



**DIRECTORATE GENERAL OF HYDROCARBONS**  
**(Ministry of Petroleum & Natural Gas)**  
**OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.**  
**Fax: +91-0120-247- 2049 Phone: +91-0120-247- 2000**

**Notice Inviting Tender (National under Two Bidding System)**

Directorate General of Hydrocarbons (DGH) invites Competitive Bidding from experienced Contractors for the following Services:

Tender No	Description of Item	Tender Fee	Sale/Downloading Period	Bid Closing Date & time
DGH/MM/Admn/Cont. Serv./039/2015-16/ENQ-025	Contractual Services for DGH Office-Skilled, Semi Skilled and Unskilled for the period of three years.	₹1000/-	19/02/2016 to 10/03/2016	10/03/2016 at 14:00 Hrs

Prospective bidders should download the Complete Tender Documents from DGH's web site [www.dghindia.org/tendernew.aspx](http://www.dghindia.org/tendernew.aspx) or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The tender can be purchased by the interested parties from the office of HOD (MM), DGH on submission of a written application along with tender fee the form of Demand Draft / Banker's Cheque in favour of "Directorate General of Hydrocarbons" payable at New Delhi. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may visit the same regularly till the bid submission date.

**DIRECTORATE GENERAL OF HYDROCARBONS  
MINISTRY OF PETROLEUM & NATURAL GAS  
GOVERNMENT OF INDIA  
NOIDA**

TENDER NO. : DGH/MM/Admn/Cont. Serv./039/2015-  
16/ENQ-025

**MM-12018(24)/1/2016-DGH**

TENDER DOCUMENT  
FOR  
CONTRACTUAL SERVICES FOR DGH OFFICE

**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  
Of Hydrocarbons (DGH),OIDB  
Bhawan,Sector-73,Noida**

**No. DGH/MM/Admn/Cont. Serv./039/2015-16/ENQ-25**

**Date:18/02/2016**

To,

**FORWARDING LETTER FOR INVITATION TO BID**

**Sub : Contractual Services for DGH Office-Skilled, Semiskilled and Unskilled**

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders in duplicate for Contractual Services for DGH Office

The salient features of the tender are:

1.	Tender No.	:	DGH/MM/Admn/Cont. Serv./039/2015-16/ENQ-025
2.	Type of Bid	:	Two Bid System (Technical Bid & Commercial Bid)
3.	Bid Closing Time & Date	:	1400 Hrs. (IST) on 10/03/2016
4.	Place of Submission	:	<b>Director General Of Hydrocarbons (DGH),OIDB Bhawan, Tower A, Plot No. 2,Sector-73,Noida,UP.</b>
5.	Bid Opening Time, Date & Place	:	(a) Technical bid 1500 Hrs. (IST) 10/03/2016 on the same address as above.  (b) Price bid Opening time and date shall be intimated to technically qualified bidders.
6.	Bid validity	:	90 days from bid closing date.
7.	Amount of Bid Bond (original Bid Bond to be enclosed with the Technical Bid only)	:	₹ 6,70,000.00  Bid Bond in the form of a Bank Guarantee

			to be valid up to 45 days beyond the final bid validity period.
8.	Tender Fee		` 1000 in form of demand draft.
9.	Amount of Performance Bank Guarantee to be submitted only by the Successful Bidder.	:	7.5% of the annualized average Contract value (which is approx. ` 3,35,16,480.00 per annum) to be submitted within 21 days of submitting the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 60 days beyond the date stipulated for completion of the contract.
10.	Signing of Contract	:	Contract is to be signed within 28 days of date of issue of LOI.
11.	Duration of the Contract	:	3 Years.
12.	Pre Bid Conference :		29.02.2016 11:00 AM at DGH Office at OADB Bhawan Sector 73 Noida UP.

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

- Annexure-I - Instructions to the Bidders.
- Annexure-II - General Terms & Conditions of Contract
- Annexure-III - Scope of Work & Special Terms & Conditions
- Annexure-IV(a,b,c) - List of Persons required
- Annexure-V - Commercial Bid
- Annexure-VI - Bid Evaluation Criteria (BEC)
- Annexure-VII - Compliance Statement
- Annexure-VIII(A) - Check List
- Annexure-VIII(B) - Bid Evaluation Matrix.
- Annexure-IX - Performance of Bank Guarantee for Bid Bond
- Annexure-X - Performance Bond Form
- Annexure-XI - Format for Technical Bid (on letter head)

You are invited to submit your bid against the above tender.

Thanking you,

**Yours faithfully**

**(Sanjeev Nanda)  
HOD (MM)**

**Encl: As above**

**For Directorate General of Hydrocarbons**

**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 and 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 15 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.

- 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 true certified 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 Compliance statement at Annexure-VII 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 include in their price bid 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 Annexure-IX, 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 **45 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 as 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 Format as per Annexure-V shall be submitted along with the technical bid.

**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 Bhawan, Tower A, Plot No.2.**  
**Sec-73, Noida, U.P. India.**

**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 Annexure-VII.

## **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.
- 13.2** Must have registration with Provident Fund and ESI authorities.

