



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, UP.
e-Mail : mm@dghindia.org, Phone – 0120-247 2000

INVITATION FOR BID (IFB) - NATIONAL COMPETITIVE BIDDING (NCB)

The Directorate General of Hydrocarbons (DGH) invites bids from eligible bidders (see Annexure-II of tenders) for the following Services:

- | | |
|--|---|
| 1 Bid Document No | : DGH/MM/Admin/Bus/002/2015-16/ENQ/005. |
| 2 Description of Service | : CNG fuelled AC Bus (2 Nos.)
Services for DGH Office, OIDB Bhawan, Sec-73, Noida. |
| 3 Cost of Bid Document | : Rs.500 (Non-refundable) |
| 4 Bid Document available at web sites till | : 24.08.2015 |
| 5 Bid submission Due Date & Time | : 03.09.2015 at 1400 Hours |
| 6 Bid Opening Date | : 03.09.2015 at 1500 Hours |
| 7 Bid Security / Bond | : Rs. 2,40,000.00 |

The detailed Bid Documents can be viewed / downloaded from DGH's web site www.dghindia.org or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Documents shall be uploaded on aforementioned websites only. Hence, bidders shall view the said websites regularly.

Directorate General of Hydrocarbons
Ministry of Petroleum & Natural Gas
Govt. of India, NOIDA, INDIA

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

Office of : Director General
Directorate General of Hydrocarbons (DGH),
OIDB Bhawan, Tower A, Plot No.2, Sector-
73, NOIDA-201301,
UP India.

FORWARDING LETTER FOR INVITATION TO BID

SUB: CNG Fuelled AC BUS (2 Nos.) SERVICES FOR DGH STAFF

Dear Sir,

The Directorate General of Hydrocarbons (DGH) hereby invites Bids for providing AC bus services for DGH staff as given under :-

1. Tender No : DGH/MM/Admin/Bus/002/2015-16/
ENQ/005
2. Type of Bid : 2 Bid System (Technical Bid & Price Bid)
3. Bid Closing Time & Date : 1400 Hrs (IST) of 03.09.2015
4. Place of Submission : Directorate General of Hydrocarbons (DGH),
OIDB Bhawan, Tower A, Plot No.2, Sector-
73, NOIDA-201301,
UP India.
5. Bid Opening Time, Date & :
Place
(a) Technical bid 1500 Hrs. (IST) 03.09.2015 at the same
address at Sl. No. 4.
(b) Price Bid Opening time and date shall be intimated
later to technically qualified bidders.
6. Bid Validity : 90 days from the bid closing date.

- | | | | |
|----|---|---|--|
| 7. | Amount of Bid Bond (original :
Bid Bond to be enclosed with
the Technical Bid only) | : | Rs 2,40,000.00 (Rupees Two Lakh Forty
Thousand) Bid Bond in the form of Bank
Guarantee is to be submitted as per
Performa enclosed at Appendix-II to
Annexure-I and it should be valid upto 45
days from the bid closing date. |
| 8. | Performance Bank Guarantee :
to be submitted only by the
Successful Bidder.
(Appendix-III to Annexure-I) | | 7.5% (7.5 percent) of the contract value to
be submitted within 15 days of LOI. The
contract value will be determined as per the
amount for the three years for the two AC
buses based on the rates quoted by the
bidder assuming 22 working days per
month. PBG should be valid for 60 days
beyond the date of completion of
contractual obligations. |
| 9. | Inspection of the AC buses | : | Within 30 days from the issue of Letter of
Intent (LOI). |
| 10 | Signing of Contract | : | Contract is to be signed within 21 days
from LOI. |

Other details and terms/conditions are as per the following Annexures:

- | | |
|----------------|--|
| Annexure-I : | Instruction to Bidders |
| Appendix-I : | Bid Submission Proforma |
| Appendix-II : | Bid Bond Performa |
| Appendix-III : | Performance Bank Guarantee Performa |
| Annexure-II : | Bid Evaluation Criteria |
| Appendix-I : | Check List for Compliance to Tender Conditions |
| Annexure-III: | General Terms and Conditions of the Contract |
| Annexure-IV: | Scope of Work and Special Terms and Conditions |
| Appendix-I : | Tentative Bus Route |
| Annexure-V : | Price Bid Format |

Thanking you,

Yours faithfully,

HOD (MM)

For: Director General of Hydrocarbons.

Encl: As above

INSTRUCTIONS TO BIDDERS

1. COST OF BIDDING

1.1 The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

2. BID DOCUMENT / TENDER DOCUMENT

2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document.

2.2 The bidders are expected to examine all instructions, forms, terms & specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document to the satisfaction of the DGH in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

3. CLARIFICATION ON BID DOCUMENT

3.1 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 in no case be sought later than 5 days prior to the deadline prescribed herein for the submission of Bids. 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.

4. AMENDMENT OF BID DOCUMENT

4.1 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 notifying any such amendment as may be drafted / incorporated to the original bid documents.

4.2 The amendment will be communicated in writing by Fax and/ or courier to all bidders who had originally received the said Bid Documents. The same amendment will also be hosted on website of DGH for the bidders who have downloaded the bid document from website.

4.3 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 all the bidders.

5. LANGUAGE OF BID

5.1 The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and DGH relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so long as it is accompanied by an English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

6. DOCUMENTS COMPRISING THE BID

6.1 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.

6.1.1 The “Technical Bid” (un-priced) should comprise the following components:

(i) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.

(ii) 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.

(iii) Bid Bond to be furnished in accordance with paragraph 8 of instructions to the Bidders.

(iv) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).

(v) The Check List for Compliance to Tender Conditions at Appendix-I to Annexure-II to be submitted in the prescribed format.

6.1.2 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 7 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.

