

	<p><b>DIRECTORATE GENERAL OF HYDROCARBONS</b>  (Ministry of Petroleum &amp; Natural Gas)  OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.  Phone: +91-0120-247- 2000 Email:mm@dghindia.gov.in</p>
---	---

**INVITATION FOR BID**  
(Indigenous Limited Tender)

Bid Document No.: MM-12018(12)/3/2016-DGH/ENQ-039

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Hiring of Ex showroom condition, 2016 model Maruti Suzuki Ciaz Car Zxi Model Petrol variant (white color) monthly basis** for a committed contract period of one year only(this is subject to bidder giving commitment to extend the contract on yearly basis for two more years on requirement and performance basis whereas DGH reserves right not to extend the contract on account of requirement review and performance feedback) for DG DGH office, OIDB Noida under Single Bid System from the known indigenous prospective service providers whose names are as mentioned under :

1. M/s. K.D Taxi Services, New Delhi.
2. M/s Harjeet Tour & Travels, New Delhi.
3. M/s Charu Travels.
4. M/s Sharma Transport.
5. M/s Mukesh Bhatt Tours & Travels.

Further, tender documents will be hosted on DGH website and CPPP for transparency and facilitating the above bidders to down load the tender document along with tentative work. Bid document downloaded from DGH Website and CPPP is only for immediate and general information.

Any other prospective bidder who is willing to participate in this tender can approach HOD (MM) or HOD(Admn) DGH office with formal request along with necessary documents to certify and establish that those firms meet the under mentioned pre-qualification criteria (PQC). The request from such prospective bidders should, however, be received (preferably by fax or in person) 25/05/2016 by the HOD(Admn.), Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India to issue the bid document .

**PRE QUALIFICATION CRITERIA (PQC):**

1. The bidder should have similar experience of five years from closing/opening date of the tender document.
2. The bidder should have at least two running contracts for at least one vehicle in categories of Ciaz/Innova/Duster/SX-4 for two different bonafide clients.

\*\*\*\*\*

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039

**DIRECTORATE GENERAL OF HYDROCARBONS**  
**(Under the Ministry of Petroleum & Natural Gas)**  
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301

**MATERIALS MANAGEMENT**  
**Tel:** (+91)-120-2472000  
**Fax:** (+91)-120-2472049  
**E-mail:** [mm@dghindia.gov.in](mailto:mm@dghindia.gov.in)  
**Website:** [www.dghindia.org](http://www.dghindia.org)

**FORWARDING LETTER**

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Serial No. :

**BID DOCUMENT NO. MM-12018(12)/3/2016-DGH**

**Subject: Hiring of Ex-showroom condition, 2016 model Maruti Suzuki Ciaz Car ZXI Model Petrol variant (white color) for DG DGH Office OIDB Bhawan Noida.**

Dear Sir,

**1.0** The Directorate General of Hydrocarbons (DGH) is a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas. Objectives of DGH are to promote sound management of the oil and natural gas resources having a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.

**2.0** In connection with its operations, DGH invites Domestic Competitive Bids from competent and experienced Agencies for providing the above mentioned services. One complete set of bid document covering DGH's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

Bid Document No.	:	MM-12018(12)/3/2016-DGH/ENQ-039
Type of Bid:	:	Single Bid System
Bid Closing date & Time	:	27/05/2016 at 14-00 hrs.(IST)
Technical Bid Opening date & time	:	27/05/2016 at 15-00 hrs.(IST)
Bid Submission Place:	:	Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida
Bid Validity	:	60 days
Bid Opening Place	:	Office of the HoD (MM) Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida
Amount of Bid Security	:	Rs. 16,500/- In case of DD should be payable at New Delhi in favor of Directorate General of

**BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039**

		Hydrocarbons.
Amount of Performance Guarantee	:	7.5 % of the contract value.
Quantum of Liquidated Damage	:	1/2% of contract cost for per week for Default in Timely Completion or a part thereof subject to maximum of 7.5 %.
Bids are to be addressed to:	:	HoD (MM) Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida.

Bidders who have been issued the Bid Documents by DGH only will be allowed to participate in the tender.

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

Thanking you,

Yours faithfully,

**HOD (MM)**  
**For Director General of Hydrocarbons**

## I N D E X

Sl. No	Description	
1	Instruction to Bidders	Part 1
2	Bid Rejection Criteria / Bid Evaluation Criteria	Part 2
3	General Conditions of Contract	Part 3 / Section I
4	Terms of Reference / Scope of Work	Part 3 / Section II
5	Special Conditions of Contract	Part 3 / Section III
6	Schedule of Rates	Part 3 / Section IV
7	Proforma of Letter of Authority	Part 4 / Pro forma A
8	Bid Form	Part 4 / Pro forma B
9	Statement of Compliance with respect to BRC	Part 4 / Pro forma C
10	Statement of Non-Compliance (Excepting BRC)	Part 4 / Pro forma D
11	Form of Bid Security (Bank Guarantee)	Part 4 / Pro forma E
12	Form of Performance Bank Guarantee	Part 4 / Pro forma F
13	Agreement Form	Part 4 / Pro forma G

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

**1.0** Bidder shall bear all costs associated with the preparation, submission of bid and Presentation on Technical Bid. Director General of Hydrocarbons, hereinafter referred to as DGH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. BID DOCUMENTS**

**2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Documents. This bid document includes the following:

- (a) Forwarding letter
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Scope of Work/Terms of Reference,(Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Proforma of Letter of Authority,(Proforma-A)
- (i) Bid Form, (Proforma-B)
- (j) Statement of Compliance with respect to BRC, (Proforma-C)
- (k) Statement of Non-Compliance (Excepting BRC), (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

#### **3.0 AMENDMENT OF BID DOCUMENTS:**

3.1 At any time prior to the deadline for submission of bids, the DGH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by the issuance of an Addendum.

