



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
Plot No.2, OIDB Bhawan, Sector 73, Noida-201301
Ph: 0120 – 247 2000. E-mail: mm@dghindia.gov.in

INVITATION TO BID – National Competitive Bid (Open Tender under Two Bid System)
 Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for “Renovation work in DG Conference Room at 2nd Floor”, under two bid system (Techno-commercial bid and price bid).

The detailed tender document for the above is available on DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website and submit their bid with required tender fee, bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the tender document, before tender closing date and time.

Bids shall be submitted by 1400 hrs on 21.04.2017.

Tender No	Description of Item
MM-12019/12/2017-DGH/ENQ-066	Renovation work in DG Conference Room at 2 nd Floor, OIDB Bhawan, Noida

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Technical Specifications etc. in particular before bidding.

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

TENDER NO. : MM-12019/12/2017-DGH/ENQ-066

TENDER DOCUMENT

FOR

Renovation work in DG Conference Room at 2nd Floor, OIBD Bhawan



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

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

INVITATION FOR BID (IFB)- NATIONAL COMPETITIVE BIDDING (NCB) – OPEN
TENDER UNDER TWO BID SYSTEM

To,

Sub: Renovation work in DG Conference Room at 2nd Floor, OIDB Bhawan, Noida

Dear Sir,

1.0 DGH invites you to submit your lowest price bid for “Renovation work in DG Conference Room at 2nd floor, DGH, OIDB Bhawan, Noida” The Scope of work, General terms & condition and special terms & conditions of the contract are described at Annexure-III of the bid document.

Bid Document No.	MM-12019/12/2017-DGH/ENQ-066
Description of Service	Renovation work in DG Conference Room at 2 nd Floor, OIDB Bhawan, Noida, U.P.
Type of Bid	Two Bid System (Technical Bid & Commercial Bid)
Cost of Bid Document/ Tender Fees (Non- refundable)	Rs. 500/- in the form of Demand Draft/ Banker's Cheque
Sale of Bid Document	01/04/2017 to 21/04/2017
Bid Closing Date & Time	21/04/2017 at 14-00 hrs.(IST)
Bid Opening Date	21/04/2017 at 15-00 hrs.(IST)
Bid Security/ Earnest money Deposit (original Bid Bond to be enclosed with the Techno-commercial Bid only)	Rs. 1,12,500/-
Bid Validity	90 Days
Duration of Contract	As mentioned in tender document
Performance Security to be submitted only by the Successful Bidder	i) 7.5 % of the Total contract value (except total charges towards AMC of AV system) valid for a period of two months beyond the warranty period. ii) 7.5% of the AMC charges of AV system for period of two months beyond the period of Annual Maintenance contract.
Mobilization Period	As mentioned in tender document.

2.0 A complete set of bid document (non-transferable) containing terms and conditions for the above IFB may be purchased by the interested parties from the office of HoD (MM), Directorate General of Hydrocarbons, OADB Bhawan, Plot No.2, Sector 73, Noida- 201 301, UP, India on submission of a written application along with Cost of the Bid Document in the form of Demand Draft in favour of “Directorate General of Hydrocarbons” and payable at New Delhi.

2.1 Bidders will also have the option of down-loading the Bid document and use the same for participating in the tender. The bidders, downloading the Bid document from the website, should ensure to submit “Cost of Bid Documents”, in the form of DD, along with the Bid. The offer will not be considered without tender fee.

3.0 Complete bid document can be viewed/downloaded in DGH’s web site www.dghindia.gov.in and 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 view the same regularly till the bid submission date.

4.0 Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work, Technical terms & Conditions etc. in particular before purchase of the Bid Documents.

5.0 Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s).

6.0 Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.

7.0 DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.

8.0 DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.

Ankit Gupta
EE (M)-MM
For Director General of Hydrocarbon

ANNEXURE-I**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION**

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER: (Please refer to “Technical & Commercial Rejection Criteria at **B1** of Bid Evaluation Criteria under **Annexure-II**).

2.0 TENDER FEE

2.1 The offer will not be considered without tender fee. MSEs eligible as per Ministry of MSME’s guidelines, and Government Departments will be exempted from tender fee, provided the bidder submits necessary evidence for eligibility, along with the bid.

2.2 Refund of Tender Fee: In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidder.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

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

5.0 THE BIDDING DOCUMENT**A. CONTENT OF BIDDING DOCUMENTS**

1. The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE I : Forwarding Letter cum Instruction to Bidders

Appendix 1 : Bid submission Proforma.

Appendix 2 : Bid Bond Bank Guarantee Proforma.

Appendix 3 : Proforma of Authorization Letter for Attending Tender Opening.

Appendix 4 : Undertaking / Declaration.

Appendix 5 : Proforma for Changes/Modifications Sought by Bidders.

Appendix 6 : Proforma Certificate on relatives of DG/Directors of DGH

Appendix 7 : Proforma Compliance Statement/Checklist

ANNEXURE II : Bid Evaluation Criteria / Bid rejection Criteria

Appendix 8 : Proforma for bidders past experience proforma for similar jobs

- ANNEXURE III** : Scope of Work/Technical Specifications, General Terms & conditions and Special conditions of Contract.
- Appendix 9 : Proforma for Schedule of Deviations for Technical Specifications
- ANNEXURE IV** : General Conditions of Contract (GCC) with following appendix
- Appendix 10 : Proforma of Bank Guarantee for Performance Security
- ANNEXURE V** : Bill of Materials/ Price Format/Price Schedule
- ANNEXURE VI** : Conceptual/Tentative design.

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications may result in the rejection of its bid without seeking any clarifications.

B. CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than 5 days prior to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

C. AMENDMENT OF BID DOCUMENT

1. At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.
2. The Addendum will be hoisted on DGH's website www.dghindia.gov.in & Gol's CPP Portal <http://eprocure.gov.in/cppp/> only. All prospective bidders are advised to visit aforesaid websites periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.
3. In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

D. PREPARATION OF BIDS

LANGUAGE AND SIGNING OF BID

1. The bidder shall prepare two copies of both technical as well as priced bid clearly marking each as the "Original Bid" and the "Copy Bid". In the event of any discrepancy between the "Original" and "Copy", the "Original" shall prevail over the "Copy".

2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language.
3. Bids shall be submitted in the prescribed bid proforma as per **appendices of Annexure-I**. The prescribed proforma at Appendices of **Annexure I**, duly filled in and signed should be returned intact.
4. The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
5. The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.
6. The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company; the same shall be sealed with the company seal or otherwise appropriately executed under seal.
7. The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
8. The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.
9. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
10. The original bid should be signed manually by the authorized signatory (ies) of the bidder.
11. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

E. COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

1. Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

F. DOCUMENTS COMPRISING THE BID

The bid should be prepared and submitted under the single stage two-bid system. The bid should comprise of “Technical Bid” (Un-priced) and “Commercial Bid” (Priced) separately.

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

- a) Requisite Tender Fee in the form of DD drawn in favour of “Directorate General of Hydrocarbons”, payable at Delhi.
- b) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- c) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- d) Bid Bond to be furnished as specified in instructions to Bidders.
- e) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).
- f) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- g) All **Appendices of Annexure –I** & Annexure duly filled in and signed
- h) Price Schedule. (**Annexure V**) (Without indicating Prices)
- i) The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

II. Price Bid:

The commercial bid (priced) in the prescribed format at **Annexure-V** to be furnished in the bid document and completed in manner detailed in **clause 20** below. It is also to be noted that both technical bid and commercial bid will be submitted together on or before bid closing date. However, DGH will evaluate the un-priced technical bid first. Commercial (priced) bids of only the technically qualified bidders will be opened and evaluated subsequently.

6.0 BID PRICES & TAXES:

Bidder should quote the price in the price format only, given at Annexure-V of the bid document. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

7.0 VALIDITY: Bid shall remain **valid for 90 days** after the date of bid opening prescribed by the DGH.

8.0 MODE OF PAYMENT: In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidder should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.