## **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.

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

**1.1** 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.
- (g) "DGH Personnel" mean the personnel to be provided by the DGH.

**2.0 EFFECTIVE DATE AND DURATION OF CONTRACT**

**2.1** The contract shall become effective from date mentioned in LOA.

**2.2** The total duration of the Contract is firm 3 Years.

**2.3** The terms and conditions shall continue during the currency of the contract.

**3.0 SCOPE OF WORK**

**3.1** The scope of work is for providing Contractual Services at DGH Office, list is given at Annexure III attached herein.

**4.0 LIABILITY**

**4.1** 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.

- 4.2** 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.

## **5.0 SECRECY OF CONTRACT DOCUMENT**

- 5.1** 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.
- 5.2** 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.

## **6.0 PERFORMANCE BANK GUARANTEE**

- 6.1** Within 21 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 annualized contract value** as per the format provided in Annexure-X. 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.
- 6.2** 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, the DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.
- 6.3** 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.
- 6.4** The Performance Bond will be duly discharged by the 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.

## **7.0 FORCE MAJEURE**

- 7.1** 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.
- 7.2** 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*.
- 7.3** 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.
- 7.4** 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.
- 7.5** Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 7.6** 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.
- 7.7** 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.

## **8.0 TERMINATION**

### **8.1 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.

### **8.2 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 7.7 hereinabove.

### **8.3 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.

### **8.4 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.

### **8.5 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.

### **8.6 Termination due to delay:**

Beside others, DGH can terminate the contract if the deployment is not made as per the period mentioned in LOI.

### **8.7 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.

**8.8** 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.

**8.9** 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.

**8.10** 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 8.9 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, other charges if provided for in the contract as per the contract up to termination.

**8.11** 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.

## **9.0 INDEMNIFICATION**

**9.1** 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.

**9.2** 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.

## **10.0 ARBITRATION**

- 10.1** 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.
- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 10.6** The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 10.7** 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.
- 10.8** 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.

## **11.0 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.

## **12.0 TAXES AND LEVIES**

**12.1** 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.

**12.2** The quoted price shall include all the applicable taxes and Income Tax, levies, duties etc. shall be borne by the Contractor, (except Service Tax which will be paid extra by DGH as applicable).

**12.3** 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.

## **13.0 CONFIDENTIALITY OF INFORMATION**

All data obtained by Contractor from the 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.

## **14.0 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.

## **15.0 NOTICES**

Any notice given by one party to other pursuant to the contract shall be sent by telegram, telex, cable or 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:

**HOD(MM)**  
**Directorate General of Hydrocarbons**  
**OIDB Bhawan; Tower A, Plot No. 2, Sector-73;**  
**NOIDA-201301, UP, Noida**  
**Fax No: +91)-120-2472049**

**Contractor's Address**

.....  
.....  
.....

**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**

**SCOPE OF SERVICES:**

1. The contractor shall provide qualified & suitable working hands for various jobs / services as outlined in Annexure-IV. The quantum of job requirement may vary and accordingly contractor may be called upon to increase / decrease the working hands by giving 15 days notice.
2. **Mode of payment**
  - 2.1 Keeping in view the number of working hands engaged by the Contractor everyday in different categories the Contractor will ensure that the payment is made by 7<sup>th</sup> day of every month for the previous month to all categories of working hands.
  - 2.2 DGH will make payment against that invoice within 15 days of receipt.
  - 2.3 Contractor will be required to submit the PF-ECR stamped by the designated Bank, along with a print of the digitally signed PDF Sheet of the ECR, as a proof of payment, each month along with the monthly bill. Similarly such proof for ESI should also be attached if applicable.
  - 2.4 The contractor will submit the duly notarized copy of all Insurance Policies indicating the list of his Employees for whom he has taken the insurance cover as outlined in Price Schedule Format Annexure V(A)
3. In case of any lapse on the part of the contractor or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible. The total working hours for each Contractual staff will be 8 hours a day. In case services are required for more than 8 hours over time shall be paid to them by the contractor and same shall be reimbursed by DGH as per DGH prescribed rates.
4. **CONTRACTOR'S RESPONSIBILITIES**
  - 4.1 The contractor will ensure to comply with legal provisions related to this Contract. In case of misconduct etc, and report against any of the contractual staff, the contractor shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in DGH again without written consent of the authorized officer or officer-in-charge.
  - 4.2 The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of DGH by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to DGH.

- 4.3 The work force deployed by the contractor will exclusively be on contractor's pay roll.
- 4.4 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep the DGH and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- 4.5 The Contractor shall be responsible to pay on account of ESI,PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services. The Contractor shall on demand by DGH submit documentary evidence to this effect.
- 4.6 The contractor alone shall take disciplinary action against any worker/staff engaged by him.
- 4.7 Contractor has to provide Online PF A/c No of each contractual employee for online viewing of PF Account.
- 4.8 ESI Smart Card to be issued to individual employee within one month of signing of the contract.
- 4.9 Copy of Quarterly/Monthly report for PF, ESI or any other statutory authority compliances must be submitted regularly to DGH.
- 4.10 Valid Labour- License must be submitted to DGH within one month of signing of the contract.
- 4.11 Liquidity Damages @2.5% of Bill value is the agreed rate for non compliance and non submission of PF Challans and related payments for statutory compliances.
- 4.12 Annual compliance to disbursement of Bonus as prevailing guidelines will be required to be submitted along with the bill.

