	Technical Rejection Criteria	Name of the website	Supported Document Name/PO/Work Order/ Completion Certificate (mention the description of relevant documents and arrange them accordingly)
1	The bidder must have developed atleast two websites as per the guidelines for Indian Government website as published in web.guidelines.gov.in.	Site 1:	
		Site 2:	

2.

Documentary Proof that the bidder has experience in website development business for at least three years as on 31.03.2015

3.

Documentary proof that bidder has its development and support centre in NCR.

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:-

1. The bidder should have experience in website development business for at least 3 years. (As on 31st March 2015)
2. The bidder must have developed at least two websites as per the Guidelines for Indian Government Website as published in web.guidelines.gov.in.
3. The bidder must have its own development and support centre in NCR.
4. Necessary copy /copies of supporting documents are to be provided in support of the above criteria.

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) 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 as mentioned in the clause 12 of ANNEX-3 on the basis of total contract cost including taxes & duties as per the Price Bid .The contract 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**1). Background**

Directorate General of Hydrocarbons (DGH) wishes to restructure its existing website (www.dghindia.org) strictly in line with the Guidelines for Indian Government Website as published in web.guidelines.gov.in. The salient features of the web site would be as follow:

- 1) The site will be bilingual both in English and Hindi
- 2) The site will have all the accessibility features to persons with disabilities as laid down within the above guidelines
- 3) The site will have a backend database whose partial dataset will be in constant synchronization with DGH's in-house MIS database.
- 4) The site will publish static web page, database driven dynamic webpage. The site will have well defined admin console for content management system to upload regular data/information like tenders, announcement etc.
- 5) The new site will be audited and certified by STQC on parameters for GOI website.
- 6) The new site will be audited and certified by CERT-IN empanelled agency on web site application security.

2). Services Required

Services are required from prospective bidder to modify the existing website of the Directorate General of Hydrocarbon (DGH)(<http://www.dghindia.org/>), as per the requirements of the Authority and in compliance with GIGW /SQTC parameters.

3). Objective

- To adhere the guidelines of Government of India websites
- To adhere all the standards of content writing
- To have disabled friendly features.
- To maintain the website up-to-date with ease.
- To comply with STQC and CERT-In certification requirements.
- Provide a meaningful, text/keyword/phrase based searching option with capability for Meta data search.

4). Website Goals

Directorate General of Hydrocarbon intends to utilize the web site to meet several objectives, as reflected in the following list of support facilities:

- To Redevelop the DGH web site for more information related access and improve better look & feel.
- Provide upto date information on all Orders, Public Notice, events, tenders etc.
- Provide visitor feedback forms, etc.
- In maintenance to ensure that up-to-date information is available at any point in time.
- To analyse the usage pattern and improve the contents constantly for generating reports like Activity Report, Log Report, Search Report.
- To ensure compliance with "Guidelines for Indian Government Websites (GIGW)".
- To enhance the overall look and feel of the website.
- To integrate easy to use content management system for easily managing overall content of the website.

- To develop role based access management system to provide secured, restricted access to different stake holders.
- To develop Bi-lingual Website with English & Hindi Version and to ensure that Hindi content is universally accessible by using Unicode compliant font.
- To provide information to citizens with minimum number of clicks.
- To make it easy to use for citizens by providing latest updates, important events on the home page itself and by providing within Site Search feature.
- To restructure content of the website to make it disabled friendly so that the available information is easily accessible to people with disability.
- To make site accessible on all platforms like all browsers (internet explorer, Mozilla Firefox except Google chrome), mobile phones, disabled specific devices.
- To get GIGW Compliance Audit Certificate (STQC Certificate) from empanelled auditor.
- To get Safe to Host Certificate from cert-in empanelled auditor.

5). SCOPE OF WORK

GIGW Compliance with STQC Certificate:-

New website should be audited by STQC (Standardization Testing and Quality Certification) proving 100% compliance of GIGW (Guidelines for Indian Government Websites) issued by GOI. The bidder has to make the website compliant with GIGW guidelines for the award of "Certified Quality Website (CQW)" of STQC.

Security Audit:-

Website should be audited by Cert-in empanelled auditor and all the vulnerabilities will be fixed. Upon completion, security clearance certificate of cert-in empanelled auditor should be submitted by the bidder.