7. BID PRICES

7.1 Prices quoted by the successful bidder shall be held firm during its performance of the contract and will not be subject to variation on any account. A

bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Price quotations are to be strictly in accordance with price bid. Conditional bid is liable to be rejected.

7.2 All duties, taxes and other levies payable by the successful bidder under the contract, for which its Bid Document is being issued, shall be made accordingly. The bidder will have to however, indicate in their price bid the breakup of the various taxes and duties payable by them.

8. BID BOND

8.1 Bidder shall furnish, as part of its Technical bid a Bid Bond in the format prescribed at Appendix-II to Annexure-I, the amount as specified in the “Forwarding Letter” attached herein before.

8.2 The Bid Bond is required to protect the DGH against the risk of bidder’s misconduct which would warrant the forfeiture of the Bid Bond.

8.3 The Bid Bond shall be denominated in the currency of the Bid and shall be in the form of a Bank Guarantee issued by a bank having corresponding branch office in India, in the format provided in the Bidding Documents and shall be valid for 30 days beyond validity of the bid.

8.4 Any bid not secured in accordance with above-mentioned sub-Para 8.3 will be considered as non-responsive and rejected by DGH.

8.5 Unsuccessful bidder’s Bid Bond will be discharged and / or returned as promptly as possible but not later than 30 days after the expiry of the prescribed date for valid bids referred to in the forwarding letter attached hereto.

8.6 The successful bidder’s Bid Bond will be discharged upon furnishing the Performance Bank Guarantee by him.

8.7 The Bid Bond may be forfeited:

- a) If a bidder withdraws its bids during the bid validity period.
- b) In case of a successful bidder, if the bidder fails:
 - (i) To sign the contract within the prescribed date, or
 - (ii) To furnish Performance Bank Guarantee within the prescribed date.

9. PERIOD OF VALIDITY OF BIDS

9.1 Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the DGH.

9.2 In exceptional circumstances, DGH may solicit the bidder’s consent to an extension of the period of validity. In case of agreement to the request, the bid Bond

provided as per above-mentioned para shall also to be suitably extended. The bidder will not be permitted to modify its bid within the extended validity period.

10. FORMAT AND SIGNING OF BID

10.1 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”.

10.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

11. SUBMISSION OF BIDS

11.1 Sealing and Marking of Bids:

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.

11.1.1 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:

11.1.2 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:

11.1.3 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:

11.1.4 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 Bid Format as per Annexure-V shall be submitted along with the technical bid. The offer should contain complete specification, details of service and equipments/accessories offered.

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

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

11.2 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 Bhavan, Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP.**

11.3 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.

11.4 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexures, if any. It shall be complete and free from any ambiguity, changes or interlineations.

11.6 The offered rates will remain firm till finalization of Tender. Any representation or request received after bid opening date and before opening of commercial bid, regarding revision of rates, will not be entertained and may lead to rejection of the Bid.

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

11.8 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-I to Annexure-II.

12. BID OPENING AND EVALUATION

12.1 Opening of Technical Bids by DGH:

DGH will open the Technical Bids first in the presence of Bidders, or their authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, the Bidder's representative must produce an authorization letter from the Bidder at the time of opening of Bids.

12.2 The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

13. ELIGIBILITY OF THE BIDDER

13.1 The bidder must submit relevant documentary evidence in support of its experience / capability along-with the Technical Bid document.

14. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the DGH may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and the response shall be in writing.

15. DGH'S RIGHT TO ACCEPT OR REJECT BID

The DGH reserves the absolute right to accept or reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.

BID SUBMISSION PERFORMA

Tender No.....

Bidder's e-mail id :
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 valid for the validity period indicated in the Forwarding Letter of this tender document.

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

3. I / We Confirm that we can provide 2 (two) new CNG fuelled AC buses with minimum 47 seating capacity, with bodies built during 2015 on Chassis manufactured during 2015.

4. I / We declare that all the information given and documents submitted by me/ us in our bid are true and correct. I/We further agree that if any of the information given in bid or in any of documents submitted in support of bid for the award of tender found to be untrue or incorrect or false, DGH shall have liberty to withdraw the letter of Award and/or terminate the Contract, as the case, at any stage and I /we shall have no claim, whatsoever, against the DGH for such withdrawal / termination.

Yours faithfully,

Signature of the Bidder
Name_____

Seal of the Company
Signature of witness

Dated

Address

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

Appendix-II to Annexure-I

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be submitted on non judicial stamp paper)

Bank Guarantee No
.....

Valid Up to

Date

To

HOD (MM)
Director General Directorate General of Hydrocarbons (DGH),
OIDB Bhavan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.

Dear Sir,

1. Whereas Directorate General of Hydrocarbons, a statutory body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India., (herein after called (DGH) which expression shall unless repugnant to the context or meaning thereof include all its successors, administrator, executor and permitted assigns) has floated a Tender for AC Bus Services for DGH Staff and M/shaving its Head/ Registered Office at(hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assigns have submitted a bid reference Noand tenderer having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Rs. (in figure), Rupees (In words).....only for the due performance to tenderer's obligations as contained in the terms of the Tender Documents (NIT) and other terms and conditions contained in the Tender Documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said document.

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 assigns) do hereby

guarantee and undertake to pay immediately on first demand to DGH any money or all money payable by the Tenderer to the extent of Rs.....(in words.....only) in aggregate at any time without any demur, reservation & recourse or protest and or without any reference to the Tenderer/bidder/. 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 not with standing any disputes or differences raised/ pending between bidder and DGH. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing.

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 competent Indian courts at Delhi/New Delhi.

5. This guarantee shall be irrevocable and shall remain in force up to, and including,thirty days after the bid validity date and any demand in respect thereof should reach the bank not later than the aforesaid validity date. Any claim under this Guarantee must be received before the aforesaid validity date.

6. Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. -----
----- (in words) only and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) unless extended further. Any claim under this Guarantee must be received by us before the said expiry/ extended date and if no such claim has been received by us within the said date/ extended date, rights of DGH, under this Guarantee, will cease. However, if such a claim has been received by us within the said date extended date 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 of2015at

WITNESS No.

(Signature)

(Signature)

Full name and Official address
(in legible letters)

Full name, designation and official address
(in legible letters) with bank Stamp.

Attorney as per power of Attorney

No. _____

Dated: _____

Appendix-III to Annexure-I

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be submitted on non-judicial stamp paper)

Ref. No.

Bank Guarantee No.

Date ____/ ____/

To

**Director General, Directorate General of Hydrocarbons (DGH),
OIDB Bhavan, Tower A, Plot No.2, Sector-73,
NOIDA-201301,UP India.**

Sirs,

In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at Directorate General of Hydrocarbons (DGH), OI DB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301,UP India. (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Contract dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. _____ for the faithful performance of the entire contract as mentioned in the LOI.

1. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the contest or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees _____ (in figures) _____) (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the

Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the 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.

2. The Bank also agrees that the 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 Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.

3. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.

4. 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 until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.

5. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.

6. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.

7. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees _____ (in figures) Rupees _____ (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2015_____ at _____.

(Signature)

Full Name & designation
and official address (in legible letters)
with bank stamp

WITNESS NO.1

(Signature)

Full name and Official address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____

WITNESS NO.2

(Signature)

address
legible letters)

Full Name and Official
(in

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 by Fax / Courier, so as to reach DGH within 2 (two) days of closing of sale / download of bid documents. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's & GoI's CPPP websites. 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

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

Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents. Incomplete and non-conforming bids will be rejected outrightly.

2.0 Eligibility and experience of the bidder:-

a) Bidder should have a minimum 2 (Two) years of experience and should have running contracts for 10 (Ten) buses and provide necessary documents along with Technical Bid.

b) Bidder should confirm that they can provide two new CNG AC buses with bodies built during 2015 on chassis manufactured during 2015.

Supporting documents should be submitted:

To this effect, Bidder should submit :

- copies of respective certificates, contracts, including the scope of work, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

- Bidder's Confirmation that they can provide two new CNG AC buses with bodies built during 2015 on chassis manufactured during 2015.

c) Bid will be rejected if bidder gives "NO" to any of the item or gives conditional "Yes" in the checklist (Appendix-I to Annexure-II) along with technical bid.

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 Technical Bid in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque.

2.0 Bid should be submitted (in Two Bid system) in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

Offers with techno commercial bid-containing prices shall be rejected outrightly.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract, Special Conditions of Contract and General Conditions and Instruction to Bidders.

4.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer
- b) 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 conform to the mobilization period indicated in the bid.
- g) Offers which do not conform to the contract period indicated in the bid.

4.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

5.0 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

1.1 **Evaluation of bids:** - The price comparison of bids will be done on the basis of total contract cost including taxes & duties as per the Price Format.

1.2 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. & Work Tax.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

2. 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.

3. 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.

Services on site inspection will be carried out by DGH's officers / representative at the discretion of the DGH.

Appendix-I to Annexure-II

**Check List for Compliance to Tender Conditions /Eligibility for the CNG
AC Buses.**

Sl no.		YES	NO
1.	Bidder has minimum Two (2) years experience of providing bus services on contract and total running contracts for 10 buses and has provided supporting documents.		
2.	The Bidder agrees to incur the entire expenditure of maintenance of the buses.		
3.	Bidder agrees to arrange replacement of buses in the event of a breakdown of the buses.		
4.	Bidder agrees to pickup/drop the staff of DGH in time, at the pickup points and routes, as prescribed by DGH from time to time.		
5.	Bidder agrees that the buses will be covered by a valid Comprehensive Insurance Policy.		
6.	Bidder agrees to comply with all the statutory requirements under Motor Vehicle Act and other Govt. rules and regulations during the contract period at its own cost, if any.		
7.	The bidder agrees that if it fails to provide the transport service on any working day, DGH has the right to get the work done from other agency at their own risk, and at the cost will be recovered from the former Agency.		
8	Bidder agrees to pay penalty as per item 26 of Annexure-IV of the tender.		
9.	Bidder agrees that rates will be firm for 3 years. (except for the escalation & de-escalation clause vide 23.0 of Annexure-IV of the tender.)		
10.	Bidder will provide two Buses of 2015 model with seating capacity of 47 for a minimum period of 3 years with same terms and conditions. For the purpose of vintage of buses that you have		

	confirmed and submitted the necessary documents validating that the body is build of each bus is built in year 2015 and chassis of each bus is also manufactured during 2015.		
11.	The bidders confirms that the CNG kit installed in the bus is certified kit from authorized dealer or Company-fitted. Document to this effect will be provided by the bidder at the time of inspection of the buses.		
12.	Bidder will provide Bid bond of value specified in the forwarding letter of this bid documents, with the Technical Bid		
13.	Bidder will provide security deposit as performance bank guarantee which is 7.5% of the contract value on award of contract		
14	Bidder agrees for DGH reserving the right to hire more buses as and when required basis on same rates terms and conditions.		
15	Bidder agrees for DGH reserving the right to re-route pickup and drop points on account of increase of manpower for additional/new routes during the currency of the contract.		

Authorized Signatory of the Bidder.