## **5. CONTRACTOR'S OBLIGATIONS.**

- 5.1 The contractor, if so require, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to the DGH. The Contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act1970. The Contractor employing 20 (twenty) or more number of workmen on any day of the preceding 12 months required to obtain requisite license at his cost from the appropriate licensing office/ Officers before undertaking any contract work under that Contractor Labour Regulation & Abolition Act. 1970.

The Contract hereby undertake to indemnify the DGH against all claims which may arise under the noted acts:

- a) The Shops and Establishment Act.
- b) The workman's compensation Act.
- c) The payment of Wages Act.
- d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
- e) Family Pension Scheme.
- f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
- g) Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.

The Contractor shall disburse payment to his personnel on actual basis as per U.P. shops & Establishment Act and subsequent amendments as notified by U.P. Govt.

- 5.2 The provisions of the Employees Provident Fund for miscellaneous provisions act 1952, are to be strictly compiled by the contractor for providing the contract services to DGH under the contract.
- 5.3 The Contractor shall ensure strict compliance with provisions of various laws mentioned in para (5.1 & 5.2) above.
- 5.4 The Contractor shall provide, as and when required by the DGH, records/ documents to the DGH for its verification of disbursement made for services rendered.
- 5.5 Contract should deposit service tax regularly and submit the receipt of the same DGH for verification.
- 5.6 Contractor shall submit any other documentary evidence as & when called by the DGH in connection with this Contract.
- 5.7 The contractor shall be, solely responsible for the disciplinary action to be taken against any persons deployed against the contract.
- 5.8 The contractor shall be responsible to sign all leave applications and certificates for the persons deployed.
- 5.9 Contractor shall maintain attendance register of the persons deployed.

## **6. DGH'RESPONSIBILITY / RIGHT**

- 6.1 The liability of DGH will be limited only to the payment of amount for providing the required services.
- 6.2 DGH will not retain any control for direct supervision of the contracted services

## **7. DURATION OF THE CONTRACT**

The contract will be effective for firm three years from date of Letter of award (or otherwise any other date confirmed by DGH whichever is later).

## **8. PLACE OF OPERATION**

Noida/Delhi NCR- Office locations will be specified by DGH at the time of deployment.

## **9. Rates of Payment:**

9.1 The contractor will pay compensation to its contract workers/staff under the said contract as agreed by DGH.

The EPF and ESI etc. will be deposited by the contractor in Govt. account and DGH shall reimburse the employers contribution to the contractor as per applicable act.

The contractor will be paid a service charge at the quoted and accepted rate of the contractor excluding of service tax. Service tax will be paid separately as applicable at the time of release of payment.

9.2 During the currency of the contract, contractor has to ensure compliance of Minimum Wages guidelines of applicable statutory Bodies / State Government/ Gol.

## **10. TAXES/LEVIES**

10.1 Any kind of taxes, levies including Service Tax imposed by the appropriate Govt., shall be payable by the contractor.

10.2 Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.

## **11. OTHER TERMS AND CONDITIONS**

The Contractor must maintain an office at Delhi NCR with landline telephone facility and nominate a contact person who shall be available immediately for complying with any emergency.

## **12. PENALTY**

Contractor has to make payment to contractual worker by 7<sup>th</sup> day of the month or within 3 days of receipt of attendance whichever is later.

- i) In case contractor fails to make payment as above, deduction of 1% per day of service charge (subject to maximum of 10% of service charge) of the month will be made.
- ii) Incase contractor does not give replacement for persons or replace person whom DGH has asked, the deduction of upto 3% of service charge for the month can be made.

### **13. WITHHOLDING OF PAYMENT**

In order to protect DGH, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

For non-completion of contracted work to DGH's satisfaction.

Contractor's indebtedness arising out of execution of the Contract.

Failure of the Contractor to pay or provide for the payment of salaries/ wages, P.F, ESI contributions, taxes or enforced savings with-held from wages etc.

All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

Any failure by the Contractor to fully reimburse the DGH under of indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue of which DGH may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which indebtedness shall remain unpaid, with-hold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

### **14. Withholding will also be effected on account of the following:**

- i) Garnishee order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by the DGH in the event of Contractor's failure to adhere to such laws.

## Brief description of Services

List of Jobs required under unskilled, semi-skilled and skilled category.

