

## **INVITATION FOR BID**

(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Procurement of IT Consumables for Marginal Field Policy Bidding Round** under Two Bid System from the known firms whose names are as mentioned under:

1. M/s. A. B. International, Delhi
2. M/s. Libra Sales Enterprises, Delhi
3. M/s Global Infocare, Noida
4. M/s Newage Computers, Delhi
5. M/s City Circuit, Noida
6. M/s Shri Jagdamba Computers, Delhi
7. M/s Shiva Enterprises (I), Delhi
8. M/s Alpha Solutions, Delhi
9. M/s Netfusion Solutions, Noida
10. M/s. INS e Solutions Ltd, Delhi
11. M/s. NCCF, Delhi
12. M/s. Kendriya Bhandar, Ghaziabad
13. M/s Kritee Enterprises, Delhi.

However, Bid Document may also be issued to those firms who meet the under mentioned pre-qualification criteria (PQC). The written request from such firm should, however, be received (preferably by fax or in person) within **21.12.2015** by the HoD (MM), DGH, OIDB Bhawan, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) to issue the bid document. Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

### **PRE QUALIFICATION CRITERIA (PQC):**

“Bidder must have successfully completed orders for Supply of IT Consumables of the total value of ₹200,000.00 (Rupees Two Lakhs) in the last one year in not more than 5 orders. One year period will be counted as one year prior to originally scheduled tender closing date of present tender.”

**DIRECTORATE GENERAL OF HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS**

**GOVERNMENT OF INDIA**

**NOIDA**



DGH/MM/MF/HD/PD/026/2015-16/ENQ-019

**TENDER DOCUMENT**

**FOR**

**Procurement of IT Consumables for Marginal Field Policy**

**Bidding Round**

**Bid Closing time & date: 1400 Hrs (IST) on 21/12/2015**

**Bid Opening time & date: 1500 Hrs (IST) on 21/12/2015**

## **FORWARDING LETTER**

To,

Date: 30.11.2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Sub: Procurement of IT Consumables for Marginal Field Policy bidding Round.**

Dear Sir,

1. DGH invites you to submit your lowest bid under two bid system for our above referred requirement as per General Terms & Conditions vide **Annexure-I**, Technical Specifications Cum Price Format enclosed vide **Annexure-II & Annexure -III** including all attachments thereto.
2. Please arrange to send your bid in a sealed envelope containing both technical bid and commercial/price bid each in a sealed envelope and marked explicitly, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

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

3. Type of Bid: Two Bid System
4. Bid Closing date & time: 21.12.2015 at 14-00 hrs. (IST)
5. Technical Bid Opening date & time: 21.12.2015 at 15-00 hrs. (IST)
6. Commercial Bid Opening Date: Will be intimated to the eligible bidders
7. Validity of Offer: Your bid should be valid for a period of **60** days.
8. Delivery: On door delivery within **15 days** of Purchase Orders. DGH will not arrange for collection of material in any condition.
9. Payment Terms: Payment will be made within 30 days of receipt of invoices.
10. Bid Security: ₹ 14,000
11. Performance Security: 7.5 % of the Purchase order value.

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

Thanking you,

Yours faithfully

(Ankit Gupta)  
EE-M (MM)  
For Directorate General of Hydrocarbons

**General Terms & Conditions**

**1.0 Transferability of Bid Documents:**

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

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

**2.0 Bid Price:**

- 2.1 Bidders should offer firm prices. No increase in price on or any score whatsoever shall be entertained by DGH.
- 2.2 Prices should be quoted as per format mentioned in **Annexure-II** and should include all charges like basic price and freight, taxes & duties etc.
- 2.3 Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.
- 2.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 2.5 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, DGH shall avail such discount at the time of placement of order.

**3.0 Taxes & Duties:**

- 3.1 Offer should be inclusive of all taxes & duties.
- 3.2 All taxes, duties and other levies for the services including installation/commissioning, Training etc. where applicable, shall be to the Bidder/Seller's account

**4.0 Delivery:**

Door Delivery at DGH's office, Noida within **15 days** of purchase Orders. DGH will not arrange any conveyance for collection of material in any condition. The delivery date will be counted from the date of receipt of the individual release orders issued against the rate contract by the successful bidder.

- 5.0 Bid Security:** 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 **5.8**.
- 5.1 Bidders registered with DGS&D, National Small Industries Corporation (NSIC) or the Ministry of Petroleum & Natural Gas are exempted from payment of Bid Security. Respective certificate should be enclosed by the bidder to avail the exemption.
- 5.2 All the bids except as stated at 5.1 must be accompanied by Bid Security for the amount as mentioned above and shall be in any one of the following forms:
- (a) A Bank Guarantee in the prescribed format vide **Proforma-A**: Bank Guarantee issued from any Nationalized / scheduled Bank in India only will be accepted. The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents. 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) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.
- 5.3 Any bid not secured in accordance with sub-clause **5.2** above shall be rejected by the DGH as non-responsive.
- 5.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.
- 5.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 5.6 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 **11.0** below is furnished.
- 5.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 5.8 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,
- or
- (b) If a successful Bidder fails to furnish Performance Security within 15 days of letter of award of Contract or before the expiry of Bid Security (unless extended), whichever is earlier.