3.2 The Addendum will be hoisted on DGH's website and also will be sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents from DGH. However, all bidders are advised to visit DGH website periodically to update themselves about modifications to the Bid, if any, in order to submit their offer accordingly.

3.3 DGH may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

## **B. PREPARATION OF BIDS**

**4.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

**5.0 DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:

### **(A) TECHNICAL BID**

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause **10.0**.
- (iii) Bid Security furnished in accordance with clause **11.0**.
- (iv) Letter of Authority as per **Pro forma A**.
- (v) Statement of Compliance with respect to BRC as per **Proforma- C**
- (vi) Statement of Non-compliance as per **Proforma- D**
- (vii) Any other document as required as per the Bid Document.

### **(B) COMMERCIAL/PRICE BID**

- (i) Bid Form as per **Proforma-B**.
- (ii) Price-Bid Format as per **Section IV**

**6.0 BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

## **7.0 PRE-BID CONFERENCE: (NOT APPLICABLE IN THIS CASE)**

~~7.1 In order to avoid clarification/confirmation after opening of bids, a Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with DGH with regard to various tender provisions/tender specifications, before the bids are submitted. In case, due to the points/doubts raised by the prospective bidders, any specific term & condition (which is not a part of "General Conditions of the Contract") needs to be modified, then the same will be considered for modification.~~

~~7.2 After pre bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.~~

~~7.3 Bidders should depute their authorised representative who should be competent to take on the spot decisions.~~

**8.0 PRESENTATION ON TECHNICAL BID:** (Not applicable)~~Bidders meeting the qualifying criteria under I will be required to give a power point presentation to the Technical Evaluation Committee of DGH after opening of the Technical Bids for further evaluation as per II of BRC/BEC. The dates for presentation will be intimated to the bidders in due course. All costs associated with this presentation will be borne by the bidder.~~

**9.0 BID PRICE:**

9.1 Unit prices must be quoted by the bidders, both in words and in figures.

9.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

9.3 All duties and taxes including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**9.4 Service Tax:**

9.4.1 The Bidder will have to bear all Service tax liability, as applicable.

9.4.2 The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

9.4.3 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

9.4.4 In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. DGH will not entertain any future claim in respect of Service Tax against such offers.

9.4.5 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

a) DGH will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

9.4.6 The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an

undertaking should be furnished for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **Part - 2**.

**11.0 BID SECURITY:** Not applicable.

**12.0 PERIOD OF VALIDITY OF BIDS:**

12.1 Bids shall remain **valid for 60** days after the date of bid opening prescribed by the DGH.

12.2 In exceptional circumstances, the DGH may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para **11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**13.0 FORMAT AND SIGNING OF BID:**

13.1 The Bidder shall prepare two copies of the bid clearly marking original "ORIGINAL BID" and copy "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

13.2 The original and the copy of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per **Proforma-A**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

13.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

**C. SUBMISSION OF BIDS**

**14.0 SEALING AND MARKING OF BIDS:**

14.1 The tender is being processed according to a single stage - single bid procedure. Offers should be submitted in duplicate (one Original and one copy).

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

14.3 The cover containing the 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.\_\_\_\_\_.

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039



- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

14.4 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered.

14.5 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-C & D**. This should be enclosed with the technical bid.

14.6 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.

14.7 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.

**15.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the DGH at the address and time specified in the "Forwarding Letter".

**16.0 LATE BIDS:** Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.

**17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause **14.0**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**18.0 BID OPENING AND EVALUATION:**

18.1 DGH will open the Bids, including submission made pursuant to clause **17.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to

attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause **17.0** shall not be opened. DGH will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

18.3 At bid opening, DGH will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the DGH may consider appropriate.

18.4 DGH shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause **18.3**.

18.5 To assist in the examination, evaluation and comparison of bids, DGH may at its discretion, may ask the Bidder for clarifications of its bid and technical presentations. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

18.6 Prior to the detailed evaluation, DGH will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent with the bidding documents, DGH's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. DGH's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.7 A Bid determined as not substantially responsive will be rejected by DGH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.8 DGH may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **19.0 COMMERCIAL/PRICED BIDS:**

19.1 DGH will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**20.0 EVALUATION AND COMPARISON OF BIDS:** The DGH will evaluate and compare the bids as per **Part-2** of the bidding documents.

**21.0 PURCHASE PREFERENCE:**

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

**22.0 CONTACTING THE DGH:**

22.1 Except as otherwise provided in Clause **18.0** above, no Bidder shall contact DGH on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by DGH vide sub-clause **18.5**.

22.2 An effort by a Bidder to influence the DGH in the DGH's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT**

**23.0 AWARD CRITERIA:**

23.1 DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**24.0 DGH'S RIGHT TO ACCEPT OR REJECT ANY BID:** DGH reserves the right to accept or reject any or all bids and to 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, or bidders or any obligation to inform the affected bidder of the grounds for DGH's action.

**25.0 NOTIFICATION OF AWARD:**

25.1 Prior to the expiry of the period of bid validity or extended validity ,the DGH will notify the successful Bidder(s) in writing by registered letter or by cable or telex or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for empanelment / award of job as the case may be.