First Year						
S.No.	Category	Approved revised wages (Rs.)	Present number of contractual hands for providing services	Envisaged number of contractual persons as per new contract for 1st Year	Financial liability for New Contract (Per Month) (Rs.)	Financial liability for 1st Year (Per Annum) (Rs.)
	A	B	C	D	E (B x D)	F (E x 12 months)
Total			106	115	2552800	30633600

## Brief description of Services

List of Jobs required under unskilled, semi-skilled and skilled category

<u>Second Year</u>						
S.No.	Category	Approved revised wages (Rs.)	Fixed annual increase in monthly wages	Envisaged number of contractual persons as per new contract for 2nd Year	Financial liability (Per Month) (Rs.)	Financial liability after 1st increment for 2nd Year (Per Annum) (Rs.)
	A	B	C	D	E (B + C x D)	F (E x 12 months)
<b>Total</b>				<b>121</b>	<b>2767220</b>	<b>33206640</b>



## Brief description of Services

## List of Jobs required under unskilled, semi-skilled and skilled category

Third Year						
S.No.	Category	Approved revised wages (Rs.)	Fixed annual increase in monthly wages	Envisaged number of contractual staff as per person contract for 3rd Year	Financial liability (Per Month) (Rs.)	Financial liability after 2nd increment for 3rd Year (Per Annum) (Rs.)
	A	B	C	D	E (B + C + C x D)	F (E x 12 months)
<b>Total</b>				<b>130</b>	<b>3059100</b>	<b>36709200</b>

**Remark:**

- i) Bonus is payable @ minimum rates of 8.33% of annual wages subject to a ceiling of Rs3500/- (unless revised) per financial year
- ii) The increment as given in Column C will be given w.e.f 1<sup>st</sup> April every year.
- iii) Contractor will provide replacement of persons, if required, to ensure continuity of services.
- iv) Conveyance allowance to be paid for performing duty beyond 1800 Hrs or during closed holidays due to exigency of work as per prescribed rates by DGH
- v) Other statutory requirement like PF, Bonus, Overtime charges (if payable) and service taxes are on actual basis.

Price Format/Commercial

Rate of Service Charge to be paid in percentage of Wage Bill (the quote should not be less than 05.00% and should be upto one decimal place only):

For Quoting in figures use following Boxes:

—	—	.	—	0	%
---	---	---	---	---	---

Quote by filling the above blank spaces provided above lines in three boxes only. The quote needs to be written upto one decimal place only viz. 10.30% or 07.90% or 05.00%

For quote in words

\_\_\_\_\_ Percent (of the Wage Bill only and this percentage should not be less than 5%).

Note:

(1) Please tick only in Technical Part of the bid and give undertaking that you are quoting within the prescribed limits as specified in Note 2 below. Give your Quoted Percentage strictly in the Price Bid Part in separate sealed envelope subscribed with "PRICE BID for Tender No DGH/MM/Admn/Cont. Serv./039/2015-16/ENQ-025

(2) Bidder Service Charge (Commission)\* should not be less than 5% and on the component of wages only. Income Tax shall be deducted at source as per rules and TDS will be issued. \* This will include mandatory manpower insurance as per the Annexure V (A). Prevailing Service Tax will be extra paid by DGH as applicable at the time of payment.

(3) Offers evaluated as per BEC given in annexure VI. The Lowest among acceptable offers will be considered for award of job.

(4) Evaluation of bids: Bids techno-commercially acceptable the lowest of offer in % as per this Annexure will be considered for award of job i.e., offer having lowest quoted service charges will be identified as L1.

The inter se ranking given among the techno-commercially acceptable bidders prior to Price Bid opening will be used for tie breaking and bidders in tie for L1 position with better ranking will be considered for award of job. The ranking involves two factors i.e.

- (i) total Value of all same kind of running contracts as on 31/01/2016 (weightage 60%) and
- (ii) Experience in number of months. (40% weightage).

Each factor will be marked on relative marking basis. For details please refer Annexure XI.

Following example illustrates ranking method:

Acceptable Bids	Experience in No. of months as on 31/01/2016.  (Nos)	Relative marking (By assigning 10 highest marks to highest experienced bidder and proportionately giving marks to others)	Weightage of 40%  (A)	Total value of all running contracts as on 31/01/2016 for providing same kind of services.  (Rs. Lakhs)	Relative marking (By assigning 10 highest marks to highest value and proportionately giving marks to others)	Weightage of 60%  (B)	Total  A+B	<b>RANK</b>
A	120	10	<b>4</b>	15	10	<b>6</b>	10	<b>1</b>
B	48	4	<b>1.6</b>	12	8	<b>4.8</b>	6.4	<b>2</b>
C	60	5	<b>2</b>	3	2	<b>1.2</b>	3.2	<b>3</b>
D	36	3	<b>1.2</b>	2	1.33	<b>0.798</b>	1.998	<b>4</b>

## **Annexure-V(A)**

DGH has discussed with representative of M/s The New India Assurance Co. Ltd. and accordingly inform all bidders to be advised that they have to bear the cost of insurance out of the quoted Service Charges by them in Price Schedule at Annexure V for availing following essential insurances for the manpower deployed for DGH along with cost of personal care by contractor during event of an emergency:

### **A Group Personal Accident Insurance Cover**

Sum Assured for each employee: Rupees Ten Lakh

Area Covered: Anywhere in the world (24X7)

Risk Covered: Death, Permanent Total Disablement and Temporary Total Disablement.