Content Management System:-

- a. The modified website should have provision to implement Content Management applications for managing and publishing of content.
- b. Administrator should be able to create desired roles like Content Creator and Publisher and should be able to assign modules to these roles.
- c. Administrator should be able to add/ delete links pertaining to Hindi/ English content on the website at any point of time from any location.
- d. The control for the same should be user friendly so that an authorized data entry operator should be able to update the links.
- e. CMS should have the functionality of creating new menu or submenu or any other nested menu bar option in new or existing webpage through Administrator.
- f. User administration services, as part of a comprehensive Content Management System, should be integrated into the web site design.
- g. All Web Pages should be capable of creation/modification through CMS.

ii. User Authentication and Security:-

The admin section should be protected by username & password. At database level also password should be in strong encrypted format. After 5 consecutive wrong attempts, the password should be reset & new password should be sent to administrator through an alternative email.

iii. Bilingual:-

The website should be bilingual in Hindi & English. Content management system should support to create each page in English and Hindi and also support Unicode format for Hindi content so that there is no need to download any font for Hindi content. The initial estimated quantity of web pages in Hindi is expected to be around 60 including static and dynamic page. The Hindi pages will be both static and/or dynamic.

iv. Design, Presentation and Uploading/Downloading of Content:-

- a. There should be three types of links- file, URL & content. Also the administrator should be able to set the order in which the links should appear on the website.
- b. The website should provide the facility to upload corrigendum/addendum/ amendments to other documents i.e. Public Notices, Tender documents etc.
- c. User should be able to reach the required page within 2 to 3 clicks, as per GIGW guidelines.
- d. Interactive presentation of content.
- e. The file format and size, in case of download, must be displayed on based on upload carried out.
- f. Faster downloading of pages.
- g. All the documents which are already uploaded on the website should be merged in redeveloped website.
- h. Conversion of content as per GOI guidelines in the approved time line by Directorate General of Hydrocarbon (DGH)
- i. Look and feel with aesthetic design/ colour combination, background, screens, structure and layout with easy navigation.
- j. Should be Incorporated to Auto generated Site map.

v. Social Media Integration:-

- a. Active participation in social Networking Sites (Facebook, Google+, Twitter, etc.).

vi. Content Search Facility:-

- a. The website should provide advance search facility including Meta data search.
- b. The website should have a parameter driven search in which the user parameters should drive the search which should in turn be either meta-data based or full content based or both.

vii. Modules required for the website:-

- **Tender Module**
- **Photo Gallery Module/ Video Gallery Module**
- **Publication Module**
- **Event Management Module**
- **Whats New**
- **Notices/Circulars Module**
- **Glossary Section**
- **Vigilance Complaint**
- **Download Management**
- **Module to upload and publish data sets from DGH's internal database.**

viii. Archival System:-

- a. Archival Folder or section under each menu link, if applicable.
- b. Automatic Archival if date of expiry of display is mentioned during content posting or creation.

ix. Feedback Management System:-

The admin should be able to view all feedback received for a particular date or

for a specified duration. The admin should be able to send the reply for the same and email should be sent to the visitor's email address. Two types of feedback should be viewed and replied: General, and Content Specific. Further, there should be a provision to upload moderated feedback, if desired.

x. RSS Feed generation & integration.

Provide for extensive web site analytics and statistics: covering reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages, other statistics and reports as may be required by Directorate General of Hydrocarbon (DGH).

xi. Universally Accessible Website (Disable friendly):-

- a. Support for visually impaired and otherwise disabled or challenged Visitors.
- b. Smooth navigation through keyboard i.e. Focus should not be trapped in any component while navigating through keyboard only.
- c. Platform Independent (Windows, Tablet, IOS, Mobile phone etc.)
- d. Cross browser compatible.
- e. Website should be screen reader friendly.
- f. Mobile Accessibility, website should be accessible on all hand held devices mobile, tabs, ipads etc.

xii. Search Engine Optimization(SEO):-

Meta title, Meta tag and Meta description for images and content to make the website SEO friendly.

Data Redundancy to be removed (e.g. requirement of uploading same document, if a reference is made to it at more than one place on the website.)

