

**DIRECTORATE GENERAL OF HYDROCARBONS**

(Ministry of Petroleum &amp; Natural Gas)

OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, India.

Phone: 0120-247 2000, Fax- 247 2049.

**NOTICE INVITATING TENDER(NATIONAL UNDER TWO BID SYTEM)**

Directorate General of Hydrocarbons (DGH) invites bids under “Two Bid System” from experienced Bidders for the following Services:

Bid Document No	:	MM-12017/16/2016-DGH/ENQ-049
Description of Work	:	Fabrication, Display & Event Management of Exhibition stall at 12 <sup>th</sup> International Oil & Gas Conference & Exhibition (Petrotech-2016) at PragatiMaidan, New Delhi during 4 <sup>th</sup> -7 <sup>th</sup> December 2016.
Cost of Bid Document (Non-refundable)	:	Rs. 500/- in the form of Demand Draft/ Banker's Cheque
Bid Downloading date	:	23/09/2016 to 18/10/2016
Bid Closing Date & Time	:	18/10/2016 at 1400 hrs.(IST)
Bid Opening Date	:	18/10/2016 at 1500 hrs.(IST)

Prospective bidders should download the Complete Tender Documents from DGH's web site [www.dghindia.gov.in](http://www.dghindia.gov.in) or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>, Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may visit the same regularly till the bid submission date.

Materials Management Department  
Directorate General of Hydrocarbons,  
OIDB Bhawan, Plot No. 2, Sector 73, NOIDA- 201301  
Tel: 120-2472020, Fax No 120-2472049  
E-Mail: [mm@dghindia.gov.in](mailto:mm@dghindia.gov.in)  
Website: [www.dghindia.org](http://www.dghindia.org)

**FORWARDING LETTER FOR INVITATION TO BID**

To,

Sub: Fabrication, Display & Event Management of Exhibition stall at 12<sup>th</sup> International Oil & Gas Conference & Exhibition (Petrotech-2016) at PragatiMaidan, New Delhi during 4<sup>th</sup> -7<sup>th</sup> December 2016

Sir/s,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tenders in duplicate for carrying out aforesaid services.

The salient features of the tender are:

1	Tender No.	:	MM-12017/16/2016-DGH/ENQ-049
2	Type of Bid	:	2 Bid System (Technical Bid & Price Bid)
3	Cost of Bid Document (Non-refundable)	:	₹500.00
4	Sale of Bid Document	:	23.09.2016 to 18.10.2016
5	Date of Pre-bid conference	:	7/10/2016
6	Venue of Pre-Bid Conference:	:	Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida.
7	Bid Closing Time & Date	:	1400 Hrs (IST) on 18.10.2016
8	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Plot No.2, Sector-73, Noida.
9	Bid Opening Time, Date & Place	:	Technical bid : 1500 Hrs. (IST) 18/10/2016 on the same address as above. Price bid : Opening time and date shall be intimated to technically qualified bidders.
10	Bid validity	:	90days from bid closing date.
11	Amount of Bid Bond (original Bid Bond to be enclosed with the Technical Bid only)	:	₹1,00,000.00 Bid Bond in the form of a Bank Guarantee to be valid up to 120 days from the closing date of bid.
12	Amount of Performance Guarantee to be submitted only by the Successful Bidder.	:	10% of the Contract value to be submitted within 21 days of submitting the letter of Award (LOA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 90 days beyond the date stipulated for completion of the contract.



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(Ministry of Petroleum & Natural Gas)  
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13	Signing of Contract	:	Contract is to be signed within 21 days of date of issue of LOA.
14	Mobilization & Commencement of work	:	Please refer to Special Terms & Conditions.
15	Time period for completion of work	:	Please refer to Special Terms & Conditions.
16	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	@ 10% of the contract value for any delay beyond 10.00 Hrsof 04/12/2016. Contract will be terminated if there is any delay beyond the closing time of exhibition halls on 04/12/2016 and Performance bank guarantee will be forfeited. No compensation for any unfinished work will be admissible on any score whatsoever. Inauguration of the exhibition is on 04/12/2016 at 14.00 Hrs.

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

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

Thanking you,

Yours faithfully

(Sanjeev Nanda)  
HOD (MM)

Encl: As above

For Directorate General of Hydrocarbons



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

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## **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 intended to be provided against the tender.
- (ii) Documentary evidence established in accordance with clause **10.0** of Part I.
- (iii) Bid Security furnished in accordance with clause **11.0** of Part I.
- (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) Copy of commercial bid (**Section IV**) without indicating prices
- (viii) 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**

**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 authorized representative who should be competent to take on the spot decisions.