**And**

### **B Group Mediclaim Insurance Policy.**

Sum Assured for each employee: Rupees One Lakh

Area Covered: Anywhere in India (24X7)

Coverage: Basic Cover with Pre existing disease since day one.

Waiting Period: Nil

Cashless facility: Available anywhere in India (24X7).

**And**

**C** In case of any medical emergency of his employees in the course of their work at DGH, the contractor is responsible to take care and co-ordinate to provide all care and assistance to his employees at his own expenses.

**BID EVALUATION CRITERIA/BID REJECTION CRITERIA**

**BID REJECTION CRITERIA (BRC)**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/deviations. If exceptions /deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and shall be out rightly rejected.

Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications/details indicated in the bid documents, duly supported with necessary documents wherever required. Incomplete and non-conforming bids will be rejected outright.

1.0 Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:

- a) Arbitration clause.
- b) Tax liability clause.
- c) LD/ penalty clause
- d) Termination clause.
- e) Performance Guarantee Clause
- f) Force Majeure Clause.

2.0 Offers of following kinds will be rejected:

- (a) Offers made without Bid Bond /Bank Guarantee/Earnest money along with the offer
- (b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- (c) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- (d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- (e) Offers which do not conform to DGH's price bid format.
- (f) Offers which do not confirm to the contract period indicated in the bid.
- (g) Proof of sale of the Bid document/Submission of Tender Fee with instrument/draft prior to bid sale closing date.

**3.0 Eligibility criteria for the bidder:-**

Bids needs to be submitted with documentary proof for the following essential eligibility criteria without which it will be out rightly rejected.

(i) Bidder should submit a duly certified copy from CA that (a)its average annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2012-13,2013-14 and 2014-15), should be at least Rs. 1.0 Crore and (b) its net worth is positive (as per latest audited annual accounts).

(ii) Bidder should have the current ongoing experience of at least three years from the date of bid closing date of doing same kind of services and should submit contract papers supporting the same.

(iii) Experience of having successfully competed same kind of works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:

(a) Three same kind of completed contracts not less than the amount equal to Rs 134 Lakhs.

**Or**

(b) Two same kind of completed contracts costing not less than the amount equal to Rs168 Lakhs.

**Or**

(c) One same kind of completed contracts costing not less than the amount equal to Rs 268 Lakhs.

**Same Kind of Services:** includes providing contractual services for office jobs. Documentary proof must be submitted in support of the experience by way of purchase order/work order/contract document along with completion certificate from the organization to whom such services have been rendered.

(iv) The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.

v) Bidder is required to furnish Present and Permanent address along with proof of addresses.

vi) Documents pertaining to legal constitution of the firm as detailed addendum to BEC-“Documents required.”

vii) One dedicated supervisor from amongst the existing contracted employees of the contractor at no additional payment. His detailed credentials to be submitted to DGH.

**4.0** Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but without any % on Annexure V ie “the quote % of service charge” shall be left blanked out. However a tick mark ( ✓ ) shall be provided against this blank space to indicate that there is a quote against this

item in the Priced Commercial bid. The Price bid shall contain only the Quoted % duly filled in as per the price bid format given in Annexure V.

Offers with techno commercial bid containing prices shall be rejected outright.

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. (Please quote "percentage of service charges" in separate sealed envelope as given in Annexure V and mark **PRICE BID** on this envelop)

If any of the clauses in BRC contradict with other clauses of the tender elsewhere than the clause in the BRC shall prevail.

5.0 Service Charges (Bidder Commission) Bidder should not quote below 5%. Bid will be outrightly rejected for deviating from this factor even after opening of price bid. Bidder to give undertaking in techno-commercial bid (Technical Bid) that they have quoted Service Charges as per the prescribed limit.

#### **BID EVALUATION CRITERIA (BEC)**

Evaluation of bids: Bids techno-commercially acceptable the lowest of offer in % as per Annexure V will be considered for award of job i.e., offer having lowest quoted service charges will be identified as L1.

The inter se ranking given among the techno-commercially acceptable bidders prior to Price Bid opening will be used for tie breaking and bidders in tie for L1 position with better ranking will be considered for award of job. The ranking involves two factors i.e. Total Value of running contracts as on 31/01/2016 for providing same kind of contracts (weightage 60%) and Experience in number of months (40% weightage). Each factor will be marked on relative marking basis. For details please refer Annexure XI

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

## **DOCUMENTS REQUIRED-(ADDENDEUM TO BEC)**

A. Documents pertaining to legal constitution of the firm:

1.0 The bidders are required to furnish the composition and status of ownership of the firm in those name tender documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.

1.0(1) In case of Sole proprietorship Firms:- Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Services Tax and Central Excise Registration Certificate.

1.0(2) In Case of HUF:- Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family arrangement Indicating there in the name, residential address, Email and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise registration Certificate.