## **6.0 Submission of Bids/Sealing and marking of bids:**

6.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in duplicate (one Original and one copy).

6.2 The Bidder shall seal the original and copy of the bid duly marking as "ORIGINAL" and "COPY".

6.3 The cover containing the Technical Bid (Original + copy) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Bid Document No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

6.4 The cover containing the Commercial Bid (Original + copy) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No. 2 Commercial bid
- (ii) Bid Document No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

6.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".

- (i) Bid Document No. \_\_\_\_\_.
- (ii) Bid closing date \_\_\_\_\_.
- (iii) Bidder's name \_\_\_\_\_.

6.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in clause **5.0** should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

6.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document.

6.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. DGH shall not be responsible for any postal delay/transit loss.

6.9 Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with Scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.

6.10 Incomplete bids would be summarily rejected by DGH.

## **7.0 Deadline for Submission of Bids:**

- 7.1 Bids must be received at the office of the Directorate General of Hydrocarbons at Noida, UP (India) by the Bid Closing Date & time mentioned in the Tender document.
- 7.2 Timely delivery of the bid at the above address is the responsibility of the bidder.

### **8.0 Opening of Bids:**

- 8.1 Bidder or their authorized representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, an authorization letter from the bidder must be produced to the Bid Opening Officer at the time of opening of bids. Unless this letter is presented, the representative will not be allowed to attend the bid opening.
- 8.2 In case of any unscheduled holiday on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

### **9.0 Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)**

- 9.1 The bid shall conform generally to technical specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the Technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- 9.2 Bidder must have successfully completed orders for Supply of IT Consumables of the total value of ₹ 2,00,000.00 (Rupees Two Lakhs) in the last one year in not more than 5 orders. One year period will be counted as one year prior to originally scheduled tender closing date of present tender.
- 9.3 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 9.4 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- 9.5 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

- 9.6 Bidders must quote clearly and strictly in accordance with the **“Price Format”** of bidding document; otherwise the bid will be summarily rejected.
- 9.7 Bids without original Bid Security as per **Para 5.0** (wherever called for) and confirmation regarding submission of requisite Performance Security as per **Para 11.0** (wherever called for) shall be rejected. Bid Security is to be obtained from the bidders except those who registered with the Central Purchase Organization, National Small Industries Corporation (NISC) or the concerned Ministry or Department.
- 9.8 Bidder must accept and comply with the following clauses as given in the Bid Document in to failing which offer will be rejected –
- (i) Performance Guarantee Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Liquidated damage cum penalty clause
  - (vi) Termination Clause
- 9.9 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:
- (i) Price evaluation and comparison will be made on “Total Cost including Taxes & Duties” basis for Annexure-I. Bidders are to quote for all items. If any item is not quoted for by the bidder, highest received bid for the same item would be loaded for comparison purpose. However, if such bid gets accepted for contract after such loading, the lowest received bid would be used for the missing quote, in the contract.
- (ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 9.10 **Documents:** Bidder is required to submit following documents duly attested failing which the bid is liable to be rejected.
- (a) Documentary proof in respect of **9.2** above in the form of copies of respective contracts, 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.

#### **10.0 DGH's Right to accept or reject any or all Bids.**

- 10.1 DGH reserves the right to accept / reject or prefer any bid either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for DGH's action. DGH also reserves the right to split the order between two or more parties.

#### **11.0 Performance Security:**

- 11.1 The successful bidder shall furnish the Performance Security as per **Proforma B** within 15 days of the receipt of Letter of Award / order failing which DGH reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**
- 11.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 11.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 11.4 The Bank Guarantee will have to be given from the nationalized scheduled banks on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 11.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:
- (a) Full Address
  - (b) Branch Code
  - (c) Code Nos. of the authorized signatory with full name and designation
  - (d) Phone Nos./Fax Nos./E-mail address
- 11.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 11.7 The Bank Guarantee shall be enforceable at Delhi.

- 11.8 Performance Security shall be valid for 15 months from the date of delivery / commissioning whichever is later. The validity requirement of Performance Security specified in the order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 11.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 11.10 Performance Security amount will not accrue any interest.

## **12.0 Warranty / Guarantee:**

- 12.1 Goods or materials to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 1 (one) year from the date of commissioning/receipt (where commissioning is not involved) against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by DGH to the Seller shall be replaced immediately by the Seller on "Door Delivery at DGH Office at Noida" basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

## **13.0 Default in delivery / Liquidated damages:**

- 13.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.
- 13.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.