3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable. 8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank. For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

9.0 PAYMENT TERMS: Please refer to "Cl. 4 of Note" at Annexure-V.

10.0 INCOME TAX LIABILITY: The bidder will have to bear all Income Tax liability both corporate and personal tax.

11.0 SERVICE TAX LIABILITY:

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

In case the 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.

The Service Provider should have a valid Service Tax registration certificate 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 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.

12.0 The bids will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Forwarding Letter". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date. In case of two bid system, the envelope containing the Technical & Price Bids will be opened first and thereafter, the envelope containing Technical bid will be opened, keeping the Price Bid envelope intact.

13.0 OPENING OF PRICE BIDS: Price Bids of the technically qualified Bidders will

be opened on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.

14.0 BID SECURITY:

- 14.1 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 **14.9**.
- 14.2 MSEs eligible as per Ministry of MSME's guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.
- 14.3 All the bids from the Bidders not covered under Para **14.2** above must be accompanied by Bid Security valid for **45 days** beyond the validity of the bids 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 **Appendix 2** only will be accepted. The Bank Guarantee shall be valid for **45 days** 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 Banker's cheque or Account Payee Demand Draft drawn in favour of 'Directorate General of Hydrocarbons' valid for **90 days** from the date of issue and payable at New Delhi.
- 14.4 Any bid not secured in accordance with sub-clause **14.3** above shall be rejected by the DGH as non-responsive.
- 14.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.
- 14.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 14.7 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 15.0** below is furnished.
- 14.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 14.9 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.

15.0 PERFORMANCE SECURITY:

- a) i) 7.5 % of the Total contract value (except total charges towards AMC of AV system) valid for a period of two months beyond the warranty period and ii) 7.5% of the AMC charges of AV system for period of two months beyond the period of Annual Maintenance contract, to be submitted within 21 days of submitting the Letter of Award (LoA)/Notification of Award (NoA).

Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount

specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per **Appendix-10** in the form of Bank Guarantee (BG) from any Nationalized / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- b) 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.
- c) 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.
- d) The Performance Security will not accrue any interest during its period of validity or extended validity.

16.0 PURCHASE PREFERENCE

DGH reserves its right to allow to Indian Micro/Small Scale Sector purchase preference facility as admissible under the existing policy issued by concerned ministry.

17.0 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, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18.0 NOTIFICATION OF AWARD:

- 18.1 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 fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for award of job.
- 18.2 The notification of award of job will constitute the formation of the Contract.
- 18.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **clause 15.0** DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **clause 14.0** hereinabove.

19.0 SIGNING OF CONTRACT:

- 19.1 At the same time as DGH notifies the successful Bidder that its Bid has been accepted, DGH will either call the successful bidder for signing of the agreement or send the Contract Form, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 19.2 Within **30** days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

20.0 SUBMISSION OF BIDS

- 20.1 Sealing and Marking of Bids:
 - a. The tender would be processed according to a single stage, two Bid procedures. Offers should be submitted in two parts viz., Techno-commercial bid and Price Bid, each in duplicate and each in separate envelopes.
 - b. The envelope containing the Techno-commercial Bid should be in a sealed cover bearing the following information on the right hand top corner:

- Envelope No. 1 Techno-commercial Bid
 - Tender No.:
 - Techno-commercial Bid Closing Date:
 - Techno-commercial Bid Opening Date:
 - Bidder's Name:
- c. The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:
- Envelope No. 2 Price Bid
 - Tender No.:
 - Bidder's Name:
- d. The Techno-commercial Bid and Price bids (each marked "ORIGINAL" and "COPY" as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH:
- Tender No.:
 - Bid closing Date:
 - Bid opening Date:
 - Bidder's Name:
- e. The techno-commercial bid shall not contain any reference to any price / price schedule, directly or indirectly. Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The offer should contain complete specification, details of service and equipment/accessories offered.
- f. The Bid Bond of requisite amount as mentioned in the forwarding letter for invitation to bid must be enclosed with the Technical Bid.
- g. The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.
- 20.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301

- 20.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

21.0 UNSOLICITED POST TENDER MODIFICATIONS

Unsolicited post-tender modification will lead to straight away rejection of the offer.

- 22.0** Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.
- 23.0** The conditions of the contract to enter into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at **Appendix-7**.

Appendix-1**BID SUBMISSION PRO FORMA**

Tender No.....

Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till _____.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders", "Bid Evaluation Criteria" at **Annexure I & II** and accepted the "General Terms and Conditions" at **Annexure-IV** for providing services and have thoroughly examined and complied with the Scope of Work/Specifications, Technical terms & conditions at **Annexure-III**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of the Bidder

Name_____

Seal of the Company

DatedSignature of witness
Address**Note :** This form should be returned along with offer duly signed.

Appendix-2

Proforma of Bank Guarantee towards Bid Security
BID BOND

Ref. No..... Bank
 Guarantee No.....
 Dated
 To,
 Directorate General of Hydrocarbons
 OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301,
India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and 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 unless repugnant to the context or meaning thereof shall 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 Indian Rupees (in figures)_____ (Indian 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 Bidding 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 its head/registered office at _____ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) _____ (Indian 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 agree 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 Forty Five 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 Indian Rs (in figures) _____ (Indian 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
designation and
address (in legible letters)
legible
letters) with Bank stamp.

(Signature)
Full name,
official address (in

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

WITNESS NO. 2

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

Notes:

1. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding **45 days** to the date of expiry of the bid validity unless otherwise specified in the bidding document.

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date.....

To,

The

Directorate General of Hydrocarbons.

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Subject: **Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.for information and for production before the HoD (MM) at the time of opening of bids.

Undertakings / Declaration

1. Service Tax Registration (*strike off whichever is not applicable*)

We have submitted a copy of valid registration certificate under service tax rules

OR

We undertake to submit copy of requisite service tax registration certificate along with the first invoice under the contract.

2. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Appendix – 5**PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS**

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Note: If left blank, it will be construed that bidder has **not taken** any exceptions/deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.

Appendix-6

PROFORMA CERTIFICATE ON RELATIVES OF DIRECTOR OF DGH

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons. (DGH). We certify that to the best of my/our knowledge :

- (i)** I am not a relative of any DG / Director of DGH ;
- (ii)** We are not a firm in which a DG / Director of DGH or his relative is a partner ;
- (iii)** I am not a partner in a firm in which a DG / Director of DGH or his relative is a partner;
- (iv)** We are not a private company in which a DG / Director of DGH is a Member or Director;
- (v)** We are not a company in which DG / Directors of DGH hold more than 2 % of the paid-up share capital of our company or vice-versa.

**Authorised Signatory of
The Contracting Party**

Place.....

Date.....