25.2 The notification of award of job will constitute the formation of the Contract.

25.3 Upon the successful Bidder's (for award of job under Part B of the Bid Document) furnishing of Performance Security pursuant to clause **27.0** the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **11.0** hereinabove.

## **26.0 SIGNING OF CONTRACT:**

26.1 At the same time as the DGH notifies the successful Bidder for Part B of the Bid Document that its Bid has been accepted, the DGH will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

26.2 Within **21** days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

## **27.0 PERFORMANCE SECURITY:**

27.1 Within **10** days of receipt of notification of award of Job from the DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by DGH to Contractor awarding the contract as per **Proforma-F** and must be in the form of Bank Guarantee (BG) from any Nationalized / Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

27.2 The performance security specified above must be valid for Eight months to cover the warranty obligations indicated in clause **6.0** of **Section-I** hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

27.3 The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

27.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

27.5 Failure of the successful Bidder to comply with the requirements of clause **26.0** or **27.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event DGH may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**END OF PART - 1**

## **PART - 2**

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

#### **I. TECHNICAL REJECTION CRITERIA (BRC):**

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

- 1.0 Bids from unsolicited bidders will be out rightly rejected.
- 2.0 Only bonafied firms to whom the formal tender has been issued by the DGH are eligible to participate.

#### **II. COMMERCIAL REJECTION CRITERIA**

**The following vital commercial conditions should be strictly complied with, failing which the bid will be liable for rejection:**

##### **1.0 Proof of the issue of bid document along with techno-commercial bid.**

1.1 The forwarding letter, in original, as a proof of issue of the tender document duly signed by tender issuing officer, must be sent by the bidder along with the offer.

2.0 Bid should be submitted in Single Bid system. The Priced bid should be as per the price bid format.

##### **3.0 Acceptance of terms & conditions:**

The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at Part-3 (Section-I) and Instruction to Bidders at Part-I by attaching a copy of the tender document duly signed by the bidder on all the pages.

##### **4.0 Offers of following kinds will be rejected:**

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- b) Offers which do not confirm unconditional validity of **60 Days** of the bid as indicated in the "Forwarding Letter for Invitation to Bid".
- c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d) Offers which do not conform to DGH's price bid format.
- e) Offers which do not confirm to the contract period indicated in the bid.
- f) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors

involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

- g) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.

**5.0** Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

#### **C. Price Evaluation Criteria**

(i) **Evaluation of bids:** - The price comparison of bids will be done on the basis of **TOTAL COST** including taxes & duties, packing & forwarding charges etc, as per the Price Format.(Refer instructions in price format)

(ii) Total price shall be inclusive of Custom Duty, Excise Duty, VAT/Work Contract Tax (Central or State), if any, in addition to any other statutory levies along with Transportation and Insurance charges etc. Service Tax as applicable will be paid extra by DGH (Contractor is responsible for Service Tax matters like deposit, rate etc.).

(iii) 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.

#### **D. General:**

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

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.

3. On-site inspection will be carried out by DGH's officers / representative /Third Parties at the discretion of the DGH.

***END OF PART – 2***

## **PART - 3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means agreement entered into between DGH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "**DGH**" means the Directorate General of Hydrocarbons
- (e) "**Contractor**" means the Contractor performing the work under this Contract.
- (f) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor to provide services as per the contract.
- (g) "**DGH's Personnel**" means the personnel to be provided by DGH or DGH's Contractor (other than the Contractor executing the Contract). The representatives of DGH are also included in the DGH's personnel.

##### **2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **DATE OF COMMENCEMENT OF CONTRACT:** As per Section II (Special Terms & Conditions)

2.3 **DURATION OF CONTRACT:** As per Section II (Special Terms & Conditions).

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (**Section - II**) in most competent manner both technically & systematically and also in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

**4.0 GENERAL OBLIGATIONS OF DGH:** DGH shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of DGH by the terms of the contract.

## **5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

2.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. The replacement key personnel must have the requisite qualification and experience as per Terms of Reference (**Section-II**) and shall submit their credentials along with their recent photographs to Company for approval of Company.

2.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.



2.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

## **6.0 WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

6.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

## **7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 Contractor shall not, without DGH's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of DGH in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

7.2 Contractor shall not, without DGH's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of DGH and shall be returned (in all copies) to DGH on completion of Contractor's performance under the Contract if so required by DGH. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the DGH's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

## **8.0 TAXES:**

8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

8.3 The Contractor shall furnish to the DGH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the DGH with the necessary documents, as asked for by the DGH and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to DGH within 6 months of the expiry of the tenure of the contract or such extended time as the DGH may allow in this regard.

8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the DGH shall not assume any responsibility on this account.

8.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.

#### **8.9 Service Tax:**

8.9.1 All Service tax matters it will be contractor liability viz., its deposit, rate etc.

8.9.2 DGH will make the Service Tax payment as applicable to the contractor extra at the time of payment.

#### **9.0 INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per DGH's request in which case additional cost shall be to Contractor's account.

9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.5 Contractor shall furnish to DGH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the DGH will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the DGH about the coverage prior to the commencement of agreements with its sub-Contractors.

9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the DGH.

#### **10.0 CHANGES:**

10.1 During the performance of the work, DGH may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the DGH.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to DGH, Contractor shall submit to DGH an estimate of the amount of

such compensation or credit in a form prescribed by DGH. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### **11.0 FORCE MAJEURE:**

11.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

#### **12.0 TERMINATION:**

12.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

(b) For Force Majeure reasons as per **clause 11.0** and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

(d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

12.2 In the event of termination of contract under Clause **12.1(d)** above, Company will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination.