**8.0 PRESENTATION ON TECHNICAL BID:** Bidders meeting the qualifying criteria of Part 2 (BRC/BEC) will be required to give a power point presentation to the Technical Evaluation Committee of DGH after opening of the Technical Bids. 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 in INR 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 BidDocument 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:**

**11.1** The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

**11.2** All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

(a) A Bank Guarantee issued from any Nationalized / scheduled Bank in India, in the prescribed format vide **Proforma-E** only will be accepted. The Bank Guarantee shall be valid for 30days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.

**11.3** Any bid not secured in accordance with sub-clause **11.2** above shall be rejected by the DGH as non-responsive.

**11.4** The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

**11.5** Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

**11.6** Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **26.0** below is furnished.

**11.7** Bid Security shall not accrue any interest during its period of validity or extended validity.





**11.8** The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

i) To sign the contract within reasonable time & within the period of bid Validity, and/or

ii) To furnish Performance Security.

## **12.0 PERIOD OF VALIDITY OF BIDS:**

**12.1** Bids shall remain **valid for 90**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 - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each 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 Technical Bid (Original + copy) should be in one sealed cover bearing the following on the right hand top corner.

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

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

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

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

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

**14.6** The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in clause **11.0** should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

**14.7** 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.

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

**14.9** Telex / 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 no 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 OPENING OF COMMERCIAL/PRICED BIDS:**

**19.1** DGH will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

**19.2** 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.

**19.3** 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 CONTACTING THE DGH:**

**21.1** 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**.

**21.2** 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**



## **22.0 AWARD CRITERIA:**

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 as defined in the BID EVALUATION CRITERIA (BEC) in the Part II of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**23.0 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.

## **24.0 NOTIFICATION OF AWARD:**

**24.1** 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 or email (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.

**24.2** The notification of award of job will constitute the formation of the Contract.

**24.3** Upon the successful Bidder's furnishing of Performance Security pursuant to clause **26.0** the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **11.0** hereinabove.

## **25.0 SIGNING OF CONTRACT:**

**25.1** At the same time as the DGH notifies the successful Bidder 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.

**25.2** 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.

## **26.0 PERFORMANCE SECURITY:**

**26.1** Within **21** 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.



**26.2** The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract 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.

**26.3** 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.

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

**26.5** Failure of the successful Bidder to comply with the requirements of clause 25.0 or 26.0 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**



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

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## **PART - 2**

### **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

#### **I BID 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 the Bidders without which the same will be considered as non-responsive and rejected.

#### **(A) TECHNICAL: The bidder must meet the following criteria:-**

##### **1.0 EXPERIENCE :**

The Bidder must have experience of having successfully completed Fabrication, Display& Event management of International Oil and Gas Events like Petrotech, SPG Conference etc. During last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:

i. Three similar completed works\* each costing not less than ₹18.00 Lakhs or

ii. Two similar completed works\* each costing not less than ₹ 22.50 Lakhs or

iii. One similar completed work\* costing not less than ₹36.00 Lakhs

\* (Area of each work should not be less 237 square meters)

**2.0** Average annual financial turnover of minimum **₹100,00,000/-** during the last 3 years ending on **the last day of the last financial year.**

**2.1** The bidder must have a project office in Delhi NCR for effective co-ordination of work with DGH. The bidder should provide the address and phone numbers of the NCR office in their bid. (Ref. Bid form at Proforma B for format).

**3.0 DOCUMENTS:** Bidders must furnish following documentary evidence along with their bids in support of fulfilling above requirement:

- (a) Organization Profile and set-up.
- (b) A certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc.
- (c) Documentary proof in respect of **A(1.0)** above in the form of copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of





Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. Documents, if any, in support of additional experience.

(d) Write up on similar assignments executed in last 3 years.

## **B. COMMERCIAL – BID SUBMISSION**

**1.0** Bids shall be submitted under single stage two bid systems, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bid contains the prices. The Technical bid and Commercial Bid shall comprise all the components as per Clause 5.0 of Part I, failing which the bid will be liable for rejection.

**2.0** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

**3.0** Bid security shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.

**4.0** Bids received after bid closing date and time will be rejected.

**5.0** Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

**6.0** Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.

**7.0** Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

**8.0** Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

**9.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

**10.0** Any bid containing false statement will be rejected.





**11.0** Bidders must quote clearly and strictly in accordance with the “Schedule of Rates” of bidding document; otherwise the bid will be summarily rejected.