Appendix - 7**CHECK LIST**

Please Tick (✓) compliance (Yes/No) for the following		<u>Yes</u>	<u>No</u>
i)	The Techno-Commercial and Price Bids are as per tender document		
ii)	General & Special Terms & Conditions will be followed.		
iii)	Scope of work/Technical Specifications will be totally covered.		
iv)	Prices have been quoted against each of the items of the Price.		
v)	Prices filled in the price bid as per given guidelines.		
vi)	Price Format provided with the Techno-commercial Bid indicating quoted/ not quoted for all the items but not disclosing the price.		
vii)	Bid Bond is enclosed with the Techno-commercial Bid.		
viii)	Document required from OEM as per clause B.1.1 of Annexure-II is enclosed with the Techno-commercial Bid, if applicable.		
ix)	Required experience documents as per clause B.1.2 of Annexure-II (Copy of Contract/order/LOA along with proof of completion) have been enclosed with the Techno-commercial bid.		
x)	Required documents as per clause B.1.3 of Annexure-II have been enclosed with the Techno-commercial bid.		
xi)	Documents evidence in support of as per clause B.1.4 of Annexure-II has been enclosed with the Techno-commercial bid.		
xii)	Deviation from the tender document? If any, please indicate in separate sheet.		
xiii)	The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.		
xiv)	Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.		
xv)	Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH		

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

ANNEXURE-II**BID EVALUATION CRITERIA****A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, along with suggested changes are to be communicated to DGH 05 days before closing date of sale of Bid Documents. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA:

The bids must conform to the specifications and terms and conditions given in the enquiry. Technical brochures of all the offered equipment have to be submitted. Bids shall be rejected in case the equipment offered do not conform to the required parameters stipulated in the Technical Specifications, Special Conditions of the contract and Scope of Supply, Works and Services.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

B.1 TECHNICAL:

1. The bidder must be authorized service/ solution provider/integrator of the OEM of major equipment [Projector OEM, Centralized Control processor OEM and Audio Mixer/Digital Signal Processor OEM] for the quoted solution since minimum last 2 year. Authorization letter from the OEM for this tender must be submitted along with the techno-commercial bid to this effect.
2. The bidder must be in the business of providing similar Audio Visual solution in Board/Conference room of Govt. organization/PSUs/Corporate offices in the last 3 years from the date of closing the tender.
3. The bidder must have executed (i) **Three (03)** completed orders of "similar works" each costing not less than **Rs. 17 lakhs** or (ii) **Two (02)** completed orders of "similar item" each costing not less than **Rs. 25 Lakhs** or (iii) **One (01)** completed order of "similar item" each costing not less than the amount equal to **Rs. 50 lakhs** in last five (05) years. For this purpose, the period shall be reckoned prior to the date of closing of Bid.

"Similar works" shall be defined as **"Supply, installation & commissioning of Audio-Visual System/facilities along with required civil/electrical work in any Govt. organisation/PSUs/Corporate offices"**.

To this effect, Bidder should submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents

(indicating respective contracts/LOI/NOA 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/work cited in Para 2 and 3 above.

4. Bidder must have supply and support base in National Capital Region (NCR). Address proof of the supply and the support base should be provided along with techno-commercial bid.

B.2 COMMERCIAL REJECTION CRITERIA

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

1.0 Proof of the sale/issue of bid document along with techno-commercial bid.

- 1.1 The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, should be sent by the bidder along with the offer.

- 1.2 Bidders downloading the bid document from the website should ensure to submit "Cost of Bid Documents" along with the Bid in the form of Demand Draft. Bids using such downloaded bid documents without proper "Cost of Bid Documents" will be summarily rejected.

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

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

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IV**, Scope of Work/ technical Specifications and Technical term & Conditions at **Annexure III** and Instruction to Bidders at **Annexure I**.

4.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee for Rs. 1,12,500/- along with the offer (Refer **clause 14** of Instruction to Bidders at **Annexure I**).
- b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid for **90 days** from the date of closing of bid.
- d) Offers where prices are not firm during the entire duration of the contract

- and/or with any qualifications.
- e) Offers which do not conform to DGH's price bid format.
 - f) Offers which do not confirm to the mobilization period indicated in the bid.
 - g) Offers which do not confirm to the contract period indicated in the bid.
 - h) Offers not accompanied with a **copy of valid registration certificate under Service Tax Rules** or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).
 - i) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
 - j) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.

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

C. Price Evaluation Criteria

1. Evaluation of bids: - The price comparison of bids will be done on the basis of "Grand Total" including taxes & duties as per the Price Format and the job will be awarded to the successful bidder whose bid has been determined in full conformity to the bid documents and has been determined as the lowest evaluated bid.

1.1 Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax rules 1994 (as amended from time to time) and clearly indicating the applicable rate of service tax (along with rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid. Details of abatements / deductions available, if any, should also be indicated specifically.

1.2 In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.

2. Total price shall be inclusive of Custom Duty, Excise Duty and Service Tax, VAT/Work Contract Tax (Central or State), if any in addition to any other statutory levies along with Transportation and Insurance charges.

3. In the event of computational error between unit price and Net Amount, unit price shall prevail and adopted for evaluation.

D. General:

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

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. On site inspection will be carried out by DGH's officers / representative /Third Parties at the discretion of the DGH.

Appendix 8**1.0 BIDDER'S EXPERIENCE****BIDDERS PAST EXPERIENCE PROFORMA FOR SIMILAR JOBS**

Sl. No.	Name & Address of parties with whom jobs were carried out	Purchase / Work order details - Purchase / work order No., date and value	Year of Supply & period of work executed with date	Contact details (Name, Phone No., Designation, email id) of persons with whom references can be made

NOTE:

1. The copy of Purchase / work order in support of the above should be attached, failing which the bid shall be considered as incomplete and rejected.

SIGNATURE: -----**DESIGNATION: -----****COMPANY: -----****COMPANY SEAL****DATE: -----**

ANNEXURE-III

SECTION - A

1.0 SCOPE OF ENQUIRY

- 1.1 This procurement specification covers design, engineering, supply, and packing, transportation from place of manufacture to site, installation, integration, testing, commissioning and performance testing of the complete Audio Visual system along with electrical/civil work mentioned in the scope of work for DGH conference room on the 2nd Floor on Turn Key basis.
- 1.2 The Bid document includes the detailed information of the project (SECTION B), Scope of Supply, Works & Services (SECTION C), Technical Specifications and Special Conditions (SECTION D).
- 1.3 Bidders must take cognizance of all the sections of this document. Similarly, bidders must submit their price bids as per the formats given in Annexure-V.

SECTION – B

PROJECT INFORMATION

I. Introduction:

Directorate General of Hydrocarbons (DGH) is an upstream advisory & technical arm under Administrative control of the Ministry of Petroleum & Natural Gas to promote sound management of the Indian petroleum and natural gas resources. Its Office is located at Tower A, OIDB Bhawan, Sector - 73, Noida (UP).

DGH proposes to install an Audio-Visual system along with electrical/civil works based on latest State- of- the- Art technology for its Conference room located on 2nd Floor.

II. Audio Visual system over view, electrical/civil works & Technical specifications:

The project envisages Audio Visual system consisting of LCD Projector, Motorised Screen, Switching equipment, Control System, Touch screen, Audio & its processing system etc. Detailed requirements with Technical specifications of the equipment are mentioned in Section – D1.

Details of electrical/civil works are described in the price schedule/price format at Annexure-V of the bid document.

IV. Scope of Work:

The Scope of work shall include in general but not limited to Supply, Installation, Testing, commissioning and Integration of complete **Audio Visual** system along with electrical/civil works for DG Conference room at 2nd floor, DGH, Noida in OIDB Bhawan. The vendor shall take single point responsibility on turnkey basis to execute the entire scope of work for Supply, Installation, Integration, Testing and Commissioning of the audio-visual system along with electrical/civil work for DG conference room.

V. Operational training and familiarization:

The contractor shall impart training to five DGH personnel at the site for operation, administration & maintenance of the equipment.

VI. Completion Schedule:

The complete project is required to be completed within 2 months from the date of placement of the order/LOA.

VII. Warranty & Maintenance:

- a) The contractor shall provide Guarantee that every work executed under this contract shall be free from all defects and faults in materials, workmanship etc. and shall be of the highest grade and consistent with established and accepted standards for materials and workmanship of the type ordered and full conformity with the specifications and equipment shall satisfy its intended use.
- b) Workmanship and operation of all the equipment, accessories etc. supplied by the contractor shall be under warranty for a period of minimum 12 months from the date of taking over the system / acceptance of the work by

the DGH at the site as mentioned in specifications. Contractor shall provide the total maintenance of the equipment / systems during warranty period.