Note: Bid will be rejected if bidder gives “NO” to any of the item or gives conditional “Yes” in the checklist (Appendix-I to Annexure-II) along with technical bid. (Please refer to Annexure-II, Clause No. B.1 (2.0)(c)

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following terms shall be interpreted as indicated:

- (a) The “Contract” means the agreement entered into between DGH and the Contractor, as recorded in the Contract Form signed by the parties, includes all attachments, appendices thereto as also all documents incorporated by reference therein;
- (b) The “Contract Price” means the price payable to contractor under the contract in consideration for the full and proper performance of its contractual obligations.
- (c) The “Work” means each and every activity required to be carried out for the successful performance of the service described in the Scope of work at Annexure-IV.
- (d) “DGH” means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
- (e) “Contractor” means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.
- (f) “Contractor’s personnel” mean the personnel to be provided by the contractor to provide services in terms of this contract.

2. EFFECTIVE DATE AND DURATION OF CONTRACT

- a. The effective date of the contract will be mentioned in the Letter of Award.
- b. The total duration of the Contract is 3 Years from date of deployment of AC buses. Buses need to be deployed within 25 days of the LOI.
- c. The terms and conditions shall continue until the completion of the work.

3. SCOPE OF WORK

- a. The scope of work is for providing CNG AC Bus Service at DGH Office, list is given at **Annexure-IV** attached herein.

4. LIABILITY

- a. Except as otherwise expressly provided, neither the DGH nor its servants, agents, nominees, contractors or sub-contractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for any loss or damage caused to the equipment and / or loss or damage to the property of contractor and / or its contractors or sub-contractors, irrespective of how such loss is caused. The contractor shall protect, defend indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting there from.

b. Neither the DGH nor its servants, agents, nominees, assignees, contractors and sub-contractors, shall have any liability or responsibility what-so-ever for injury, illness, or death of any employee of contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

5. SECRECY OF CONTRACT DOCUMENT

a. The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.

b. Contractor shall not, without DGH's prior written consent, make use of contract document or any information enumerated above except for bid preparation and contract execution.

6. PERFORMANCE BANK GUARANTEE

a. Within 15 days of the date of issue of LOI, the contractor shall furnish a Performance Bond to DGH in the form of a bank guarantee drawn on bank/branch in India for 7.5% of Contract/order value as per the format provided in Appendix-III to Annexure-I. The proceeds of the Performance Bank Bond shall be payable to DGH as compensation for Contractor's failure to perform and complete its obligations under the contract.

b. In the event the contractor fails to honor any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the DGH, DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.

c. DGH has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of DGH.

d. The Performance Bank Guarantee shall be valid till the completion of 60 days after the initial duration of the contract with the provision for extension by an additional month in order to enable the DGH to make claims if any.

e. The Performance Bond will be duly discharged by DGH after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the DGH and/or person/agency appointed by it for the said purpose.

7. FORCE MAJEURE

a. The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the

Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

b. Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.

c. In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.

d. Upon the occurrence of such cause, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning, estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the *force majeure* event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.

e. Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.

f. If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. The Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.

g. Either party will have the right to terminate the Contract with a prior written notice of 15 days if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

8. TERMINATION

a. Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

b. Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of *Force Majeure* under clause 7. hereinabove.

c. Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a notice in writing have the right to terminate the

contract and all the contractor's right and privileges hereunder, shall stand terminated forthwith.

d. Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

e. Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

f. Consequences of Termination:

In all cases of termination herein set forth, the obligation of DGH to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the contract, the parties shall continue to be bound by the provisions of the contract that reasonably require some action or forbearance after such termination.

g. If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

h. Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

i. Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 8.1 to 8.7 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and other charges including demobilization charges if provided for in the contract as per the contract up to termination.

j. In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

9. INDEMNIFICATION

- a.** The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.
- b.** DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

10. ARBITRATION

- a.** Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.
- b.** In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- c.** If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.
- d.** It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- e.** It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- f.** The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- g.** The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

h. The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

11. APPLICABLE LAWS

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

12. TAXES AND LEVIES

a. Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.

b. The quoted price shall include all the taxes including Service Tax, if applicable and Income Tax, levies, duties etc. shall be borne by the Contractor.

c. Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

13. CONFIDENTIALITY OF INFORMATION

All data obtained by Contractor from DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

14. HOLIDAY

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, the same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

15. NOTICES

Any notice given by one party to other pursuant to the contract shall be sent by fax and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

**Directorate General of Hydrocarbons (DGH),
OIDB Bhavan, Tower A, Plot No.2, Sector-73,
NOIDA-201301,UP India.**

Contractor's Address

Scope of Work and Special Terms and Conditions for 2 Nos. of CNG AC Buses

1. The duration of the Contract for 2 no. of CNG fuelled AC Buses with minimum 47 seating capacity will be for three (3) years from the date of placement of buses on duty. The total duration of the Contract is 3 Years from date of deployment of buses. Buses need to be deployed within **25** days of the LOI. Buses should be built with contemporary design having comfortable reclining “2 by 2” Bucket Seat rows with individual AC vents, head reading lights, fans. Bus should have separate driver cabin and door separating both cabin should be with hydraulic door closure to avoid injury to passengers during boarding and de-boarding. Passenger cabin should have an emergency exit. Buses should be running on CNG fuel. CNG kit installed in the bus should be certified kit from authorized dealer or Company-fitted. Document to this effect is to be provided by the bidder at the time of inspection of the buses.

2. The model of the AC buses should be 2015. For the purpose of vintage necessary documents submission is necessary that bodies of both the buses being offered were built during 2015 and chassis used were manufactured during 2015. The AC buses should be in sound mechanical as well as physical condition. At the same time, they must have necessary permit (s) as required under Motor Vehicle Act or any other regulation of the Govt. to run as hired buses. A copy of the same is to be provided immediately to DGH on issuance of LOI.

2.1 Exterior Color: The body of the bus should be preferably WHITE in color.

2.3 Accessories: The vehicle should be equipped with following accessories:

- a. Fire Extinguisher
- b. First Aid Box
- c. Music System &
- d. LED Digital Clock

3. The vehicles provided on hire to DGH should be in excellent condition duly registered with concerned RTO of Delhi/NCR and comply with all RTO formalities/requirements such as road taxes paid up to date, valid permit and valid comprehensive insurance for operation in Delhi and NCR. The vehicles should comply with the pollution norms at contractor cost as laid down under Central / State Government Pollution Act (s) and as amended from time to time.