**12.0** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause

**13.0** Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

## **C. GENERAL**

**1.0** In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by DGH. The loading so done by the DGH will be final and binding on the bidders.

**2.0** To ascertain the substantial responsiveness of the bid the DGH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the DGH, failing which the offer will be summarily rejected.

**3.0** If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

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

The bids will be evaluated on the basis/ parameters given below: -

### **Stage- I**

The Envelope 1 containing the Techno-Commercial Bid will be opened and will be checked for the availability of all the required documents and evaluated on the basis of submitted documents.

### **Stage - II**

Bidder qualifying as per the technical evaluation criteria in stage – I, will have to make presentation on the concept. Presentation should preferably be with a 3D model of the stall/3D walk-through movie showing highlights of the concept before the



evaluation Committee on some specified date and time to be intimated subsequently. The evaluation will be on the following broad parameters:

Sl. No.	Criteria	Max Marks
1	<b>Theme / Concept</b> Evaluation will consider proposed methodology for depiction of the theme / concept(Covering all aspects of scope of work).	25
2	<b>Design and Layout of the stall</b> Evaluation will consider Creativity & Innovation, ambience & facilities and overall visualization impact	40
3	<b>Exclusive Features</b> Evaluation will consider theme based activities	10
4	<b>Exhibition Experience</b> Number of similar works in international Oil & Gas sector exhibitions like Petrotech etc. done since 01.10.2010 onwards. (5marks for each exhibition,maximum of 15 marks)  Award for stall design (first, second and third position only) in past International/National Oil & Gas Exhibitions since 01.10.2010onwards. (3marks for first, 2marks for second and 1markfor third) Documentary proof to be provided for above (Sl. No. 4 herein) in technical bid. Non submission of documentary evidences for above in technical bid will result into “zero” marks in exhibition experience (Sl. No. 4 herein).	15  3
5	Having own resources for execution of job, owning prefabricated structures, fabricating units, manufacturing facilities etc.	7
	<b>TOTAL</b>	100

The bidders will be evaluated against 100marks scale. Bidders will be ranked on the basis scores achieved on evaluation of the respective presentations done by them to DGH team.**Price Bids of only top three rankedbidders in this evaluation will be opened. The decision of the DGH in this regard will be final & binding on all the participating bidders.**

### Stage - III

After Techno-Commercial evaluation, financial bid will be opened for the top three scorer of technical evaluation.

The financial proposal would be evaluated as under:

An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:



$$B = X * \frac{C_{low}}{C} + (1 - X) * \frac{T}{T_{high}}$$

Where

C = Quoted Bid Price

C low = Lowest of all quoted Bid Prices among the top three ranked bids (as a result of stage II of evaluation)

T = the total Technical Score awarded to the bid

T high = the highest Technical Score achieved by the bid among all responsive bids

X = Weightage for the Price as specified below:

The bid with the highest Evaluated Bid Score (B) among the top three ranked bids (as a result of stage II of evaluation) shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract.

In case of a tie in Bid Scores (B), bidder with higher technical score will be awarded the Contract.

DGH reserves the right to negotiate the rates with Lowest Evaluated Bids specified above and also reserves the right to reject any or all the offers without assigning any reason.

The technical to financial weightage ratio would be 60:40 hence X = 0.40. The bidders must quote their charges / rates in the manner as called for vide "Schedule of rates / Price Format" under "Section -IV" of the tender document.

**END OF PART – 2**



**DIRECTORATE GENERAL OF HYDROCARBONS**  
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## **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**" mean the personnel to be engaged by the Contractor to provide services as per the contract.
- (g) "**DGH's Personnel**" mean 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 III (Special Terms & Conditions)

2.3 **DURATION OF CONTRACT:** As per Section III (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**

1.1 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 DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to DGH without affecting DGH's work.

1.2 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. DGH shall have no liability or responsibility in this regard.

1.3 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 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 As applicable will be payable by DGH.

#### **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 therefrom 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 DGH.

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 DGH.