- c) It shall be obligatory on the part of contractor to modify and/or replace any hardware and modify the operating, application and diagnostics software free of cost, in case of any malfunction is revealed during operation after taking over within the warranty period and during the AMC period. Also the contractor must do corrections and up gradation of the software during warranty.
- d) During warranty period, for optimizing the **Audio Visual** system as whole, during initial period of usage/acquaintance, the Contractor has to deploy one service engineer (from the date of handing over/acceptance of the **Audio Visual** system) for a minimum period of two weeks in general shift (9am to 6pm) at DGH, Noida for assisting in smooth operation/use of the system by various users and also for customizing configuration by way of proper selection existing software/hardware features of the **Audio Visual** system.
- e) Contractor shall supply manpower support for important events (4 events in a year).

VIII. Annual Maintenance Contract:

- (a) The bidder shall undertake take post warranty comprehensive Annual Maintenance Contract (AMC) for a period of 3 years, for the entire **Audio Visual** system/facilities.
- (b) The scope of work for AMC is given in Section – D2 in the Tender document under special Conditions of the Contract.

IX. Site Visits by Bidders:

In their own interest, BIDDERS are advised to visit the site (DGH) to acquaint themselves with the site conditions, assess requirement of civil & electrical, cabling work, positioning of the equipments & accessories etc. prior to submission of BIDS.

SECTION - C**SCOPE OF SUPPLY, WORKS & SERVICES****i) AUDIO & VISUAL SYSTEM/FACILITIES IN DG CONFERENCE ROOM:****General:**

1. The Scope of work shall include in general but not limited to Supply, Installation, Integration, Testing and commissioning of complete Audio Visual system for DGH, Noida. The scope of work mentioned in the different parts of this document is to be performed as per the specifications and conditions.
2. The scope of work includes design and engineering of AUDIO VISUAL system for DGH and should provide turn-key solution and include any missing item(s) for the successful implementation.
3. Bids must be complete with all equipment and required accessories along with necessary power supply system for the equipment, mounting and fitting hardware, plugs, sockets, Connectors, all types of Audio Video cables and any hardware/software, etc. as required for complete installation of the System under this project. The minimum suggestive technical specifications are mentioned in this Tender.

Seating capacity of Conference Room: 19 persons

The scope of work covers but NOT limited to:

A. Supply and installation of projection system:

1. Supply, installation, testing and commissioning of projector as per the technical specifications.
2. Supply, installation, testing and commissioning of projector in existing lift .The Vendor has to make site visit before submitting the tender to ensure that projector quoted by him will fit in existing lift.
3. Supply, installation, testing and commissioning of motorized projector screen in the front wall.
4. Supply, installation, Testing and commissioning of Switcher, Scaler and cable cubby and all necessary devices required to make proper presentation from all input ports in the conference room.
5. Supply, Installation, testing and commissioning of Interactive device and required software to make device interactive & functional.
6. Supply, installation, programming, testing and commissioning of single point control system (Switcher, touch Panel, Software, Cables & Connectors etc.) for projector and Lighting system in the conference room.
7. Supply, installation, testing and commissioning of required cables of all types (Audio, VGA, HDMI, CONTROL and POWER etc.), connectors, converter and Cable cubby etc.
8. The provision for manual operation apart from automated control from the touch

panel through projector remote and switcher with proper labeling and naming.

9. Supply, installation, testing and commissioning of any consumables, items, materials required, Civil and Electrical work required to complete the solution in all respect is part of installation and commissioning jobs in BOQ.

B. Supply and installation of Audio system:

1. Supply, installation, testing and commissioning of mixer as per the technical specifications.
2. Supply, installation, testing and commissioning of speakers as per the technical specification.
3. Supply, installation, testing and commissioning of cables, connectors, convertors, etc. to integrate the whole solution.
4. Supply, installation, testing and commissioning of Microphones (cardoid, handheld, lapel etc.) as per the technical specifications.
5. Supply, installation, testing and commissioning of any consumables, items, materials required, civil and electrical work (if any) required to complete the solution is part of installation and commissioning head in BOQ.

C. Supply, installation and integration of Existing Video Conferencing system in the solution:

1. Integration of existing camera, audio and projection to existing video- conferencing system.
2. Supply, installation, testing and commissioning of any consumables, items, materials required, civil and electrical work (if any) required to complete the solution is part of installation and commissioning job in BOQ.

D. Supply and installation of Collaboration System:

1. Supply, installation, testing and commissioning of collaboration system as per the technical specifications.
2. Integration of the collaboration system with supplied and installed audio and projection solution.
3. Supply, installation, testing and commissioning of any consumables, items, materials required, civil and electrical work (if any) required to complete the solution is part of the installation and commissioning job in BOQ.

E. Supply and installation of Control System:

1. Supply, installation, testing and commissioning of control processor to control all devices via touch panel.
2. Supply, installation, testing, commissioning and programming of control processor with touch panel through Wi-Fi device.
3. Supply, installation, testing and commissioning of any consumables, items, materials required, civil and electrical work (if any) required to complete the solution is part of installation and commissioning head in BOQ.

F. Operation and Maintenance:

Comprehensive Maintenance of whole solution on all working days during

warranty and post warranty AMC period. However, if required, vendor may be called on Sundays / holidays as per instructions from Engineer-in-charge of DGH. Besides maintenance of items supplied, the vendor has to timely intimate DGH about the functionality of devices and may have to assist DGH engineers / technical personnel in conducting jobs. Vendor also has to train DGH technical team through training program. The Vendor has to provide Complete Audio Visual installation report consisting of Technical documentations and Standard Operating Procedures (SOP) to use the system. Vendor is required to perform the following during warranty and post warranty AMC period:

1. Preventive Checkup of whole solution (Audio, video and projection systems) is to be done on quarterly basis along with submission of report in this regard in mutually agreed format to Engineer-In- Charge.
2. Replacement and / or repair of any faulty items / parts as and when required to ensure smooth operation of systems. In case, repair of any faulty items / parts could not be done within 48 hours from the time of attending the call, the same is to be replaced with equivalent item before sending it outside for repair within next 48 hours for uninterrupted operation of audio / video and projection systems in the venue.
3. Timely intimation to client about lamp usage and any kind of consumable items required for operation of system.

G. Service Level Agreement [SLA]

1. Vendor should provide a telephone no. and email address where complaints may be registered. This telephone number and email id should be operational six days of week between 9 a.m. to 6 p.m. for registering complaints.
2. Vendor needs to provide the single point of contact for registering complaints and taking up of any issues further.
3. Vendor needs to provide the escalation Matrix together with the Management Summary Chart.

H. Annual Maintenance Contract:

1. The bidder shall undertake take post warranty comprehensive Annual Maintenance Contract (AMC) for a period of 3 years, for the entire **Audio Visual** system.
 2. The scope of work for AMC is given in Section – D2 in the Tender document under special Conditions of the Contract.
- I.** The operation and maintenance will start from the date of completion of the work. The total duration will be **Four (04) years which include 1 year warranty and 3 years extended support** from the date of completion of work.

ii) ELECTRICAL/CIVIL WORKS IN DG CONFERENCE ROOM:

Comprehensive/complete details/scope of work for electrical/civil works is mentioned at Annexure-V of the bid document.

SECTION – D1

Technical Specifications of Audio-visual systems & Sub-systems

Notes:

1. Bidder to write Yes / No against each point under the “**Compliance**” column.
2. Bidder has to submit brochures in support of all compliances made under Compliance column of all Annexure of Technical specifications & Features (Section D-1) and mention relevant pages from product brochure (accompanying this bid) which supports the response under “**Remarks**” column and the relevant section should be highlighted using a marker, failing which the bid will be considered incomplete. DGH reserves the right to summarily reject the bid in case such provision is not complied with.
3. Bidder is required to tick the Make / Brand of the equipment being quoted.