12.3 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

### **13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

### **14.0 NOTICES:**

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :

#### **Company**

##### **a) For Contractual Matters**

Mr. Sanjeev Nanda  
HoD (MM)  
Directorate General of Hydrocarbons  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, Noida -201 301. India.  
Tel No. +91 120 2472000  
Fax No. +91 120 2472049  
Email: mm@dghindia.org

##### **b) For Technical Matters**

Mr. Shiladitya Bhattacharjee  
HoD (Admn. & HR)  
Directorate General of Hydrocarbons  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, Noida -201 301. India.  
Tel No. +91 120 2472000  
Fax No. +91 120 2472049

##### **c) Contractor**

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

E Mail id:

Fax No. :

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **15.0 SUBCONTRACTING / ASSIGNMENT :**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject

to DGH's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

#### **16.0 MISCELLANEOUS PROVISIONS:**

16.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep DGH indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

#### **17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND / OR COMPLETION OF WORKS AND SERVICES:**

17.1 Time is the essence of this Contract. In the event of the Contractor's default, in timely mobilization for commencement and / or in timely completion, of works or services within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and / or scheduled completion period, as the case may be.

17.2 If the Contractor fails to mobilize and commence the work / job within 15 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

**18.0 PERFORMANCE SECURITY:** The Contractor has to furnish to DGH a Bank Guarantee for 7.5% of estimated Contract value valid for 08 months towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

**19.0 ASSOCIATION OF DGH'S PERSONNEL:** DGH's personnel may be associated with the work if & where required, throughout the tenure of the contract. However, the incidental expenses like traveling, boarding / lodging cost etc of DGH personnel will be borne by DGH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide DGH with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

#### **20.0 LIABILITY:**

20.1 Except as otherwise expressly provided, neither DGH nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-

Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of DGH and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting therefrom.

20.2 Neither DGH nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of DGH and/or its servants, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless DGH from and against such liabilities and any suit, claim or expense resulting therefrom.

20.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause their underwriters to waive their right of subrogation against DGH and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

20.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against DGH and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

20.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the DGH and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. The DGH shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

20.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the DGH and/or of its Contractors or sub-Contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. DGH shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

20.7 The DGH agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-

Contractors for loss or damage to the equipment of DGH and/or its Contractors or sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

20.8 The DGH hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the DGH and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**21.0 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-Contractors.

## **22.0 INDEMNITY AGREEMENT:**

22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold DGH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.2 Except as provided hereof DGH agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of DGH's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**23.0 INDEMNITY APPLICATION:** The indemnities given herein above, whether given by DGH or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **24.0 PAYMENT & INVOICING PROCEDURE:**

24.1 DGH shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from DGH unless specifically



provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

24.2 All payments due by DGH to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.

24.3 Payment of any invoices shall not prejudice the right of DGH to question the validity of any charges therein, provided DGH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which DGH questions.

24.4 Contractor will submit 3(three) sets of all invoices to DGH address given under para **14.1** above for processing of payment.

24.5 Invoices with original supporting documents duly countersigned by the DGH's representative/ engineer wherever applicable will be submitted at the end of completion of the Project by the CONTRACTOR to DGH and payment shall be made within 30 calendar days from the date of receipt of invoice at the above office.

24.5.1 The original invoice should also accompany the following documents/details:

1) **Along with invoice:**

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

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- c) Undertaking by the contractor regarding compliance of all statutes.
- d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

24.6 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause **24.3** above.

24.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

**24.8** Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by DGH of Contractor's records, as provided herein, shall be limited to DGH's verification (i) of the accuracy of all charges made by Contractor to DGH and

(ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

**25.0 WITHHOLDING:** DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of DGH.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) 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 DGH in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of DGH to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

## **26.0 APPLICABLE LAW:**

This Contract including all matters connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in Delhi. The

Contractor including Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

**27.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the DGH and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the DGH designated representatives and its authorised employees and representatives. The Contractor shall provide the DGH's designated representatives with a daily written report, on form prescribed by the DGH showing details of operations during the preceding 24 hours requested by the DGH whenever so requested. The Contractor shall not, without DGH's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

**28.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid opening, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the DGH/ Contractor shall reimburse/pay Contractor/DGH for such additional/ reduced costs actually incurred.

**29.0 ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

**30.0 WRONG / INCORRECT /MISLEADING INFORMATION:** It must be noted that any information / statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per rules/law.

**31.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the DGH under this contract shall not impair such right, power or remedy nor shall any waiver by the DGH of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the DGH or be deemed a waiver by the DGH of any subsequent breach by the Contractor.

**END OF SECTION - I**

**&&&&&**

## **SECTION - II**

### **Terms of Reference/Scope of Work for Hiring of Ex showroom condition, 2016 model Maruti Suzuki Ciaz Car ZXI Petrol variant (white color) monthly basis**

**1.0 Services of Car and duration of contract:** Directorate General of Hydrocarbons (DGH) plans to hire Ex\_showroom condition, 2016 model Maruti Suzuki Ciaz Car ZXI Petrol variant (white color) on monthly basis for a committed contract period of one year only (this is subject to bidder giving commitment to extend the contract on yearly basis for two more years on requirement and performance basis whereas DGH reserves right not to extend the contract on account of requirement review and performance feedback) for DG DGH office, OADB Noida. The Contractor shall be required to provide services round the clock including on closed days & holidays. The original Registration Book as well as the Certificate of Comprehensive Insurance and Driver's License shall be produced at the time of inspection of cars hired on monthly basis.