OR

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



OR

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

12.2 In the event of termination of contract under Clause **12.1(d)** above, DGH will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize 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 DGH all of DGH'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 :

#### **DGH**

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

HoD (MM)

Directorate General of Hydrocarbons  
OIDB Bhawan, Plot No.2, Sector – 73,  
Noida – 201 301, INDIA

Tel No. 91-120-2472000

Fax No. 91-120-2472049 Email: dkrawat@dghindia.gov.in

Fax No. 91-120-2472049

Email: mm@dghindia.gov.in

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

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

Mr. D.K Rawat, DGM (GDA)

Directorate General of Hydrocarbons  
OIDB Bhawan, Plot No.2, Sector – 73,  
Noida – 201 301, INDIA

Tel No. 91-120-2472000

E Mail id:

Fax No. :

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



**DIRECTORATE GENERAL OF HYDROCARBONS**

(Ministry of Petroleum & Natural Gas)

Plot No. 2, OIDB Bhawan, Sector 73, Noida 201 301

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## **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 @ 10% of contract value if the contractor is not able to finish the work as per scheduled timelines given by the organizers. Contract will be terminated if there is any delay beyond the closing time of exhibition halls on 11.01.14 then DGH reserves the right to cancel the Contract without any compensation whatsoever and further, the Performance Security submitted by the contractor will be forfeited.

**18.0 PERFORMANCE SECURITY:** The Contractor has furnished to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being **10 %** of Contract Price) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

**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.

## **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 to 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, upon successful completion 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.

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:

- 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 up to 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 withheld 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, withhold 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 unauthorized 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.

**RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the DGH and its authorized 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 authorized employees and representatives.

**27.0 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.

**28.0 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.

**29.0 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.

**30.0 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**

**&&&&&**



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

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## SECTION – II

### TERMS OF REFERENCE / SCOPE OF WORK

#### **SCOPE OF WORK**

1. To design, fabricate, install, maintain, event manage and dismantle DGH stall in space E-34 of size 237 Sq. m (19 m x 12.5 m) at PETROTECH-2016, Pragati Maidan, New Delhi, 5-7<sup>th</sup> December, 2016 and Transport to and Back used/unused material, to DGH Office .
2. The exhibition stall will be on 4” wooden platform which is neatly carpeted.
3. No mezzanine floor is permitted in the design.
4. There shall be display slots in the design of the stall with breakup as given below.
  - a. Back lit: 7.Sq.M
  - b. Front lit : 5 posters on sun-board of minimum size 30”x40”
5. Matter and pictures for display shall be provided by DGH one week in advance.
6. DGH logo in 3D letters front lit at minimum of 4 places. Sample logo will be provided.
7. **Furniture:** (i) Round tables (2 Nos. with 7 chairs), (ii) 3 steel dustbins and (iii) 3 decent brochure stands are to be provided. In addition to this any other furniture that enhances the appearance of the stall may be supplied and placed by the contractor.
8. The stall is required to be illuminated properly. Sufficient electricity will be provided by DGH/ without any cost to the contractor.
9. One full HD LED TV screen of 82/70” with LAPTOP computer attached for presentations to be displayed has to be installed for all 3 days of exhibition.
10. One full HD LED TV screen of 82/70” with DVD player and good quality sound speaker attached for film/ pictures to be displayed has to be installed for all 3 days of exhibition.
11. Two properly, elegantly and formally Sareedressed female hosts conversant in English & Hindi alongwith 1 attendant for serving, cleaning, logistic support and managing stall be provided to manage stall on all three days.
12. Still photography to be done and 300 photographs in total for 3 days during guest visits to be taken. Soft copy of photos to be provided in



pen-drive, hard disk and hard copies of 5"x7" size to be provided in an album.

13. Coffee & tea vending machine with average 500 cups per day, 250ML drinking bottle, total 500 in numbers and light eatable serves along with other miscellaneous items to be provided in the stall.
14. 10 bouquets on day 1, 7 & 5 bouquets on day 2 & 3 respectively, sufficient toffees in 2 bowls and flowers in 2 vases and any other decorative items (at discretion of contractor) to enhance the appearance of the stall.
15. Gift for the visitors: You are required to make provision for 500 no. of gift packs costing a minimum of 500 which should be kept ready for the distribution to visitors during exhibition:
  - One jute bag with DGH logo printed on it.
  - One gift item (Gift wrapped)
  - Gift items in both categories will be approved by DGH team from four options given by the contractor.
  - This amount of 2 Lakhs has to be borne by the bidder in his quote. DGH reserves the right to exclude this option from the placed order and deduct the equivalent amount of `2 Lakhs from the final quoted amount.
16. Adequate storage capacity for materials such as gifts, promotional literature etc. is to be created at the stall.



### **FLOOR PLAN**

Note: (i) Quantity and Dimensions mentioned above are only indicative and may vary with the exact requirement.