PROJECTOR

Make: EPSON/SONY/BARCO/CHRISTIE

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	Type:	WUXGA		
1.2	LUMEN	> 5000		
1.3	Aspect ratio	16:10		
1.4	Contrast Ratio	Minimum 2500:1		
1.5	Professional AV Connectivity: i. HDMI ii. HD – 15 pin Audio inputs iii. s – video input iv. RS 232 & Ethernet control v. USB A & B Type vi. Lens vii. Lens Shifting	Minimum: 2 1 1 Yes Yes Standard Min. 5%, both horizontal & Vertical		
1.5	ELECTRICAL			
	A. Input Voltage	220 – 240 V AC, 50/60 Hz		
1.6	ENVIRONMENTAL SPECIFICATIONS			
	A. Operating Temperature	-10°C ~ +45°C		
	B. Operating Humidity	Upto 90% RH		
1.7	CERTIFICATIONS	UL, CE, FCC		

MOTORISED SCREEN

Make: ELITE/GRANDVIEW

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	Screen Size:	137 " Diagonal		
1.2	Material	Mat white Fabric		
1.3	Height	72.5"		
1.4	Width	116"		
1.5	Application	Motorised		
1.6	Remote / Switch screen	LCV control		
1.7	Switching Position	UP, DOWN, STOP		
1.8	Electrical 1. Input Voltage/Current	100 ~ 240V AC $\pm 10\%$, 50/60Hz, 3 ~		
1.9	Environmental 1. Operating Temperature 2. Operating Humidity	-10°C ~ +45°C Up to 90% RH		
1.10	CERTIFICATIONS	UL,CE, FCC		

Switcher cum Scaler

Make: Kramer / Extron / Crestron / AMX

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Inputs (Minimum)	HDMI: 10 Analog (VGA) : 2 Stereo Audio : 1 Mic : 2		
2	Output ((Minimum)	HDMI: 2 S/PDIF: 1 Stereo Audio : 1		
3	Bandwidth	Up to 1080p		
4	Latency	< 2 Frames		
5	Controls	HDMI input selector buttons, Mute, Menu & Navigation buttons, RS – 232, IR, Ethernet,		
6	Power	Voltage: 100 – 240 V AC Consumption: < 22 VA		
7	Environment	Temperature: 0° – 40 ° C		

HDMI ,VGA Switcher / Scaler

Make: Extron / Atlona / Kramer

S.NO.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Inputs	3 Nos. (HDMI & VGA)		
2	Output	HDMI		
3	Video Resolution Scaling	Min. 1920x1200		
4	Control options	TCP / IP & RS- 232		
5	Set up options	Variable input / output resolutions, control of contrast, brightness, hue & sharpness		
6	No. of Audio IN / OUT	1 Each (Min.)		

Touch Screen

Make: Wacom

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	Size	21.5"		
1.2	Type	LCD IPS (interactive)		
1.3	Resolution	1920x1080 HD		
1.4	Inputs	Anlog RGB/Digital DVI		
1.5	Pressure level	1024		
1.6	Screen	Express key and adjustable Tilt		
1.7	No. of USB ports	Min. :2		
1.8	Viewing Angle	Min. : 170 degree		
1.9	Contrast ratio	Min.: 900:1		
2.0	Response time	14 ms maximum		
2.1	Touch	Multi touch		
2.2	Connection Type	USB		
2.3	Certification	FCC, KCC		

Cable Cubby

Make: Extron/Kramer/Crestron

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Cable Cubby			
1.1	Type No. Of Cables	Architectural Adapter Plates 3 nos. Of data cable (Video , Audio)		
1.2	Pass through Connectivity	Any type – - can be pulled through the opening in the adjustable panels -Varying cable diameters & connectors		
1.3	Multi region power outlet.	1 No.		

Wireless Presentation Device

Make: Kramer / Barco

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	Operating system	Windows 7/8/8.1/10 32 & 64 bit Mac OSX 10.10/10.11/10.12 (Sierra) Android v5 & v6 iOS 8, 9 & 10		
1.2	Video outputs	1x HDMI		
1.3	Frame rate	Up to 30 fps		
1.4	Output resolution	1920x1200		
1.5	Noise Level	Fanless		
1.6	Number of sources simultaneous on screen	2		
1.7	Number of simultaneous connections	16 Audio Via HDMI, analog via Audio Jack 3.5mm,		
1.8	Compatibility	iPad, iPhone and Android		
1.9	No. of USB Button	Minimum 2		
1.10	Sharing requirements for	documents, browser, camera for both Android and iOS devices Authentication protocol		
1.11	Connections	1 Ethernet LAN 3 Nos. USB Audio Analog Line out Digital S/PDIF		
1.12	Certification	FCC, CE		

INTEGRATED CONTROLLER

Make: AMX / Extron / Crestron

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	RAM	512 MB, Min.		
1.2	Processor Speed	1600 MIPS		
1.3	FLASH Memory	8 GB		
1.4	No. of Serial Ports	Min. : 4		
1.5	No. of IR Ports	Min. : 4		
1.6	No. of I/O Ports	Min. : 4		
1.7	No. of Relays	Min. : 4		
1.8	Protocol support	IPv4 & IPv6		
1.9	No. of NIC	2		
1.10	Certification	UL, IEC		
2	Power Supply for Controller			
2.1	Required for	Control Processor		
2.1	Current / Voltage	4.4 A DC / 13.5 V DC		
2.2	Connector types	3.5 mm Phoenix with retention screws		

i-PAD

Make: Apple

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1.1	Model	Apple Airpad 2		
1.2	RAM	2 GB		
1.3	Internal storage	16 GB		
1.4	Touch Pad size	9.7"		
1.5	Operating System	iOS 8.1 or above		
1.6	Processor & speed	Dual Core, A8X 1.5 GHz		

MICROPHONES

Make: Audio Technica /AKG /ClearOne

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Color Wireless Microphone with complete Tx / Rx pack & accessories			
1.1	Frequency Range	470 MHz – 950 MHz		
1.2	Audio Bandwidth	60 Hz-20 KHz		
1.3	S/N Ratio	➤ 110 dB or better		
1.4	Modulation	FM		
2	Handheld Wireless Microphone with all accessories			
2.1	Frequency Range	470 MHz – 950 MHz		
2.2	Audio Bandwidth	60 Hz-20 KHz		
2.3	S/N Ratio	➤ 110 dB or better		
2.4	Modulation	FM		
3	Cardioid Condenser Boundary Microphone with Local or Remote Switching			
3.1	Type	Fixed-charge back plate, permanently polarized condenser		
3.2	Audio Bandwidth:	30-20,000 Hz,		
3.3	Impedance	200 ohm,		
3.4	Sensitivity:	–34 dB or better(19.9 mV)		
3.5	S/N Ratio	65 dB or better.		
3.6	Switches Activation:	on/off;		
3.7	Switch function	Press on/off, momentary on, momentary off;		
3.8	Control	Local, remote, LED remote; Flat, roll-off		

Digital Signal Processor

Make: Clearone /BiAmp/BSS

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Digital Signal Processor with features & facilities			
1.1		12 Mic / Line inputs with AEC		
1.2		Automatic Gain and Level controls for audio clarity		
1.3		Acoustical Echo Cancellation (AEC) over Full-bandwidth		
1.4		Built-in VoIP – 2 lines +3 lines (license)		
1.5		Built-in Telco with ClearEffect™ processing		
1.6		Built-in USB for PC-based conferencing		
1.7		Built-in Dante for networked audio		
1.8		Reduced footprint and power consumption, VoIP/POTS conferencing		
1.9		PC-based conferencing & Unified Communications		
1.10		Sound Reinforcement applications		
1.11		Dante for audio networking		