1.0(3) In case of Partnership Firm:- Copies of Telephone/Electricity/ Mobile Bill, PAN, latest Income Tax return indicating therein the name, residential address, E-mail and telephone numbers of the partners (including the Managing Partner), registered partnership agreement/deed and copies of service Tax and Central Excise Registration Certificate.

1.0(4) In case of Co-Operative Societies:- Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certification from Registrar of Co-Operative Societies and copies of Services Tax and Central Excise Registration Certificate.

1.0(5) In case of Societies registered under the Societies Registration Act. Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certification from Registrar of Co-Operative Societies and copies of Services Tax and Central Excise Registration Certificate.

1.0(6) In case of Joint Stock Companies registered under Indian Companies Act.:- Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Services Tax and Central Excise Registration Certificate.

1.0(7) In case of Trusts registered under Trust Act.:- Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies of Services Tax and Central Excise Registration Certificate.



**B. Certified copies of pertaining to eligibility criterion:**

**B.1** Documents pertaining to Bidders experience certified copy that its average annual financial turnover during the last three years ending 31st March of the previous financial year, should be at least Rs. 1.0 Crore

**B.2** Documentary proof must be submitted in support of the experience by way of purchase order/work order/contract document along with completion certificate from the organization to whom such services have been rendered regarding that the bidder is having experience of having successfully competed similar works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:

(a) Three similar completed contracts not less than the amount equal to Rs 134 Lakhs.

**Or**

(b) Two similar completed contracts costing not less than the amount equal to Rs168 Lakhs.

**Or**

(c) One similar competed contracts costing not less than the amount equal to Rs 268 Lakhs.

**B.3** The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.

**B.4** Document pertaining to Present and Permanent address along with proof of addresses.

**B.5** Documents pertaining to legal constitution of the firm as detailed addendum to BEC-"Documents required."

**B.6** Document pertaining to detailed credentials of one dedicated supervisor amongst the existing contracted employees of the contractor at no additional payment to DGH-with name resumes giving details of his present and permanent address along with proof of ID.

**B.7** Duly certified copy of documents pertaining to Tie Breaking Method explained in Bid Evaluation Criterion:

(a) Experience in No. of months as on 31/01/2016

(b) Total value of all running contracts as on 31/01/2016 for providing similar kind of services.

**B.8** Furnish all information and related supporting documents as per Annexure-XI.

**COMPLIANCE STATEMENT \***

Date .....

Tender Enquiry No. DGH/MM/Admn/Cont. Serv./039/2015-16/ENQ-025

To,  
**The Directorate General of Hydrocarbons**  
**OIDB Bhawan;Sector-73;**  
**NOIDA-201301**

Sirs,

Having examined the Bidding Documents including Annexures, the receipt of which is hereby duly acknowledged, I / We, the undersigned, offer to undertake the contractual services for carrying out jobs under skilled, semiskilled and unskilled category for the period of three years in conformity with the said Bidding Documents for the sum/s as may be ascertained in accordance with the schedule of prices attached with the Price Bid.

I / We undertake, if my/our bid is accepted, to commence the services with effect from the date of receipt LOA from DGH.

If my/our bid is accepted, I/We hereby undertake to submit within 21 days of the date of issuance of the said LOI / Award of Contract, a bank guarantee for 7.5% of the annualized contract value for the execution of the contract.

I / We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain in force and shall be binding upon us and may be accepted at any time before the expiry of the said prescribed period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us and we shall not be entitled to any modification or any additional rights not conferred in the documents referred to herein above.

I / We understand that you are not bound to accept the lowest bid or any bid you may receive and hereby undertake not to contest the same before any forum.

Dated this ..... day of .....2016.

.....  
(Signature)

.....  
(in the capacity of)

Duly Authorized to sign bid for and on behalf of .....

\* To be submitted with Technical Bid.

**CHECK LIST\***

Please Tick (✓) compliance (Yes/No) for the following:		<u>Yes</u>	<u>No</u>
(i)	The Technical & Commercial Bids are as per tender document		
(ii)	General & Special Terms & Conditions will be followed		
(iii)	Scope of work will be totally covered		
(iv)	Prices have been quoted against each of the items of the Price Format in the price bid as per given guidelines		
(v)	"Price quoted/not quoted" has been indicated in the blank Price Format provided with the Technical Bid		
(vi)	Bid Bond is enclosed with the Technical Bid		
(vii)	Documentary evidence showing 3 Years experience (Copy of Contracts awarded) has been provided		
(viii)	Income tax certificate Enclosed		
(ix)	Copy of Registration with Provident Fund and ESI authorities Enclosed.		
(x)	Deviation from the tender document? If any, please indicate in separate sheet.		
(xi)	Duly certified copies of documents pertaining to Tie Breaking Method		
(xii)	Office in Delhi NCR with Landline No. and Name of Contact Person.		
(xiii)	Duly signed and stamped on each page after taking out print out of tender document along with all notifications, amendment, clarifications, DGH reply to bidders etc. (if any) published on dghindia.org and CPPP portal.		