### **SECTION - III**

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

- 0.0 Commencement of Contract:** Fabrication should commence from 8 AM on 1<sup>st</sup> December 2016 or before as per the availability of space near Pragati Maidan, New Delhi. Contractor will be advised nearer the time about the exact date.
- 1.0 Completion of Fabrication and erection:** Fabrication & Erection of the Stall should be completed by 0900 hrs December 4, 2016.
- 2.0 Dismantling of the Stall:** After the event, the stall should be dismantled and removed by the contractor by the 2000 hrs on December 7, 2016. The materials/items will be supplied by the contractor on rental basis and will be taken back by them whereas that brought by the DGH will be taken back by the DGH. The area should be cleaned of all debris and site restored..
- 3.0 Payment terms:** 100 % payment will be made on successful completion of the work / services.
- 4.0 Electricity Charges:** Electricity requirement at the stall during the period of exhibition will be arranged and paid for by DGH.
- 5.0 Entry of contractor's personnel, material and any other goods:** The contractor has to make all the arrangements including security clearance, passes etc for the movement in and out of the venue and obtain all necessary permissions. DGH will facilitate to the extent possible in this regard. However, the primary responsibility will be with the contractor.

#### **Exhibition Timings:**

04-12-2016	2 PM to 6 PM
05-12-2016	10 AM to 6 PM
06-12-2016	10 AM to 6 PM
07-12-2016	10 AM to 6 PM

**END OF SECTION – III**

**&&&&**



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

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## SECTION – IV

### SCHEDULE OF RATES / PRICE FORMAT

SI No.	Job Description	Lump sum charges for the entire job & entire period.(.)
1.	Fabrication, Display & Event management of exhibition stall as per the scope of work (Section II) , including dismantling of the stall after the event.	
2.	Taxes if any	
3.	TOTAL(in figures)	

TOTAL(In words)\_\_\_\_\_

#### NOTE:

- 1 Evaluation will on the total cost to DGH inclusive of all taxes as indicated above re at row 2.The prices at row 3 should be inclusive of all taxes, levies, duties etc. No other charges will be payable by DGH.
- 2 The above TOTAL at row 3 includes Rs 2,00,000/- for Gift for the visitors as stated at Section II under Terms of Reference/Scope of work and is an optional component.

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

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

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

**Seal of the Bidder:**



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

**END OF SECTION – IV**

**PART - 4**

**PROFORMA-A**

**PROFORMA LETTER OF AUTHORITY**

To,

Directorate General of Hydrocarbons,  
OIDB Bhawan, Plot No.2, Sector 73, Noida -201 301.

Sir,

**Sub: DGH's Bid Document No. MM-12017/16/2016-DGH/ENQ-049**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized 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,

**Authorized 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.



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

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**BID FORM**

To

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

**Sub: Bid document no. MM-12017/16/2016-DGH/ENQ-049**

*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.

We shall perform the work of Fabrication, Display and Event Management of Exhibition stall of DGH at 11<sup>th</sup> International Oil & Gas Conference & Exhibition (Petrotech-2014) 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 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 (clause 6.1 of General Conditions of 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 **90 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.

Our project office in Delhi NCR is at following address:

\_\_\_\_\_

Phone No: \_\_\_\_\_

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

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

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

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

**Seal of the Bidder:**



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

**Sub: Bid document no. MM-12017/16/2016-DGH/ENQ-049****STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

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

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

**Authorized Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the Bidder:**

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



Sub: Bid document no. MM-12017/16/2016-DGH/ENQ-049

**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.

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

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

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

**Seal of the Bidder:**



**Proforma of Bank Guarantee towards Bid Security**

Ref. No.....

Bank Guarantee No.....

Dated .....

To,

Directorate General of Hydrocarbons,  
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, NOIDA, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OIBD Bhawan, Plot No. 2, Sector 73, Noida -201 301, India (hereinafter called 'DGH' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Rupees (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bid documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having 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) guarantee and undertake to pay immediately on first demand by DGH, the amount of Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.



5. This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which includes 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 hereinabove, our liability under this Guarantee is limited to Rs (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... Day of ..... At .....

WITNESS NO. 1

\_\_\_\_\_  
(Signature)  
Full name and official  
address (in legible letters)  
letters) with Bank stamp.

\_\_\_\_\_  
(Signature)  
Full name, designation and  
official address (in legible

Attorney as per Power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Directorate General of Hydrocarbons, OI DB Bhawan, Plot No. 2, Sector 73, Noida -201 301 only.
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the Bid.