1.1 The cars hired on monthly basis shall be provided on all the seven days of week. If driver is called for duty on these days, the contractor shall be paid for such working for the actual number of duty hours of driving the car inclusive of waiting charges during the continuous duty. Monthly hiring charges of cars hired on monthly basis & the extra Kms beyond 2400 Kms, if any, shall be paid to the contractor in each month. However, if the monthly mileage is less than 2400 Km in a particular month, the differential Kms shall be carried forward and adjusted in the subsequent months' mileage on quarter-to-quarter basis. However, at the end of the year, the actual Kms running of the car shall be reconciled and the contractor shall be paid for extra Kms only in the event the actual Kms are beyond 28,800 Kms in a particular year.

1.2 In cases where DGH's Officer(s) stay overnight, the driver shall be fully equipped with bedroll, sufficient POL, spare wheel and essential tool kits for overnight stay. The transporters shall bear the responsibility of the stay of the driver. DGH shall pay only for the night halt charges.

1.3 For the duty performed beyond the normal duty hours as specified in the price bid, the Contractor shall be paid only for the actual extended driving hours. The agency will ensure that this payment of extended hours working must be paid to the driver.

1.4 Contractor shall pay Fair Wages\* & allowances etc. to the driver beyond duty hours and submit proof of payment of the same along with monthly bills failing which the payment shall not be processed.

\*As per applicable statutory provisions.

## **2.0 DRIVER**

The driver of the car shall:

- a. Preferably have knowledge of Hindi, English
- b. Be neatly and properly dressed in uniform with cap/turban etc. (Colour of the uniform & cap shall be decided by the DGH after award of the work) while on duty. If on any day driver comes on duty without specified uniform, a penalty shall be imposed and recovered from the bills of the contractor or the driver

may not be taken on duty on that day. In addition to penalty of, the DGH shall have the right to make alternate arrangements at the risk & cost of the contractor.

- c. Have a valid driving license and be in possession of all relevant documents pertaining to the car, such as, Comprehensive Insurance Policy Registration Book or any other document which are specified under the Law of the Land at all the time while on duty.
- d. Have a very good knowledge of Delhi New Delhi NCR road routes, conditions of roads etc.
- e. Have required technical knowledge of the car for attending minor repair, Maintenance in emergency situation.
- f. Be responsible to keep the car always clean from inside & outside.
- g. Be well behaved, polite, co-operative and expert in driving.

The DGH reserves the right not to accept any driver on duty who does not fulfill the above requirements.

### **3.0 CONTRACTORS RESPONSIBILITIES:**

- 3.1 The contractor shall be responsible to ensure that compliance of payment of all taxes,) permits, levies etc. is done in time & have all documents complete in all respects 'from respective. authorities required for operation of the cars
- 3.2 3.2 Entry State taxes, toll tax, levies, Service tax and cess at the applicable rate etc. if any, shall be reimbursed by the DGH, against original receipts in proof of such payment. Parking charges shall be reimbursed on actual basis on production of proof/Cash receipts when the car is used for DGH purposes.
- 3.3 The contractor shall be responsible for the acts and deeds of the drivers of the vehicle. The DGH will in no way be responsible for violation of traffic rules and or other laws of the land by the driver of the car. The Contractor shall comply with all relevant rules and regulations of Motor Vehicle Act, applicable at present and as may be enforced from time to time.
- 3.4 During the contract period if the vehicle is seized or detained .or requisitioned by police/motor vehicle authority or any other authorities for whatsoever reasons that will be to the contractor's risk and cost and in the event of non-replacement of vehicle for the aforesaid reasons compensation as per clause 3.6 stipulated hereinafter is payable by the contractor if another serviceable vehicle duly approved by the Officer-in-charge is not supplied by the contractor as a replacement within 2-3 hours of such seizure or detention.
- 3.5 The contractor shall take comprehensive insurance of the car detailed for DGH's requirement. The DGH shall not be Liable for any damages, whatsoever to the Officer(s) traveling in the car and/or driver, public property and/or any third person due to any accident arising out of and in the course of deployment of contractor's car by the Owner. The contractor shall be solely

responsible for any claims by any third party and/or DGH's employees traveling in the car for any injuries caused whether by accident or otherwise. The contractor shall be required to 'indemnify the DGH from any consequences arising out of and in the course of deployment of car for DGH's duties.

- 3.6 The contractor shall be responsible to arrange an alternate car in case of breakdown of any car deputed by him, failing which the DGH shall be within its rights to make alternative arrangements by hiring another car of equivalent brand from any other source and the amount so spent, together with any other reasonable incidental charges etc. will be fully recovered from contractors' regular bills.
- 3.7 If no car is arranged or the car does not report to the authorised officers of DGH within a reasonable time of his telephonic intimation to the contractor DGH will have the option to make alternative arrangements at contractor's risk and cost without any further intimation to him.
- 3.8 In case of any complaint of non-fulfillment of any obligation under the contract, the DGH reserves the right to withhold payments due to the contractor and out of such amounts or payment of security held, if any, or the amounts likely to fall due to the contractor (but without obligation to do so) to make such payments as it may consider necessary for smooth and unhindered working.
- 3.9 The contractor shall at his own expense carry and maintain such insurance with reputable insurance companies as may be required under the law of regulation.
- 3.10 Contractor has to make his own arrangement to procure fuel, lubricants, spare parts etc. On account of this reason or on account of repair etc. if the vehicle (with the prior permission of DGH is sent to garage or petrol pump, contractor cannot claim for these empty trips. Adequate spares such as spark plug, bulbs, fan belt, spare
- 3.11 Wheel in good working condition etc. shall be kept in the vehicle at all times along-with required tools for use if necessary.
- 3.12 As & when, the car is taken for service/ repairs and maintenance jobs, the contractor shall be required to make alternate arrangement by providing excellent condition suitable replacement of the car which will be either of same model or one year below model of the same car. Such period shall not exceed more than two days.
- 3.13 The contractor shall ensure that the drivers of the cars shall maintain time schedule and ensure timely deployment of vehicle/s at the specified place.