## **14.0 Default:**

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

## **15.0 Termination :**

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

## **16.0 Force Majeure:**

- 16.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 16.2 The term "force majeure" as used herein shall mean 'Acts of God' including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the Seller's undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

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

## **18.0 PURCHASE PREFERENCE:**

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

Yours faithfully

(Ankit Gupta)  
EE-M (MM)

For Directorate General of Hydrocarbons

**Annexure-II**

**PRICE FORMAT**

<b>Sl. No.</b>	<b>Items</b>	<b>Qty.</b>	<b>Brand/Model</b>	<b>Unit price</b>	<b>Total (₹)</b>
<b>1.</b>	Hard Disk (USB 3.0 External HDD) of 500 GB, as per specification detailed in Annexure -III Item no. 1	50 Nos.			
<b>2.</b>	16 GB Pen Drive (USB 3.0 Flash Drive), as per specification detailed in Annexure -III Item no.2	1000 Nos.			
<b>3.</b>	Taxes if any				
	<b>Total Amount in Rs</b>				

**Note:**

1. Please quote prices inclusive of all taxes. Also state the details and tax rates included in above rates.
2. DGH reserves the right to accept/reject any offer in full/part or increase /decrease the quantity without assigning any reason whatsoever.
3. Delivery: On door delivery within **15 days** of purchase Orders. DGH will not arrange any conveyance for collection of material in any condition.
4. Payment Terms: Payment will be made within 30 days of receipt of invoices and successful completion of the delivery of the ordered goods and services.

**Technical specifications of the items to be procured**

**1. Item:** USB 3.0 External HDD

**Quantity:** 50 numbers.

**Make:** Following brands are acceptable:

1. Seagate
2. WD
3. HP
4. SanDisk
5. Transcend
6. Kingston

**Capacity:** 500GB each.

**Printing:** on each USB 3.0 External HDD following should be printed (with legible, neat in contrast color background) appropriate readable font size **“Marginal Field Round 2016-Government of India”**.

**2. Item:** USB 3.0 Flash Drive

**Quantity:** 1000 numbers.

**Make:** Following brands are acceptable:

1. HP
2. SanDisk
3. Transcend
4. Kingston

**Capacity:** 16GB each

**Printing:** on each USB Flash drives following should be printed (with legible, neat in contrast color background) appropriate readable font size **“Marginal Field Round 2016-Government of India”**

**PROFORMA OF BANK GUARANTEE FOR BID BOND**

(To be submitted on a non-judicial stamp paper)

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,

Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at OIDB Bhavan, 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 Housekeeping Services and M/s \_\_\_\_\_ having its Head/Registered Office at \_\_\_\_\_ (hereinafter called the "Tenderer"/ "bidder" which expressions 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 No. \_\_\_\_\_ and tenderer/bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Indian Rs. .... (in figures) (Indian Rs. .... (in words) only for the due performance to tenderer's / bidder's obligations as contained in the terms of the Tender Documents 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 the DGH any money or all money payable by the Tenderer /bidder to the extent of Indian Rs. .... (in figures) (Indian Rs. .... (in words) 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 notwithstanding any disputes or differences raised/ pending before any forum between bidder and the DGH.

3. The bank confirms that this guarantee has been issued with due observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent 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 thirty 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 / herein above our liability under this guarantee is limited to Indian Rs. .... (in figures) (Indian Rs. .... (in words) only and it shall remain in force until (indicate the date of expiry of the bank guarantee) unless extended further. We must receive any claim/s under this Guarantee before the said expiry/ extended date/s and if no such claim/s has been received by us within the said date/ extended date/s, rights of DGH under this Guarantee will cease. However, if we have received such a claim within the said date or the extended date/s the rights of DGH under this Guarantee shall be valid and subsisting and will not cease until we have satisfied the said claim/s.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 \_\_\_\_\_ at \_\_\_\_\_.

**WITNESS No. 1**

\_\_\_\_\_  
(Signature)

Full name and official address  
(in legible letters)

\_\_\_\_\_  
(Signature)

Full Name, designation &  
official Address (in legible  
letters) with Bank Stamp

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Date : \_\_\_\_\_

**WITNESS No. 2**

\_\_\_\_\_  
(Signature)

Full name and official address  
(in legible letters)

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_

Bank Guarantee No

Dated

To,

Directorate General of Hydrocarbons  
OIDB Bhawan, Plot No.2, Sector 73,  
Noida- 201301, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, Plot No.2, Sector 73, Noida- 201301, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs. (in figures) \_\_\_\_\_ (Rupees. (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and



conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this .....day of .....20\_\_ at .....

**WITNESS NO. 1**

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

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

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

**WITNESS NO. 2**

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