Stereo AmplifierMake: Atlona/Crown/Extron

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Stereo Amplifier			
1.1	Power Output	2X20 Watts		
1.2	Gain	32 dB		
1.3	Frequency Response	20 Hz to 20 KHz		
1.4	S/N Ratio	> 80 dB (at Max. output)		
1.5	Harmonic Distortion	< 1% (1 KHz), 0.3% (20 KHz)		
1.6	Input Impedance	Input 1 & 2: > 10 KΩ		
1.7	Output Impedance (3.5mm Loop Out)	50Ω stereo		
1.8	Speaker out	4 ~ 8Ω Amplifier		
1.9	Stereo Channel Separation	>75dB from 20Hz to 20KHz		
1.10	Common Mode Rejection Ratio	70dB from 20Hz to 20KHz		
1.11	MIC Audio Detection Delay	< 1ms		
1.12	Bridged operation	40 W x 1		

Ceiling Speaker

Make: Tannoy/JBL/Bose

S.No.	Parameters	Specifications	Compliance (Yes or No)	Remarks
1	Ceiling Speaker with following features			
1.1	Frequency Range	85 Hz – 25 KHz		
1.2	Power Capacity	30 Watts		
1.3	Continuous Program Power	15 Watts		
1.4	Nominal Sensitivity	86 dB SPL @ 1 metre		
1.5	Cross over Frequency	3.5 KHz		
1.6	Rated Max. SPL	98 dB @ 1 metre		

SECTION – D2**SPECIAL CONDITIONS OF CONTRACT****1. Standards of the works:**

The works shall be in accordance with the details in the BID document. To the extent that the standard of the works has not been specified in the BID document, the successful Bidder shall use good quality materials, techniques and standards and execute the works with care, skill and diligence required in accordance with best practice.

2. SPARES:

The successful Bidder shall maintain spares or replacement parts for a period of Four (04) years from the completion certificate date. Such spares or replacement parts should be fully compatible with similar items supplied against this tender. **The bidder shall submit a certificate from OEM confirming spares and technical support for at least 4 years.**

3. SOFTWARE

Unless otherwise stated in the bid document, the successful Bidder shall be responsible for providing all latest software and associated documentation necessary for the satisfactory operation of the equipment. The successful Bidder shall also provide free of cost any software upgrades which the OEM shall make available during warranty and AMC period.

4. DOCUMENTATION:

Extensive documentation shall be provided on installation, integration, operation, administration, programming details and maintenance of the various equipment. Three complete sets of hard copy & soft copy should be provided.

The documentation shall necessarily cover the following:

- 4.1 User's operation, administration and maintenance manuals.
- 4.2 Programming Manuals.
- 4.3 Installation drawings, wiring charts, layout of cables etc.
- 4.4 Detailed Engineering Diagram, signal flow / cabling diagram indicating the complete cable routing and integration of the various equipment blocks, in the system.
- 4.5 User's and technical manuals for all equipment.
- 4.6 System test plan, calibration reports, preventive maintenance charts etc.
- 4.7 All the system software, application software, compatibility software, Maintenance and operation software.

5. ACCEPTANCE TEST

The equipment and hardware shall be inspected as follows.

- 5.1 Physical inspection at site prior to installation.
- 5.2 Post installation testing of individual sub-systems.
- 5.3 Overall system testing, functional integrity testing, Performance evaluation and acceptance.
- 5.4 These tests shall be conducted by the contractor at his own expense to demonstrate the capability, guaranteed performance and compliance with the specifications and scope. The contractor shall arrange for all consumables and experienced personnel. Copies of the final report shall be submitted for overall system acceptance. Contractor shall give the details of System

Acceptance tests / protocols for the integrated system as per the OEM recommendations.

6. COMPREHENSIVE ONSITE ANNUAL MAINTENANCE CONTRACT (AMC) FOR AUDIO-VISUAL SYSTEM/FACILITIES:

- 6.1 The Audio Visual system being supplied, installed, integrated and commissioned is required to be maintained for 03 (Three) years after warranty period. The system is required to be fully operational on all working days. The bidder must quote for providing post warranty maintenance service through **Onsite Comprehensive Annual Maintenance Contract (AMC)** for a period of Three (03) years. This AMC shall be applicable to all items, hardware and softwares supplied under audio-visual system/facilities and mentioned in **Price Schedule/Price Format of Annexure-V**.
- 6.2 Contractor shall periodically depute service engineer to carry out Routine Preventive maintenance during the entire warranty & AMC period. The service engineer(s) so deputed shall be qualified and fully conversant with the operation and maintenance aspect of the Audio Visual system and sub-systems supplied against this tender/purchase order.
- 6.3 The service engineer shall be required to check the health of the system on quarterly basis/ as per the maintenance schedule recommended by the manufacturers (OEMs). Any defect or breakdown observed or reported by DGH personnel shall be attended immediately. Contractor has to submit the report to DGH, at the time of quarterly AMC payment.
- 6.4 Contractor shall maintain vital spares at their office to restore the system immediately in case of breakdown during warranty and AMC period.
- 6.5 Any breakdown of the system or part of the system shall be attended immediately and resolved within a period of 24 hours for minor equipments failure and 48 hours for major equipments failure. Systems related to Projector, Screen, touch pad, Switcher/Scaler and Digital Signal Processor (DSP) shall be treated as major equipment and other equipment accessories as minor equipment.
- 6.6 In case of non-fulfilment of obligations as mentioned in para 6.5, penalty @ Rs. 100/- per day per equipment for minor failure, @ Rs. 500/- per day for major failure subject to ceiling of 10% of AMC value. However, in case of complete shutdown of the AV system due to any equipment/s failure, payment of quarterly AMC charges will be made after deduction of AMC charges on pro-rata basis for shut down period.
- 6.7 The payment for AMC shall be released quarterly after providing satisfactory services.

7. TIME SCHEDULE:

Time is the essence of this project. Renovation of DG conference room i.e supply, installation & commissioning of Audio-visual system/facilities along with electrical/civil work in the DG conference room is to be completed **within two (2) months** from date of issue of Purchase Order/ Letter of Award.

8. OPERATIONAL TRAINING & FAMILIARISATION:

- 8.1 The contractor shall conduct familiarization programme for DGH personnel at site.
- 8.2 The contractor shall impart training to DGH personnel at site on operation, programming, administration, maintenance and trouble shooting of the equipment.

9. BIDDER TO OBTAIN OWN INFORMATION:

- 9.1 In their own interest, BIDDERS are advised to visit DGH and see the conference room, prior to submission of BIDS, to acquaint themselves with the site conditions, availability of space, availability of facilities etc. at their own cost.
- 9.2 During such visit, BIDDERS may interact with HOD (IT) (for audio-visual system), HOD (HR & Admin) for civil/electrical work and obtain information regarding exact requirement of proposed job/work.

10. **FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:**

Date of completion of the project shall be the essence of the contract. If the contractor/supplier fails to complete/deliver the project as per clause 7 given above or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

- (b) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the release / delivery order price per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be up to a ceiling of 10% of contract value which the contractor/supplier has failed to deliver within the period fixed for delivery Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Liquidated damages will be calculated on the basis of contract/supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

OR

- (b) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.
11. Payment will be made as per actual after satisfactorily completion of work as per scope of supply/work and tender conditions within 30 days of receipt of invoice.
12. Contractor shall be allowed to work in conference room for 08 hrs in a day/night, depending on the availability of room.
13. All tools/tackles required for completion of work will be arranged by the contractor.
14. The work shall be under the supervision of:
 - 14.1 **Audio-Visual System /facilities:** HOD-IT or his authorized representative.
 - 14.2 **Civil/Electrical work:** HOD (HR & Admin) or his authorized representative.

Appendix 9**SCHEDULE OF DEVIATIONS FOR TECHNICAL SPECIFICATIONS**

All the deviations from the technical specifications shall be filled-in by the BIDDER clause by clause in this schedule.