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

## ANNEXURE –VIII (B)

### BEC MATRIX

(Please review Bid Document before submission and mark every Bid Evaluation Criterion Clause with Compliance/Agreed or Non Compliance/Not agreed. Also enclose necessary documents and write reference Sr. No. of your bid document where

Sl. No.	Details of BEC Clause	Confirm Compliance of BEC Clauses by appropriately ticking.	Supporting document	Documents at Sr. No. of Bid document
1.	<b>BID REJECTION CRITERIA</b> Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations. If exceptions /deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and shall be out rightly rejected. Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications/details indicated in the bid documents, duly supported with necessary documents wherever required. Incomplete and non-conforming bids will be rejected outright.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	a) Arbitration clause.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	b)Tax liability clause.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	c)LD/ penalty clause	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	d)Termination clause.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	e)Performance Guarantee Clause	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	f)Force Majeure Clause.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
2.	Offers of following kinds will be rejected:	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(a)Offers made without Bid Bond /Bank	Complied/ Not	Enclosed/Not	

	Guarantee/Earnest money along with the offer	Complied Agreed/ Not Agreed	Enclosed	
	(b)Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(c)Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(d)Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(e)Offers which do not conform to DGH's price bid format.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(f)Offers which do not confirm to the contract period indicated in the bid.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(g)Proof of sale of the Bid document/Submission of Tender Fee with instrument/draft prior to bid sale closing date.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.</b>	<b>Eligibility criteria for the bidder:-</b> Bids needs to be submitted with documentary proof for the following essential eligibility criteria without which it will be out rightly rejected. Bidder should submit a duly certified copy from CA that (a)its average annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2012-13,2013-14 and 2014-15), should be at least Rs. 1.0 Crore and (b) its net worth is positive (as per latest audited annual accounts).	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(ii) Bidder should have the current ongoing experience of at least three years from the date of bid closing date of doing same kind of services and should submit contract papers supporting the same.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(iii)Experience of having successfully competed same kind of works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(a) Three same kind of completed contracts not less than the amount equal to Rs 134 Lakhs..	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(b)Two same kind of completed	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	

	contracts costing not less than the amount equal to Rs168 Lakhs.			
	(c)One same kind of completed contracts costing not less than the amount equal to Rs 268 Lakhs. Same kind of services includes providing contractual services for office job. Documentary proof must be submitted in support of the experience by way of purchase order/work order/contract document along with completion certificate from the organization to whom such services have been rendered	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	(iv) The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	v) Bidder is required to furnish Present and Permanent address along with proof of addresses.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	vi) Documents pertaining to legal constitution of the firm as detailed addendum to BEC- "Documents required."	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
	vii) One dedicated supervisor from amongst the existing contracted employees of the contractor at no additional payment. His detailed credentials to be submitted to DGH.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
4.	Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but without any % on Annexure V ie "the quote % of service charge" shall be left blanked out. However a tick mark ( <input checked="" type="checkbox"/> ) shall be provided against this blank space to indicate that there is a quote against this item in the Priced Commercial bid. The Price bid shall contain only the Quoted % duly filled in as per the price bid format given in Annexure V. Offers with techno commercial bid containing prices shall be rejected outright. 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.(Please quote "percentage of service charges" in separate sealed envelope as given in Annexure V and mark <b>PRICE BID</b> on this envelop) If any of the clauses in BRC contradict with	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	

	other clauses of the tender elsewhere than the clause in the BRC shall prevail.			
5.	Service Charges (Bidder Commission) Bidder should not quote below 5% and this should be on the component of wage rates quoted in the Price Bid. Bid will be out rightly rejected for deviating from this factor even after opening of price bid. Bidder to give undertaking in techno-commercial bid (Technical Bid) that they have quoted Service Charges (bidder commission) within the prescribed limit.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
6.	You have noted the content of Annexure V(A) and then only quoted the service charges in Annexure V and have agreed to bear the cost of Insurance(A Group Personal Accident Insurance Cover and B Group Mediclaim Insurance Policy)along with having accepted the responsibility specified at point C ie "In the course of employment any medical emergency the contractor is responsible to take care and co-ordinate to provide all care and assistance to his employees on his own expenses."			
	<b>BID EVALUATION CRITERIA (BEC)</b> Evaluation of bids: Bids techno-commercially acceptable the lowest of offer in % as per Annexure V will be considered for award of job i.e., offer having lowest quoted service charges will be identified as L1. The inter se ranking given among the techno-commercially acceptable bidders prior to Price Bid opening will be used for tie breaking and bidders in tie for L1 position with better ranking will be considered for award of job. The ranking involves two factors Total Value of all running contracts as on 31.01.2016 for providing similar contracts (weightage 60%) and Experience in number of months. (40% weightage). Each factor will be marked on relative marking basis. For details please refer Annexure XI	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	

**Signature of Authorised Signatory.**

**PROFORMA OF BANK GUARANTEE FOR BID BOND**

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

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

**Directorate General of Hydrocarbons,**

OIDB Bhawan; Tower-A, Plot No.2,

Sector-73

NOIDA-201301

Sirs,

1. Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector -73, NOIDA-201301 (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 to undertake the contractual services for carrying out jobs under skilled, semiskilled and unskilled category for the period of three years 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, administrator, 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 the BG has been issued.
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 \_\_\_\_\_ 2016 \_\_\_\_\_ 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)

**BANK GUARANTEE FORM**

(To be submitted on non-judicial stamp paper)  
PERFORMANCE GUARANTEE

Ref. No.