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

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**PERFORMANCE GUARANTEE**

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

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

Dated \_\_\_\_\_

To,

Directorate General of Hydrocarbons,  
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.

Dear Sirs,

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

**DIRECTORATE GENERAL OF HYDROCARBONS**

(Ministry of Petroleum &amp; Natural Gas)

Plot No. 2, OI DB Bhawan, Sector 73, Noida 201 301

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variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

1. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding document.



**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, 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;
- (d) Section-IV indicating the Schedule of Rates.

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.

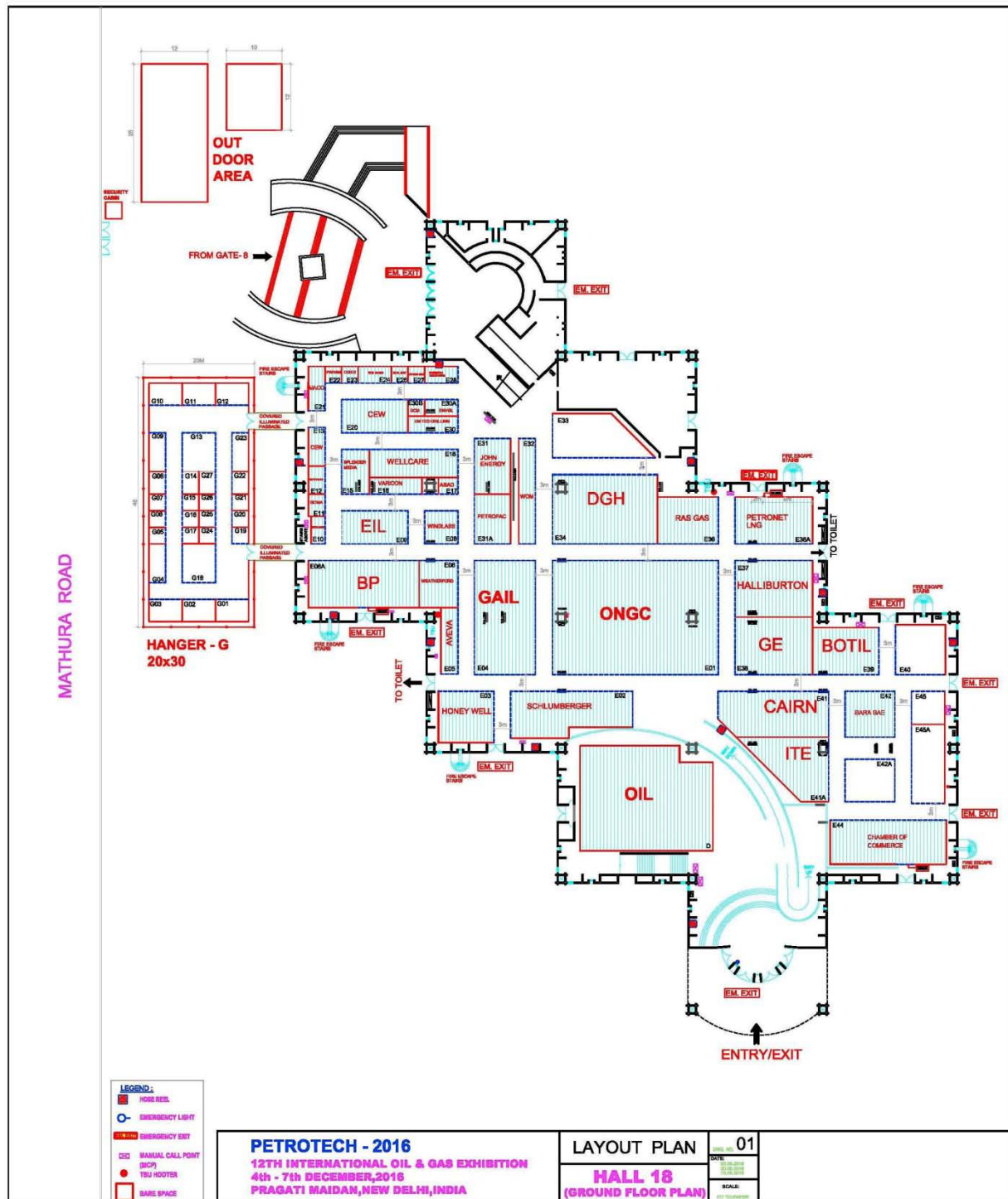
1.

2.

2.







End of Part 4



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

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