4. The 2 no. of AC Buses buses are to be maintained in good mechanical / physical condition at the cost of the contractor. The AC Buses should report daily with Neat and Clean Seat Covers, Head rest Covers, Curtains and foot matting. Upholstery should be new and shall be changed every year. Buses will be inspected periodically once in every month by representatives of DGH.

5. Employment of drivers and attendants and payments of wages to the drivers of the buses provided against the contract shall be the responsibility of

the contractor. The drivers should have a valid Driving License issued by the Competent Authority. A copy of the same is to be provided to DGH prior to Agreement. The driver(s) should be well behaved and courteous with DGH officials. In case driver(s) misbehaves, such driver(s) will be replaced, by the Contractor, immediately at the request of DGH. Drivers and other staff should have proper uniform as approved by the transport authority.

6. The AC Buses supplied by the contractor shall be covered by a valid Road Permit, Comprehensive Insurance Policy & payment of premium of such road permit & insurance is to be paid by the Contractor. A copy of the same is to be provided to DGH on signing of Agreement.

7. OPERATING CONDITION FOR VEHICLES DEPLOYED FOR DGH's DUTY

7.1 The vehicles provided on hire while on DGH duty should have a display board of size 1'X 2' on the front wind shield as under:

<p style="text-align: center;">ON DUTY OF GOVT. OF INDIA</p>

The base color of the above board should be yellow with black writing.

7.2 The bus should be free from Mosquitoes, insects, flies and bad-odour. Mosquito repellents and fresheners to be sprayed accordingly.

7.3 The vehicles while on DGH duty should be kept clean and in good condition from inside & outside.

7.4 The bushings, springs / shock absorbers etc. should be maintained in excellent condition to provide good riding comfort.

7.5 The vehicle(s) should be noise free. Any rattling sound, sound of loose nuts / bolts, windows, shutters, fan belt and loosely kept tool box etc. should be got repaired/replaced after Office Bus duty.

7.6 Battery, tyre(s), brakes, head light beam adjustment indicator & other lights, starter, wiper, window shutter, door etc. should be in excellent working condition.

7.7 The vehicle should be provided with spare wheel / proper tools with each vehicle and other equipments, if any, required under MV Act in working condition.

7.8 The vehicle should report with sufficient fuel for the day's run for at least **200 kms** run for local duties. The driver should have sufficient money to purchase fuel for any additional requirement, if any including for any outstation duties. DGH shall not arrange for refueling of the vehicle. Fuelling of vehicle shall be carried out prior to reporting to DGH office and not during the journey time.

7.9 Being a public place, Smoking is prohibited in Bus.

7.10 Each vehicle so provided should have an experienced driver as elaborated hereunder in clause 8.0 on Crew.

8. Crew:

8.1 Each Bus should have One Driver and One Helper/Cleaner on daily basis. The driver & helper so provided by the contractor on each vehicle should be physically / mentally / medically fit, with proper eye sight, professionally sound and legally competent in all respect with valid professional driving license as stipulated under prevailing Motor Vehicle Rules / Act/ any other applicable rules for the operation of the vehicles under the contract. The driver should have professional experience of not less than 03 years. Necessary alternatives / substitutes must be maintained by the contractor in case of any disabilities / leave of any member of the crew to avoid any disruption to vehicle operation. The details of the driver provided on the vehicle shall be informed before he reports to DGH office with vehicle to HOD-HR & Admin or his authorized representative. Details of the Driver means his name, address, copy of appointment letter given by the contractor with mobile phone number and copy of driving license. If driver is changed by the contractor then the contractor shall inform HOD-HR & Admin or his authorized representative well in advance.

8.2 The contractor shall obtain Character & Antecedents (credentials) verification for his/their driver(s) & conductor (s) engaged for operating the vehicle(s) from concerned Police authorities, prior to deployment of vehicle.

8.3 The driver(s) should be in proper uniform, as approved by RTO with adequate knowledge of routes. In case of outstation duties, the driver(s) should be equipped with sufficient number of uniforms not less than two sets, to change every day.

8.4 Each driver(s) so provided on the vehicle should have responsive roaming mobile phones in working condition.

8.5 The driver(s) & Helper(s) must be well groomed, disciplined and courteous with the authorized user/authorized by DGH/passengers/officers/employees of DGH traveling / using the vehicle(s) and should not indulge in any unruly, unparliamentarily language, arrogant behavior or misdemeanor with the authorized user/authorized by DGH/officers/employees of DGH / passengers traveling in the vehicle.

8.6 Contractor shall ensure that the driver (s) deployed on the vehicles shall observe all rules / precautions for the safety of the passengers. Contractor shall ensure the drivers do not exceed normal safe speed limits. Contractor shall also ensure that his crew is deployed on operating vehicle after adequate rest to avoid accidents due to fatigue.

8.7 In case any person engaged by the contractor is found to be undisciplined or misbehaved or under the influence of intoxicant, the contractor shall replace the erring staff / crew immediately on receiving complaint from DGH or its

authorized officers otherwise the vehicle may not be accepted for DGH duty and Liquidated Damages shall be levied.

8.8 Contractor's staff shall carry suitable Identity Card and shall abide by existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of DGH that may prejudice interest of DGH.

9. VEHICLE DOCUMENTS / ROAD PERMITS / INSURANCE / TOLL PASSES

9.1 The vehicle(s) should be fit in all respects for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be having valid documents i.e. Registration book, Insurance Certificate, Fitness Certificate (if applicable), PUC Certificate, necessary permit and with taxes, fees paid up to date, paid by the Contractor.