Sl. No.	SECTION	SPECIFICATION NO.	CLAUSE NO.	DEVIATION

The BIDDER hereby certifies that the above mentioned are the only deviations from the client's Technical specifications for this enquiry. The BIDDER further confirms that in the event of any other data and information presented in the BIDDER'S proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the Client's technical specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

SIGNATURE: -----

DESIGNATION: -----

COMPANY: -----

COMPANY SEAL

DATE: -----

ANNEXURE-IV**MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT**

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part. Whereas DGH is desirous of (description of services) for carrying out DGH’s operations conforming to specifications as set forth in the Scope of Work at **Annexure-III** of this agreement. And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out DGH's operations as referred to herein and has submitted a bid for providing the required services against DGH's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the DGH from time to time. And Whereas DGH's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent / Notification Of Award vide its letterdated.... On the CONTRACTOR. Now it is hereby agreed to by and between the parties as under:

1.0 DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 DGH:

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

1.3 SITE

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 DGH'S SITE REPRESENTATIVE Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary written consent of DGH.

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

1.10 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

1.11 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

1.12 WORKS / OPERATIONS:

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.13 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.14 MOBILISATION:

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

1.15 DEMOBILISATION:

Shall mean the removal of all things forming part of the mobilization from the site designated by DGH. The date and time of DGH's acceptance shall be treated as the date and time of demobilization

1.16 DRAWINGS:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the CONTRACT together with modification and revision thereto.

1.17 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.18 INSPECTORS:

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

1.19 TESTS:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by DGH or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.20 FACILITY:

Shall mean all property of the DGH owned or hired by DGH.

1.21 THIRD PARTY

Shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.22 APPROVAL:

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.23 SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

1.24 GROSS NEGLIGENCE

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

1.25 WILLFUL MISCONDUCT

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 SCOPE OF SUPPLY / WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-III**

3.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

3.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract. This date of issue of LOA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION TIME: Contractor has to mobilize the manpower and required material mentioned in the Price Schedule/Price format in such a manner to complete the work/project within the time schedule.

3.4 DURATION OF CONTRACT: The contract shall be for the period of time schedule mentioned in Annexure-III or till completion of the work/job.

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

4.1 Perform the work described in the Scope of Work / Technical Specifications (**Annexure III**) in most competent manner both technically & systematically and also in economic and cost effective manner.

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

4.3 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.

4.4 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.

4.5 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.

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

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

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

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

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

6.1 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 the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of Work / Technical Specifications (**Annexure -III**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

6.0 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.

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

7.0 WARRANTY AND REMEDY OF DEFECTS

7.1 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 Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

7.2 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, 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.

8.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication: HOD (MM) Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

(b) For Technical information: HOD (IT) and HoD(HR) Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax:.....

9.0 DUTIES AND POWER /AUTHORITY :

9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

10.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only

when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-III**), as per the Price Format at **Annexure-V**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

11.2 All Bills along with relevant supporting documents shall be submitted in triplicate to the addressee at **8.1 (b)** above.

11.3 Clear (undisputed) invoices with original supporting documents duly countersigned by DGH's representative/ engineer wherever applicable will be submitted at the end of satisfactory completion of Works / Services / Project by the CONTRACTOR to DGH and payment shall be made within 30 (thirty) calendar days from the date of receipt of invoice at the above office (Unless otherwise specified in the Special Conditions of the Contract)

The original invoice should also accompany the following documents/ details: 1) Along with invoice: Following documents / details should be invariably furnished along with the invoice:

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in **Annexure-I** (i.e. 'Instructions to bidders') of bid document.
- c) 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).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.

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

In addition to the said particulars submitted alongwith the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, along with full details.

11.4 In the event of any dispute in a portion or whole of any invoice, DGH shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

11.5 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1 Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Customs Duty, Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.4 Personnel taxes

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

12.5 Corporate taxes

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

12.6 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

12.7 It is noted that CONTRACT u/s 195 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

13.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

14.0 PERFORMANCE BOND

14.1 The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ i) 7.5 % of the Total contract value (except total charges towards AMC of AV system) valid for a period of two months beyond the warranty period and ii) 7.5% of the AMC charges of AV system for period of two months beyond the period of Annual Maintenance contract, towards performance under this 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.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

15.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 (seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.

16.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws. CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy. The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

16.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

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

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

17.0 SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall

not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

18.0 STATUTORY REQUIREMENTS

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

19.0 INSURANCE

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 16** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or subcontractor's and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **20.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subcontractor's or subcontractor's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subcontractor's or subcontractor's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **20.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel.

20.2 Indemnity by DGH:

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **20.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **20.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

21.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 25**.

21.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

21.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **14 day's** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

21.5 Termination for delay in mobilization

Successful bidder shall be required to mobilize complete equipment along with crew for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilize as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 21.1 to 21.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

21.8 In the event of termination of contract, DGH will issue 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.

21.9 Consequences of termination

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

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

21.9.3 In case of termination of Contract herein set forth, except under **21.1, 21.2 and 21.7**, following actions shall be taken against the Contractor;

(i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

22.0 SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

23.0 WITHHOLDING

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of: 23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

23.1.2 Contractor's un-cleared debt arising out of execution of the Contract.

23.1.3 Defective work not remedied by the Contractor.

23.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid

indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

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

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

24.0 CHANGE IN LAW

24.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

24.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

24.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion / mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

24.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if

any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

24.6 Notwithstanding the provision contained in clause **24.1 to 24.4** above, the DGH shall not bear any liability in respect of :

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

25.0 FORCE MAJEURE

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 shall be suspended for the period during which such cause lasts. For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds. Upon the 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, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

27.0 PREFERENCE TO LOCAL COMPANIES

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

28.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, 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 the Courts at new Delhi (the place where the CONTRACT is signed in India).

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

29.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.

29.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

29.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

29.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

29.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

29.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the

provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

30.0 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

31.0 INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

32.0 PATENT INDEMNITY

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

32.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

32.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract

arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

33.0 INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties. Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

34.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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 OIDB 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 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 of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

ANNEXURE-V**PRICE SCHEDULE/ PRICE FORMAT****A. for Audio-Visual System/facilities:**

Sr. No.	Item Description	Qty.	Unit of Measurement	Unit Rate (Rs.) (Exclusive of Taxes)	Tax Rate	Payable taxes on unit rate as per tax rate mentioned in respective previous column (R)	Net Amount (Rs.)
		Q		U	R	T	N= Q (U+ T)
1	Main Equipments						
1a	Projector: WUXGA, 5000 LUMENS 3LCD Source as per Technical specifications mentioned at Appendix-D1/1 of Annexure-III. (Make: Epson/Sony/Barco/Christie)	1	No.				
1b	Motorised Screen as per Technical specifications mentioned at Appendix-D1/2 of Annexure-III. Make :Elite/Grandview	1	No.				
2	Switching Equipments						
2a	Switcher cum Scaler as per Technical specifications mentioned at Appendix-D1/3 of Annexure-III. Make: Kramer/Extron/Crestron/AMX	1	No.				
2b	HDMI , VGA switcher / Scaler as per Technical specifications mentioned at Appendix-D1/4 of Annexure-III. Make: Extron/Atlona/kramer	1	No.				
2c	Touch screen of size 21.5 Inches as per Technical specifications at Appendix-D1/5 of Annexure-III. Make: Wacom	1	No.				
2d	Cable cubby as per Technical specifications mentioned at Appendix-D1/6 of Annexure-III. Make: Extron/Kramer/Crestron	1	No.				
3	Collaboration Equipments						
3a	Wireless Presentation Device as per Technical specifications mentioned at Appendix-D1/7 of Annexure-III. Make : Kramer/Barco	1	No.				
4	Control System						
4a	Controller including Power Supply as per Technical specifications at Appendix-D1/8 of Annexure-III. Make : AMX /Extron /crestron	1	No.				