- 3.14 The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings, the driver will be removed from service and any damage caused to such employees of DGH will be totally borne by the contractor.
- 3.15 The vehicle must not carry any person(s) other than those authorized by the DGH official using the vehicle.
- 3.16 The contractor has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, driving vehicle without brakes/defective brakes.
- 3.17 The contractor shall provide seat covers (1 set in place + 1 set in reserve) and tuner cum stereo, torch Umbrella, Mobile Charger as per, owner's requirement, rear reading light in each car hired on monthly basis in good working conditions at all the time. The seat covers should be periodically washed /changed. The contractor shall also provide fancy looking tissue papers box & tissue papers in the car. The car should always remain dent free. The colour of the car, seat covers and rear reading lights will be provided by the contractor as per the choice of DGH.
- 3.18 The contractor will provide cell phone to their drivers deployed for car hired on monthly basis to help the Executives/ users to locate and/ or give necessary instructions to the Driver in case of any urgent work or emergency. All expenses for providing cell phone including rental, operational, expenses shall be borne by the Contractor(s). The Contractor shall submit the list of phone no. & name of the driver of car hired on monthly basis to DGH.
- 3.19 Any person engaged for rendering the services by the contractor under the contract shall be the employee of the contractor for all purposes and shall have no Claim/right on DGH. The Contractor will keep DGH and its Officers indemnified against any claim/liability by any such person.
- 3.20 The contractor shall be an independent entity engaged to produce the required results and shall comply with all laws and regulations applicable in this behalf and shall also keep DGH and its officers indemnified against any breach or default.
- 3.21 Vehicle which may be offered for hire should not be owned partly or fully by any serving employee or dependent family members of the employee of DGH.
- 3.22 The driver who may be deployed to ply the vehicles hired on monthly basis will be provided with two sets of stitched uniforms and a pair of shoes during each year of the Contract by the contractor at his cost. In addition, one set of stitched winter uniform consisting of one woolen coat and woolen pant shall be provided to the drivers during the period of the contract at contractor's cost. The contractor shall provide details of drivers along with their photographs in the format enclosed to the DGH. In case of nonobservance of this condition

DGH has the right not to accept the vehicles for duties and" arrange the same from outside at the risk and cost of the Contractor. The Contractor shall make suitable arrangement for the uniform of drivers hired on day-to-day basis.

3.23 In case of any difference of opinion or dispute on any matter pertaining to this contract, the decision of the HOD Admin & HR -DGH shall be final and binding.

3.24 The contractor's driver/staff will bear the responsibility of maintaining Log book in a format prescribed by the DGH and payment of the contractor's bills will be made after verification of the log book by the concerned officer / users. No. bills will be passed if the details are not filled by the user of the car.

3.25 Cars (Ex showroom condition, 2016 Ciaz Maruti Suzuki Ciaz ZXI Petrol (white color) shall be parked at DGH office Noida at the end of duty hours every day for which necessary parking space would be provided in the basement by DGH office.

#### 4.00 PENALTY CLAUSE

The Contractor is to provide best services to the DGH. However in case of deficiency in services, the Contractor shall be penalized as given hereunder & recovered from the routine bills or Security deposit as the case may be besides, other remedies available to the DGH as per the terms & conditions of this tender documents:

Sr. No	Description of deficiency in services	Penalty Amount
1	Driver on duty without uniform on each occasion	Rs250(per day)
2	Driver reporting late on duty	Rs 500/- (per day)
3	If the general conditions of the vehicle/upkeep is not as per the desired standard of the DGH.	Rs 500/- (per day)
4	In case the seat covers are not kept clean or the dent from the cars does not get removed immediately	Rs 500/- (per day)
5	if the vehicle and/or driver is changed without prior permission of the officer/Ministry	Rs 1000/- (per day)
6	transporter fails to provide car on any particular day	Rs 1500/- (per day)
7	in case the driver is found under the influence of alcohol/chewing of pan/gutka while driving	Rs 5000/- (per day) and/or change of driver
8	Milometer Instrument is found tampered	Rs 5000/- (per day)
9	Misbehavior by the drivers engaged by the contractors under this contract with any of the employee of DGH	Rs5000/- or/and change of driver.



10	Delay in Change of Driver	Apart from above indicated amounts for specific deficiency in service beyond grace period of two days Rs1000/- per day.
----	---------------------------	---

## 5.00 OTHER TERMS

5.1 DGH is initially hiring of Ex showroom condition, 2016 model Maruti Suzuki Ciaz Car Zxi Model Petrol variant (white color) monthly basis for a committed contract period of one year only and bidder is giving commitment to extend the contract on yearly basis for two more years on requirement and performance basis this is clarified that DGH reserves right not to extend the contract on account of requirement review and performance feedback.