9.2 Monthly Passes for all intervening toll-payments for each toll-naka, should be compulsorily taken for each bus by the Contractor, to avoid interim delays during the journey. In case, bus is required to be deployed for any other official duties involving outstation visit (other than Delhi & NCR), the toll taxes etc. shall be borne by DGH, on production of original receipts.

9.3 The vehicles should be fully / comprehensively insured by the contractor at his own risk and liabilities. All costs and liabilities arising out of any accident or eventuality shall rest upon the contractor.

10. SUITABLE SUBSTITUTE VEHICLE

In case of any disruption of service due to non-availability of Vehicle due to any reason, substitute vehicle in good working condition may be provided of similar specification.

11. The Contractor has to comply with all the statutory requirements under Motor Vehicle Act and other Govt. rules and regulations during the contract period at his cost, if any.

12. In the event of breakdown of the AC buses on way, the contractor shall arrange replacement of AC buses within a reasonable time not more than **Two hours**, depending upon place of breakdown. In case the Contractor fails to make alternative arrangement, DGH reserves the right to make alternative arrangements at the risk and the expenditures incurred by DGH shall be deducted from the bills of the contractor.

13. In case of any mishap/accident due to negligence of driver or otherwise, the contractor will be solely responsible for all statutory/financial obligations and DGH will not enter into the litigation whatsoever under any circumstances

14. The AC buses would be required to pickup/drop the staff of DGH in time, at the pickup points and routes, as prescribed by DGH from time to time. Tentative route maps with Pick up & Drop points are enclosed.

15. Approximate running of the buses would be **95- 105 kms. per day.**

16. DGH reserves the right to alter/modify/change the routes and pick up points as per its requirement from time to time. Any changes, which are deemed necessary, shall be intimated to the Contractor from time to time. Accordingly, route may be increased or decreased by **5 kms**, as per requirement.

17. The normal office working hours are 9:30 hrs to 18:00 hrs, five days a week from Monday to Friday. The AC buses are to report at starting point at 7.30 AM or mutually agreed time. Only DGH staff and other persons authorized by DGH will be permitted to travel in the bus. DGH reserves the right to intercept the bus enroute and verify the identity of the passenger.

18. Rates of Payment and Payment Terms.

(a) The payment shall be made as per rates indicated in **Annexure-V** (Price Bid format). Rates quoted will include all taxes chungu, Toll charges and any other Govt. taxes etc as applicable. Service Tax will be paid extra at applicable rate. The rates quoted by the Contractor shall remain firm throughout the duration of the contract, except for the price variation **Clause no. 23** as indicated.

(b) Bills shall be submitted by the contractor to HOD (Admin &HR) on a monthly basis and undisputed payment shall be released within 30 days from the date of receipt of bills. No interest will be paid if the disputed payments are held beyond 30 days. No advance payment will be made against this contract.

(c) Income tax will be deducted at source at the applicable rate.

(d) Details of statutory payments like EPF and ESI of previous month, etc., (As applicable) to be submitted alongwith the bills.

18.1 Following documents / details should be invariably furnished along with the first invoice:

a) Copy of valid registration certificate under the Service Tax rules and/or VAT.

b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).

c) Undertaking by the Contractor regarding compliance of all statutes

d) Certificate by the Contractor stating that labour have been paid not less than minimum wages as applicable.

e) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-1 (i.e. 'Instructions to bidders') of bid document.

f) Mobile No.

g) Email ID.

h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

18.2 For subsequent Invoices:

a) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).

b) Undertaking by the contractor regarding compliance of all statutes.

c) Certificate by the contractor stating that labour have been paid not less than minimum wages.

d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

19. SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

19.1 Verification of character and antecedents of Contractual manpower

The Contractor shall submit the following documents to DGH prior to start of work.

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Alongwith the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five

years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.

20. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter alia customs stowaways, foreign exchange etc.

21. LABOUR REGULATIONS / REGISTRATION AND DOCUMENTS

21.1 Contractor shall abide by and follow the State and Central Government Labour Laws / Legislation, Rules and Regulations, statutory notifications, local self Government / Municipal requirements and shall solely be responsible for any breach thereof. Contractor shall completely indemnify DGH, its officers and employees against any penalties / prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.

21.2. The Contractor shall obtain at his own cost, necessary permits, license etc as required under various laws from time to time for rendering the necessary services and DGH does not take any liability whatsoever on this account.

21.3 The contractor shall at its own cost comply with the provisions of all Laws, Rules, Orders and, regulations and Notifications whether central or State or local as applicable to him / them or to this contract from time to time. These Acts / Rules include without limitation the following:

a. Certificate from concerned office of ALC / RLC (Central) regarding Labour Licence.

b. Minimum Wages Act, 1948 and rule & order and notifications issued thereunder from time to time.

c. Contract Labour (Regulation & Abolition) Act, 1970 with rules, orders and notifications made thereunder from time to time.

d. Industrial Dispute Act , 1947 with rules. order & notifications issued there under from time to time.

e. The Workmen's Compensation Act. 1923 with rules, orders & notifications issued there under from time to time.

f. Motor Transport Worker's Act, 1961 with rules, orders & notifications issued thereunder from time to time.

g. Payment of Gratuity Act, 1972 with rules, orders & notifications issued thereunder from time to time.

h. Payment of Bonus Act, 1995 with rules, orders & notifications issued thereunder from time to time.

j. Employees Provident Fund & Miscellaneous Provisions Act, 1952 with rules, orders & notifications issued there under from time to time.

k. ESI Act with rules, orders & notifications issued there under from time to time.

l. All other Acts / Rules / Regulations, Bye-laws, other notifications etc. as applicable to the contractor or to this contract from time to time shall be applicable. Orders / Notifications etc., present or future, as applicable to the contractor or to this contract from time to time for providing necessary service / performing the aforesaid jobs.