\_\_\_\_\_

Bank Guarantee No.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_

To

**Directorate General of Hydrocarbons**

OIDB Bhawan; Tower-A, Plot No. 2, Sector-73;

NOIDA-201301

INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at OIDB, Sector-73, NOIDA-201301 (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.
2. 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 context 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 Indian Rs. .... (in figures) (Indian Rs. .... (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.

3. 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.
4. 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.
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 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.
6. 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.
7. 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.
8. The Bank hereby also agrees that this guarantee shall be governed by and construed in accordance with Indian Laws and shall be subject to the exclusive

jurisdiction of the competent Indian Courts within whose jurisdiction the BG has been issued.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs..... (in figures) (Indian Rs. .... (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 \_\_\_\_\_ 2016 \_\_\_\_\_ 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)

Full Name and Official address  
(in legible letters)

**Format for Technical Bid (on letter head)**

Sl. No.	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)		
1.	Name and address of firm/agency with complete contract details			
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)			
3.	Name and Address of the directors proprietor/partners			
4.	Year of formation of the company/ experience as a Labour supplier agency.(Documentary proof to be submitted – certification of incorporation etc.)	<b>Specify Experience (in no of months) as on 31/01/2016_____</b>		
5.	Details of registration.	<b>R. No.</b>	<b>Copy enclosed : Y/N Valid: Y/N</b>	
6.	Total number of employees of the firm		<b>Copy enclosed : Y/N</b>	
7.	Income tax return for the last three financial years (attach copies)	<b>Copy enclosed : Y/N</b>		
8.	Total turnover the agency during last three financial years (attach copies)	<b>Copy enclosed : Y/N</b>		
9.	Details of registration with statutory authorities like EPF and ESIC, etc. (attach copies)	PF Registration No. Valid as on day	Y/N Y/N	Copy enclosed : Y/N
		ESI Registration No. Valid as on day	Y/N Y/N	Copy enclosed : Y/N
10.	(a) Service tax number/Certificate	No.		Copy enclosed: Y/N
	(b) PAN Number	No.		Copy enclosed: Y/N
11.	Details of Tender Document Fee	DD No.	Date:	
	Details of Earnest Money	DD No.	Date:	
13.	Any other information			

**List of Major Clients, including Govt. Organization/ Academic Institutions.**

Sl. No.	Name of Client with contract details.	Category/Nature of Workers supplies	Ongoing contract Yes/No	Period for which supplied	Value of Running Contracts as on 31/01/2016. (fill the next column if nature of job includes different jobs also)	Value of relevant experience if nature to contract has other kind of jobs also.*
1)						
2)						
3)						
4)						
5)						
6)						

**Copies of relevant documents are to be enclosed in support of above information  
Turnover during the last three years**

Sl. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed/ Not Enclosed
1.	2014-15		Y/N
2.	2013-14		Y/N
3.	2012-13		Y/N

As per BEC the inter se ranking given among the techno-commercially acceptable bidders prior to the Price Bid Opening will be used for tie breaking. Bidders with better ranking will be awarded the job in case of tie at L1 position during evaluation process.

The above details are therefore required to be submitted with validated documentary proof. Validated information furnished in the bid for "Total Value of all running contracts as on 31.3.2012 for providing same kind of services" will be used with weightage of 60% and information regarding "Experience in no of months as on 31/01/2016" with weightage of 40% will be used. Each factor will be marked on relative marking basis and will be subjected to weightage and added for combined ranking.(Refer example for illustration.). These ranks will be made objectively based on the input received from various acceptable bidders and will be done during technical evaluation. Bidders will be conveyed the ranks in the communication prior to Price Bid Opening. The

ranking will not be reviewed once the Price Bids have been opened and the pre-disclosed methodology will be binding on all the bidders. For illustrations refer page no 26 .

During evaluation and ranking the decision will be taken on the basis of documents submitted by the bidder at the time of bidding. Kindly be informed that the evaluation committee will refer following pre disclosed guidelines

- (a) Only documents furnished with the bid will be given cognizance. No subsequent submissions clarifications will be permitted and entertained for reviewing the ranking.
- (b) Bidder should take care for submitting the relevant document related to each contract for identifying its value for the relevant same kind of contract experience for the contract duration. The associated documents shall have explicit content written on it for co relating them to submitted contract with sufficient details. In absence of clarity such submission will not be treated for consideration for evaluation and award of ranking.
- (c) Services of drivers, Transport Services, Security Services, Housekeeping Service among the other non-related activities would not be considered.
- (d) Wherever the unit rate contracts are submitted please ensure submission of details of execution of each line items with quantity and corresponding contract value .Unit rate contracts or any other contracts without identifiable details for value and duration will not be entertained for evaluation .

Signature of Authorised Signatory