- xiii.** Reminder functionality for events, Public Notice etc. prior to their move to archive provided for Administrator.
- xiv.** Users should be able to navigate through the website on multiple paths to access the same information, feature or functionality.
- xv.** Applicants will explain their proposed solution in detail to demonstrate this appropriately in their website design approach.
- xvi.** The website design should be flexible for DGH to seek changes in the same and in contents on an ongoing basis.
- xvii. Onsite Training:-** Required training to Directorate General of Hydrocarbon (DGH) officials for use of CMS and other features.
- xviii. Integration of Information from DGH's In-House Database:** There is an in-house Oracle database in DGH catering to DGH's in-house application requirements. There are about 25-30 tables from which data will be populated into the new site in the form of 15-20 dynamic reports. The bidder will be required to understand the corresponding business processes, write scripts for data upload. There will be one time data upload to the new website from DGH's internal MIS applications. Subsequently there will be periodic offline data upload once in a month in CSV or in excel, and the bidder will be required to carry out and maintain the data synchronization activity routinely.
- xix. Data Migration from existing website to new website:**

There are about close to 12,000 registered users in the existing DGH's website. Bidder will be required to migrate those datasets to the new website. Apart from that, all existing site data lying on the Oracle 10g database pertaining to Notices, Tenders etc. will have to be migrated to the new site. Bidder is requested to browse through the existing site in details.

5. Warranty & AMC of the Proposed Site:

The redevelopment of the site will be considered complete once both the STQC and security certificates are obtained. Bidder will be required to obtain a project completion certificate from DGH after both the certifications are achieved. The site will be under warranty for next 1 (one) year for free of cost starting from the date of

project completion. Subsequent to the end of the warrantee period, AMC period will continue for next two years. Below are the activities to be carried out during the time of warranty and AMC.

- a. Rectification of any pre-existing programming bug
- b. Application and database tuning
- c. OS and Anti Virus maintenance
- d. Application and database backup and restoration in case of server crash/changeover/up-gradation etc.
- e. Regular application and database backups
- f. Telephonic, remote or onsite application support.

Change request for any additional development or Hindi translation would be taken up separately. The payment of such activity would be settled at the end of every six month along with the AMC payment after duly certified by DGH.

6). Deliverables:

- a. Re development of existing website including admin panel for Content Management System
- b. Data Migration from existing site and from DGH's internal database.
- c. STQC Certification for award of "Certified Quality Website (CQW)"
- d. CERT-IN agency's security certification
- e. Implementation of any other security guidelines/audit recommendation of the hosting agency like NIC.
- f. SRS and Design Documents
- g. Training Manuals
- h. Entire Source Codes

The processes, procedures, manuals, source codes, software etc. would entirely be intellectual property of DGH.

7). Site Availability and Uptime:

The site has to be available 99.75% of time apart from the DGH permitted planned maintenance activities in a quarter. Any hardware or ISP related downtime would not be considered here. Bidder would be responsible downtime arising out of applications, database, OS, Anti Virus and other related components.

8). Proposed Timeline

Below is the maximum time limit for the project.

Completion of website development. Ready for STQC and CERT-IN audit

:Maximum 4 Months

Certification (STQC and Security) :Maximum 2 Months

Total Duration of the Project

Maximum 6 Months

Project getting delayed beyond the above time limit for reasons attributable to the bidder would attract Liquidated Damages as per the provision of this tender.

9). Additional Development Work

In case of requirement of additional development work, the bidder's resource effort estimation would be approved by DGH. Subsequently the bidder can raise resource cost along with the next half yearly bill. For that the bidder is required to quote manpower/developer cost as defined in the price schedule and the quoted rate would be binding on him during the contract period. However payment would be

made on actual utilization of resources/mandays upon certification by DGH.

10). Website Development and Hosting Environment:-

The development of the website will be carried out at the bidder's location with its own development server. The bidder will be required to maintain the development server at its end with the site hosted throughout the duration of the project. Bidder will be required to provision its own development workstations/laptop of its developers.

DGH will avail hosting server from reputed agency like (NIC). Bidder will be required to carry out the following at the hosting server once the site is ready at its development server.

- Configure the hosting server as per the website requirement.
- Install and configure Oracle 11g
- Port the application from its development center to the hosting server
- Coordinate with the hosting agency for all website security, compliance related requirement
- Define database and website backup policy. Mock system crash, restoration and recovery to be demonstrated.
- Periodic offline backup set to be provided to DGH

Development Technology to be adopted:

Technology	Microsoft .Net
Presentation Layer	HTML5, CSS3.0, JQuery
Business Layer	ASP.Net / PHP
Database	Oracle 11g
Development Environment	ASP.NET 4.5/PHP with Oracle 11g as the backend database
Client Side Scripting	Java Script
Application Server	Windows Server 2012 (64 Bit)

The bidder has to mention the development environment/technology (.Net or PHP) they would follow for this project. Enterprise level support from Oracle is available with DGH for any Oracle database related issue.