21.4. The wages not less than the minimum wages as may be revised from time to time and as notified by the Central/Central/State Government, whichever is higher will be payable to the personnel/workmen deployed or engaged by the contractor and the contractor will be liable to fulfill this statutory obligation, the payment of wages shall be made in the presence of an authorized officer/ representative of the principal Employer on or before the seventh day of the month, and in accordance with the Payment of Wages Act, 1936.

22.0 PARKING

Contractor shall ensure security arrangement/parking place (s) for his vehicle (s) deployed on DGH's duty for which DGH does not take any responsibility whatsoever.

23.0 ESCALATION/DE ESCALATION

23.1 Increase / decrease in price of any commodity or any market fluctuations etc. will not be accepted as a plea for revisions of hire charges / rates under this contract throughout the contract duration, including extension, if any. Any statutory increase with direct or indirect impact on the cost of operation shall also under no circumstances be considered as a plea for revisions of rates of hire charges.

23.2 However, increase / decrease in the prices / rates of normal grade CNG publically announced for Delhi after the date of LOI, shall be considered for revision of total running KMs charges under this contract. The up & down running KM per day per route will be taken as 100 KMs for this purpose. The decision of DGH on the subject of escalation/de-escalation shall be final and binding.

23.3 The increase / decrease in total actual running KMs charges shall be as per the standard formula given hereunder which shall only cater for the reimbursement of any increase / decrease in the CNG prices. Any increase / decrease in the rates of lubricants shall be ignored for the purpose of this contract; this shall be deemed to have been taken into consideration in the formula.

23.4 Corresponding escalation / de-escalation of rates shall be regulated by following formula:

R1	=	X – Y ----- Rs. per KM, KMPK	Where,
X	=	Revised new price of CNG in Rs. Per Kg in Delhi	
Y	=	Price of CNG in Rs. Per Kg in Delhi as on date of opening bid.	
R1	=	Escalation/de-escalation factor in Rs. Per Km	
KMPK	=	CNG consumption in Km per Kg which shall be taken as 3 (Three) for above calculation	

24. TERMINATION FOR UNSATISFACTORY PERFORMANCE

If DGH considers that the performance of the contractor is unsatisfactory or not up to the expected standard, ONGC shall notify the contractor in writing and specify in detail the cause of such dissatisfaction. DGH shall have the option to terminate the contract by giving 30 days notice in writing to the contractor without assigning any reasons.

25. Performance Bank Guarantee

The contractor will have to provide a performance bank guarantee of 7.5% (7.5 percent) of the total contract value as per the specified performa within 15 days from the award of contract, failing which the award of contract may be cancelled.

26. Default in Contracted Service:

- (a) In case the AC bus does not report for duty, a penalty of Rs. 6000/- per day per bus will be levied,
- (b) In case Helper/Cleaner is not available in the bus throughout its up & down journey, a penalty of Rs. 500.00 will be levied for each day,
- (c) In case the AC bus reports late for duty by one hour, a penalty of Rs. 1000/- per occasion will be levied,
- (e) In case the AC bus is not cleaned, a fine of Rs.200 /- per occasion per bus will be imposed,
- (e) In case AC is not working satisfactorily, a fine of Rs. 1000/- per occasion per bus will be imposed,
- (f) In case any of the items viz., curtains upholstery, seat-covers and headrest covers are dirty, worn out, a fine of Rs. 1000 /- per occasion per bus will be imposed,
- (g) In case Driver or/ and Conductor does / do not has/have proper requisite uniform, a fine of Rs. 1000/ per occasion per bus will be imposed,

(g) In case mobile is not provided to the driver by the contractor or if it is not in working condition, a deduction of Rs.100/-shall be made for each occasion,

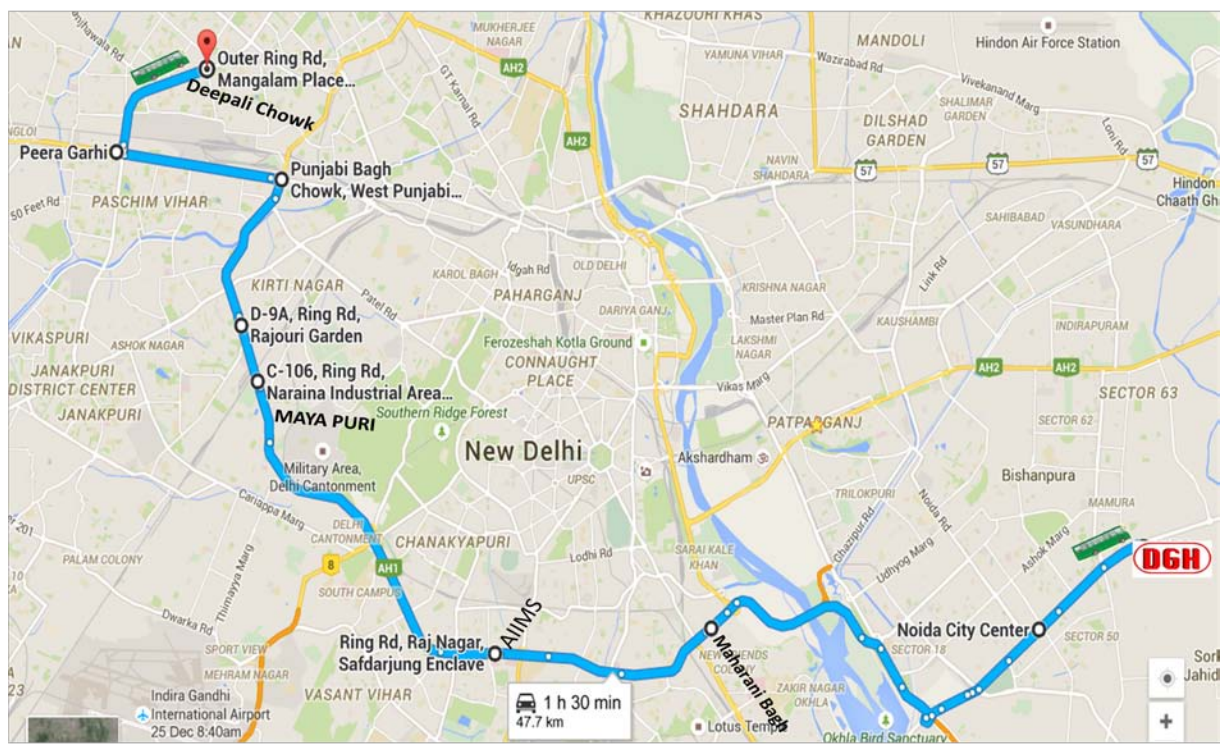
(i) In case, Mosquito repellents and Fresheners are not provided, a deduction of Rs. 300/- per bus shall be made on each occasion,