5.2 In case the service is found to be unsatisfactory the DGH, However, reserves the right to terminate the contract at any time without giving any notice in writing or assigning any reason thereof.

5.3 No part of the contract nor any share or interest therein shall in any manner or degree be transferred/assigned or sublet by the contractor directly or indirectly to any person, firm/sister concern whatsoever.

5.4 Any failure by the DGH at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms & conditions or rights and shall not affect or impair the same or the right of the / DGH at any time.

5.5 Notices and addresses -All notices and instructions given by either party under this contract to the other shall be in writing. For all correspondence, local address of contractor shall be mentioned.

5.6 The car shall be treated as on duty from the time driver reported for duty to the DGH's authorized representatives and have presented the duty slip. The time and mileage covered by the car on any day, would, now ever be calculated from residence of the Executives with whom the cars are attached.

5.7 Income Tax deductions, as applicable, shall be made at source by the DGH as per the provisions of the Income Tax Act.

## 5.8 ESCALATION / DE-ESCALATION OF RATES

In case of any statutory variation (increase/decrease) in the price of Petrol / Petrol effected by the Govt. a corresponding escalation / de-escalation in the rates shall be paid / recovered against each vehicle for the actual kms run, based on the following predefined formula;

$$\text{Escalation / De-escalation per KM} = \frac{R2 - R1}{K}$$

Where

R1: Rate of Petrol / Petrol (in Rs per Litre ), as on the date of techno-commercial bid opening,

R2: Revised Rate of Petrol / Petrol (in Rs per Litre) first day of calendar month only for proper contract administration only.

K: 10Km/litre

### **SECTION - III**

#### **SPECIAL CONDITIONS OF CONTRACT**

1. The general condition of the vehicle (including outer-body) should be excellent. The seat should be comfortable and always covered with neat and good quality seat covers, upholstery and other accessories.
2. The Car to be supplied should be registered in the name of the second party. The car to be provided should not be of earlier than 2016 model and should not have run more than 100 km on the date of hiring.
3. The duty point would be DGH Office OIDB Bhwan Noida or any other place as intimated by the first party from time to time. There will be no dead mileage allowed and kilometer/mileage and houses of duty shall be calculated from the point of reporting for duty and release of vehicle at the last place of dropping of officers (and not from the garage). No mileage will be allowed to drivers for lunch/ breakfast or for filling fuel etc.
4. The vehicle should be insured comprehensively and should have all necessary valid permits/certificates issued from the Transport Department or any other authority.
5. Dedicated vehicle and driver should be provided and changes will be allowed only in exceptional circumstances. In case of change of driver, prior permission will be required from the user and HOD(HR & Admn.) of DGH. The vehicle should be available at any time of any day as desired by the officer concerned. DGH would be free to use the hired car in any manner for carrying officials, materials etc. as per its requirement and the firm shall have no objection to it.
6. Firm shall provide driver having minimum qualification of 10<sup>th</sup> standard and requisite experience as stipulated in the tender conditions as per following.
  - (i) Valid driving license to operate the taxi issued by the transport authorities.
  - (ii) Three years' experience
  - (iii) Follow traffic rules and other regulations prescribed by the Government from time to time.
  - (iv) Well-behaved and well-conversant with all important places/routes of Delhi/NCR.
  - (v) Wear uniform as may be provided by the agency with mobile phone so that they can be contacted by the Officer at any time.
  - (vi) Carry all the necessary documents (RC, insurance Paper, PUC, License etc) with him.
  - (vii) Ensure proper conduct while on duty and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of paan/gutka/smoking, listening of music while driving.
  - (viii) The character antecedent of the driver must be duly verified by local police authorities.

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039

7. The second party should provide a landline and mobile number on which the owner/authorized person can be contacted round the clock (i.e. 24x7) so as to respond to the calls in emergent cases.
8. The bills hired taxis should be submitted after completion of the calendar month by first week of the following month. The bill shall be duly supported by monthly summary and Log Book duly signed by the user or any other official authorized by the user concern on the basis of duty slips. The firm will obtain duty slips every day duly signed by the officer/authorized person. The duty slips shall be signed twice (i.e. in the morning at the reporting point and in the evening at the time of dropping the user) on daily basis. No advance payment, in any case, would be made to the firm.
9. For each and every vehicle, the second party is required to maintain a log-book, i.t. details of various journeys performed in respect of each day on day to day basis and all the entries shall be attested from the user/offcer concerned. The log book will have to be shown to the Administration Section for verification at the time of submission of the bill in each month/or whenever sought by the first party.
10. The rates should be quoted inclusive of all expenses such as POL, Taxes, Fuel maintenance, repair/servicing salary of the driver and any other incidental expenses on operation and maintenance of the hired vehicle. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall also be borne/ paid by the Firm.
11. The company should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like minimum wages, provident fond ,ESI, Bonus at their own cost.
12. Service Tax as applicable will be paid on billing. The firm must quote its 15 digit service code number along with the bills.
13. In case of break-down of the vehicle or non-availability or driver, the firm must provide replacement/stand by vehicle immediately at its own cost within half an hour of reporting of such breakdown, failing which, the First Party would be free to hire any vehicle from any other source at the cost of the contractor and may also attract penalty as per the discretion of the first party.
14. No compromise will be made on punctuality, cleanliness, obedience, promptness behavior etc., if the Second party, at any point of time, during official duty, fails to perform duties, as directed by the First Party, the Security Deposit will be forfeited and contract will be cancelled forthwith without any notice. In case of dispute of any kind and in any respect whatsoever the decision of the first party shall be final and binding.