11). Price & Payment Schedule

Price Schedule I – Initial Web site development (Lump-sum cost):

Sr No	Activity	Unit	Unit Rate	Total Unit	Total Cost
1	Web Site Redevelopment including about 60 Hindi pages	1 Site			
2	Data migration from old website and integration with DGH's internal database for about 30 tables.	1 Time			
3	STQC Audit for "Certified Quality Website (CQW)" Certification	1 Time			
4	Security Audit by CERT-IN empanelled agency	1 Time			
5	Total Applicable taxes				
A	Total Cost for Initial Web Site				

	Development		
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Price Schedule II – AMC / Technical Support Cost :

Sr No	Activity	Unit	Unit Rate	Total Unit	Total Cost
1	AMC for 2 years	1 Year		2 Years	
2	Fresh Development Resource Cost	Manday		90 Manday	
3	Additional Hindi Translation Cost	1 Page		75 Pages	
4	Total Applicable taxes				
B	Total Cost for AMC/Application Support				

Total Quoted Value Would be calculated as:

(Sr. No A of Price Schedule I + Sr. No B of Price Schedule II)

Notes:

- Additional Hindi translation or Fresh Development rates would be valid throughout the contract period and DGH may avail those services as per requirement at any time during the contract.

Payment Schedule:

Sr No	Milestone	Payment
1.	Completion of website development. Ready for STQC and CERT-IN audit	40 % of Sr No 1 & 2 of Price Schedule I
2.	Successful achievement of STQC- "Certified Quality Website (CQW)" and CERT-IN agency's Security certificates. Completion of Entire Project. Issue of Project Completion Certificate to Bidder by DGH	60% of Sr No 1 & 2 of Price Schedule I 100% of Sr No 3 of Price Schedule I 100% of Sr No 4 of Price Schedule I
3.	AMC/Additional Technical Support as per Price Schedule II	At the end of completed 6 months

12). Technical Eligibility Criteria

- The bidder should have experience in website development business for at least 3 years. (As on 31st Mar 2015)
- The bidder must have experience of developing at least two websites as per the Guidelines for Indian Government Website as published in web.guidelines.gov.in.
- The bidder must have its own development and support centre in NCR.
- Necessary copy of supporting documents are to be provided in support of the above criteria.

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 services, 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/services 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/ completion certificate is awarded by DGH is treated as the date of commencement of the contract. The contract shall be valid for a period of **3 (Three) years** 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 (MM)

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 to furnish to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5% of estimated Contract Price) 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/properly 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.

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 OIDB 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****Price Schedule I – Initial Web site development (Lump-sum cost):**

Sr No	Activity	Unit	Unit Rate	Total Unit	Total Cost
1	Web Site Redevelopment including about 60 Hindi pages	1 Site			
2	Data migration from old website and integration with DGH's internal database for about 30 tables.	1 Time			
3	STQC Certification Audit	1 Time			
4	Security Audit by CERT-IN empanelled agency	1 Time			
5	Total Applicable taxes				
A	Total Cost for Initial Web Site Development				

Price Schedule II – AMC / Technical Support Cost :

Sr No	Activity	Unit	Unit Rate	Total Unit	Total Cost
1	AMC for 2 years	1 Year		2 Years	
2	Fresh Development Resource Cost	Man days		90 Man days	
3	Additional Hindi Translation Cost	1 Page		75 Pages	
4	Total Applicable taxes				
B	Total Cost for AMC/Application Support				

Please Turn Over

Payment terms/Schedule

Sr No	Milestone	Payment
1.	Readiness for successful hosting of redeveloped website. Completion certificate to be obtained from DGH	➤ 50 % of Sr No 1 & 2 of Price Schedule I (plus applicable taxes)
2.	Successful achievement of STQC and CERT-IN agency's Security certificate.	➤ 50% of Sr No 1 & 2 of Price Schedule I (plus applicable taxes) ➤ 100% of Sr No 3 of Price Schedule I (plus applicable taxes) ➤ 100% of Sr No 4 of Price Schedule I (plus applicable taxes)
3.	AMC/Additional Technical Support	➤ At the end of completed 6 months (plus applicable taxes)

Signature of Authorized Signatory_____

Name and designation of Authorized Signatory _____

Seal of the bidding company_____