(k) In case of any kind of leakage of rain water in the bus, a penalty of Rs. 1000/- per occasion per bus will be imposed,

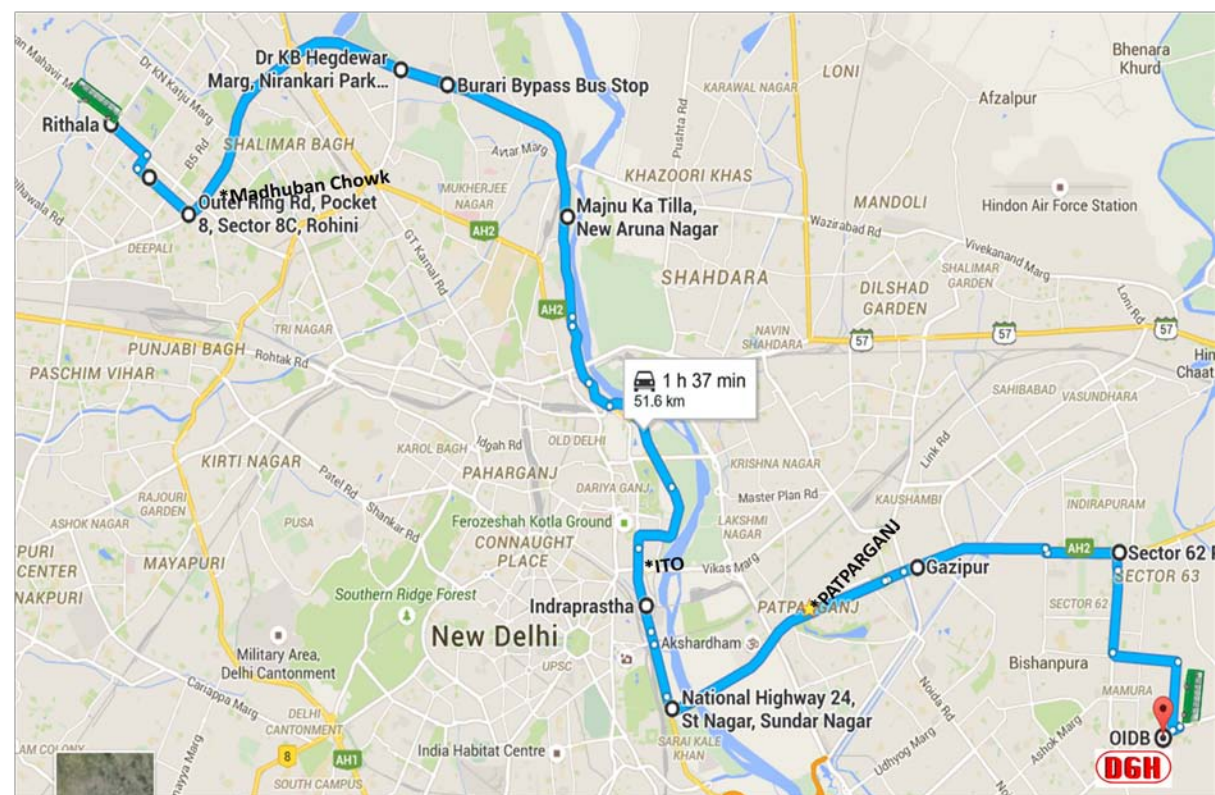
DGH will designate one **Coordinator** per Bus for determining the penalty and his/her decision will be final.

Appendix-I to Annexure-IV : Tentative Bus Route

PROPOSED ROUTE NO. - 1 (DEEPALI CHOWK TO DGH OFFICE, OIDB BHAWAN NOIDA)



PROPOSED ROUTE NO. - 2 (RITHALA METRO STATION, TO DGH OFFICE, OIDB BHAWAN NOIDA)



Price Bid Format

Sl. No.	Details	Rate per day per CNG AC bus (A)	Total for Two AC Buses per Day. $B = 2 \times (A)$
1.	Providing CNG fuelled AC bus Service for DGH, as per the Route Maps, Scope of Work and Special Terms & Conditions, and all other Terms & Conditions of the tender.		
2	Applicable Service Tax Rate @_____		
3	Total including Service Tax		

Note:

1. Payment will be made to the contractor on a monthly basis as per actual.
2. Service tax will be paid extra as applicable.
3. The CNG AC buses should be made available on all the working days of DGH.
4. Above charges are included of Toll, Chungi and other miscellaneous Statutory Charges.
5. Present committed requirement is for two CNG AC buses only.
6. Bidder agrees for DGH reserving the right to hire more CNG AC buses as and when required basis on same rates terms and conditions.
7. Bidder agrees for DGH reserving the right to re-route pickup and drop points on account of increase of manpower for additional/new routes during the currency of the contract.