15. The security is refundable without any interest on termination of the contract after deducting any penalty/any liability of any kind imposed by the DGH on account of unsatisfactory services.
16. The contractor has to give a self-declaration that it will abide by all the conditions as indicated in the tender and has not been blacklisted/debarred by any Ministry/Department and if at any stage it is found country/otherwise, the tender will be terminated without any notice and performance security/bid security will stand forfeited.
17. The DGH will not be responsible for any challan, loss, damage, accident, injury etc., whatsoever.
18. The DGH reserves the right to terminate the contract without assigning any reason by given one calendar month notice of its intention to do so.

**END OF SECTION – III**

**&&&&&**

## SECTION – IV

**SCHEDULE OF RATES / PRICE FORMAT for Hiring of Ex showroom condition, 2016 model Maruti Suzuki Ciaz Car ZXI Model Petrol variant (white color) monthly basis for rates commitment of three years and committed job for one year initially.**

SN	Details	Unit	Rate per month( Rs. in figures}	Rate per month (Rs. in words)	Total amount for 12 months
A	B	C	D	E	F
1	Hiring charges for Ex-showroom condition Chauffeur driven car on monthly basis for running 28800 KM per annum @ 2400 Km per month and 12 hrs. duty for per day (including local & out station) as per terms and conditions of the tender documents.	01			F1=____
2	Rates for extra distance per KM (over & above 2400Kms)				
3	Total Cost i.e. total F1 X second row per km rate X 20000KM				
4	Applicable rates for extra detention per hour (OT) over above 12 Hrs. will be Rs.50/- per hour.				
5	Out station charges Rs 250 per night halt. (For vehicle detained overnight (between 2200 Hrs. to 0600 Hrs. within/outside the jurisdiction of DGH Noida.				
6	Parking Charges as per actuals (on production of original receipt, duly countersigned & endorsed by the vehicle user). Receipt should have the date and registration no of the vehicle.				
7	Toll (Road or Bridge)/Entry charges, as per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user), Payment at Toll check-post is responsibility of the Contractor/his subsequently by DGH. Receipt should have the Date & registration no. of the vehicle.				
8	Temporary Inter-state Permit Fee/taxes, payable as per actual (On production of original receipt with Registration No. & Date). For vehicle sent on duty to other states i.e. outside NCR				

TOTAL (In words) as calculated above in third row i.e. {F1+per km rate X 20000}

---

**Note:**

1. Bidder should strictly adhere to the Price Format as provided above. In case of deviation or not quoted the price as per price format, bid will be straightway rejected.
2. Price Format will cover the complete scope of work (Section-II) and special terms & conditions (Section-III).
3. Evaluation will be done based on Quoted 'Total cost' as mentioned at row 3. Applicable service tax will be paid extra as per actuals by DGH.
4. However, Payment will be made as per actual only.
5. All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figure and words, the rates quoted in words shall be considered as final and authentic.
6. Payment terms :
  - (a) No advance payment will be made.
  - (b) 100% payment will be made within 30 days from the date of receipt of clear and undisputed invoice/bill.
  - (c) DGH shall not make any payment other than the agreed hire charges and other charges/reimbursement mentioned specifically here above. In case there is a variation in Petrol rates by the Govt. a corresponding correction /adjustment in hire charge shall be affected. The base Price of Petrol will be the rate of Petrol at Noida on as on date of bid opening.
7. 20000 Km factor used in above table is most likely value extra usage per annum.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**End of Section 4.**

**PROFORMA LETTER OF AUTHORITY**

To,

M/s. Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.  
Tel: +91 120 2472000 Fax : +91 120 2472049  
Sir,

**Sub: DGH's Bid Document No. MM-12018(12)/3/2016-DGH/ENQ-039**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Document No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Authorized e-Mail id :**

**Authorized Fax No :**

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.



**BID FORM**

To,

M/s. Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, Noida -201 301.  
Tel: +91 120 2472000 Fax : +91 120 2472049

**Sub: Bid document No. MM-12018(12)/3/2016-DGH/ENQ-039**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of **60 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039

**Sub: Bid document No. MM-12018(12)/3/2016-DGH/ENQ-039**

**STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BEC/BRC as entered in the tender document shall be fully complied with.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Sub: Bid document No. MM-12018(12)/3/2016-DGH/ENQ-039**

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NONCOMPLIANCE	REMARKS

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**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 Bhawan,  
Tower A, Plot No.2, Sector-73,  
NOIDA-201301, UP India.**

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 OIBD 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 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

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039

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 \_\_\_\_\_ 20\_\_\_\_\_ 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,

M/s. Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs..... (in figures) \_\_\_\_\_ (Rupees. (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to

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

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee)  
Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301 in the State of Uttar Pradesh, hereinafter called the "DGH" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS DGH desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as DGH may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for DGH as per Section-II attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against DGH's Bid document# DGH/MM ..... All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in DGH's bid document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;
  - (b) Section-II indicating the Terms of Reference;
  - (c) Section-III indicating the Special Terms & Condition;

BID DOCUMENT NO.MM-12018(12)/3/2016-DGH/ENQ-039



- (d) Section-IV indicating the Schedule of Rates.
- (e) Section-V indicating the Letter of Award.

3. In consideration of the payments to be made by DGH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. DGH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Directorate General of Hydrocarbons (DGH)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

\*\*\*\*\*