4b	i-Pad as per Technical specifications mentioned at Appendix-D1/9 of Annexure-III. Make: Apple	1	No.				
4c	Application Software for Control processor to be installed in i-pad Make: AMX/Extron/Crestron	1	No.				
4d	Docking Station for Apple airpad 2 Make: Belkin /gefen	1	No.				
4e	Wi-fi access point for Controller Make: Cisco / Linkcess / Netgear	1	No.				
4f	IR probe (Emitter Cable)	4	Nos.				
4g	10 Port Gigabit Ethernet POE Managed switch Make: Cisco /Linkcess/Netgear	1	No.				
5	AUDIO SYSTEM						
5a	Color Microphone as per Technical specifications mentioned at Appendix-D1/10 of Annexure-III. Make: Audio technica/AKG/Clearone	1	No.				
5b	Handheld wireless Microphone as per Technical specifications mentioned at Appendix-D1/10 of Annexure-III. Make: Audio technica/AKG/Clearone	1	No.				
5c	Cardioid Condenser Boundary Microphones with Local or Remote Switching as per Technical specifications mentioned at Appendix-D1/10 of Annexure-III. Make: Audio Technica/AKG/Clearone	19	Nos.				
5d	12 Channel Digital Signal Processor (DSP) AEC as per Technical specifications mentioned at Appendix-D1/11 of Annexure-III. Make: Clearone /BiAmp/BSS	2	Nos.				
5e	Stereo Amplifier as per Technical specifications mentioned at Appendix-D1/12 of Annexure-III. Make: Atlona/crown/extron	6	Nos.				
5f	Ceiling speaker as per Technical specifications mentioned at Appendix-D1/13 of Annexure-III. Make: Tannoy/JBL/Bose	6	Nos.				
6	Lighting Dimmer - 4 zone Make: Lutron/Crestron /Amx	1	No.				

7	18 U rack, made of steel and having glass door, side panel, caster wheels, power strips with accessories Make: Valrack/Digital	1	No.				
8	Accessories - Cables & Connectors (Make: Kramer/Belkin/Gefen/Extron/Belden)						
8a	Heavy duty good quality moulded HDMI cable-50 feet	6	Nos.				
8b	Heavy duty good quality moulded HDMI to DVI D cable-50 feet	1	No.				
8c	Heavy duty good quality moulded HDMI to DVI D cable-35 feet	1	No.				
8d	Heavy duty good quality moulded HDMI to DVI D cable-6 feet	1	No.				
8e	Heavy duty good quality moulded VGA with audio cable- 35 feet	4	Nos.				
8f	Heavy duty good quality moulded HDMI cable- 3feet	2	Nos.				
8g	Heavy duty good quality moulded HDMI cable- 6 feet	10	Nos.				
8h	Heavy duty good quality moulded VGA cable- 6 feet	3	Nos.				
8i	Active USB Cable upto 8 metres of length	1	No.				
8j	High quality AV cables/connectors which include VGA, Speakers, Microphones, Audio and connecting cables/connectors, HDMI to DVI converter etc. which is not mentioned above but required for successful commissioning of the AV System. (Bidder to give details)	Lumpsum					
9	Any other item not specified in Bill of Material (SECTION E-1) but required to meet the Technical Specifications for successful installation & Commissioning of the entire system (Bidder to give details)	Lump Sum					
10	Services						
10a	Installation, Programming, System Integration, Testing and Commissioning of all equipment & accessories	Lump Sum					
10b	Comprehensive Annual Maintenance Charges (AMC) after expiry of Warranty period as mentioned in Section – D2 of Annexure-III.	3	Years				
	Total Amount (A)						

B. For Electrical/civil work:

Sr. No	Description of Items	Qty.	Unit of Measurement	Unit Rate (Rs.) (Exclusive of taxes)	Tax Rate	Payable taxes on unit rate as per tax rate mentioned in pervious respective column (T)	Net Amount (Rs.)
		Q		U	R	T	N = Q (U + T)
1	Providing and laying wooden frame inside conference room all walls with 50 mm glass wool filling having density of 24. providing and fixing wooden section vertical and horizontal of 2'x2' size for giving strength to outer ply and making wall structures with 1/2" thick marine grade ply , back side 0.8 mm laminate finish and front side finished 1/2" ply + 4mm ply then 4mm veneer. (Veneer-basic rate Rs. 120/- per sft). (Cost of polish shall not be counted separately it is all inclusive). Make: Board, ply and veneer - Greenlam/Century/Duro)	1250	sft				
2	Removal of old blinds from conference room, and shifting and installation of the same where required.	16	Nos.				
3	Providing and installation of glass wall films (3mm films) on inner side of glass walls of conference room	715	sft				
4	Removal of wooden flooring for removing old cables cutting and laying new race way of GI make (size 200 mm x 50 mm) & GI junction of size 200 mmx 200mm for new AV cables and covering, pasting them again with same wooden flooring with required repairing work.	510	sft				

5	Providing and fixing of wooden console made of 19mm board, pasting of laminate 0.8 mm inside and veneer 4 mm external with polishing (Cost of paint and polish shall not be counted separately) (Size: 14' X 1.6' X 3') (Make: Board, ply and veneer - Greenlam/Century/Duro) (Make: Hardwares - Hardwyn/Hafele/Hettich/Blum)	42	sft				
6	Supply, installation, Commissioning and Testing of the following lighting fixtures with lamps, and connecting to point wiring junction box, and supply of clamps, supports, flex. Conduits, hardware and electrical accessories etc. including earthing, as required for audio-visual system/facilities, as per approved drawings.						
6.a	Mirror optics Led Panels light 40w fitting-surface (600mmx600mm) cool white (Make: Philips)	8	no.				
6. b	10W LED ceiling concealed warm white ,and cool white light (Make: Philips)	16	no.				
6.c	03W LED ceiling concealed warm white ,and cool white light (Make: Philips)	2	no.				
6. d	LED rope light warm white colour for coves	180	rft				
6. e	Mirror optics Led Panels 40W fitting surface (1200mmx 300mm)cool white (Make: Philips)	5	no.				
7	CONFERENCE ROOM TABLE - providing and fixing new switches and sockets of 5/15 amp on tables and where ever required in conference tables, pulling and placing electrical wires on tables for laptop . Fixing / replacing wooden section holes made due to mike removal and insertion of new microphones and making tables suitable for conference room	8	nos.				

8	<p><u>Modular Grid Ceiling.</u>(Make-India Gypsum / Armstrong of size 600x600 mm) Providing & Fixing of Mineral Fiber, Suspended Ceiling System (Fine Fissured).</p> <p>INSTALLATION: To comprise main runner spaced at 1200mm centres securely fixed to the structural soffit by approved hangers at 1200mm maximum centre & not more than 150mm from spliced joints. The last hanger at the end of each main runner should not be greater than 600mm from the adjacent wall. 1200mm long cross tees to be interlocked between main runners at 600mm centre to form 1200 x 600 mm module. Cut cross tees longer than 600mm require independent support. 600 x 600mm module to be formed by fitting 600mm long cross tees centrally between the 1200 mm cross tees. The 1200mm cross tees to have central "birdsmouth" notches to facilitate fitting of 600mm cross tees. Wall angles in white colour to be secured to walls at 450 mm maximum centres.</p>	260	sft				
9	Providing and applying (Royal touch) plastic paint in ceiling of approved shade, including cleaning scrapping levelling the surface by required coats of putty and finished 3 coats of paint.(Paint Make: Asian Paints)	400	sft				
10	Providing & fixing of Carpet/solid wood of approved shade & design, if required	580	sqft.				
11	<p>Providing & installation of all necessary hardwares (hinges, tower bolts, door stopper, handles, locks) in wooden doors in SS finish as per approved design.</p> <p>Make: (Hardwyn/Hafele/Hettich/Blum)</p>	2	set				

12	Supply, Installation, Commissioning and testing of the electrical wires/ switches/ MCB's including earthing, as per drawing attached at Page No. 85 (Switches/MCBs Make: Legrand/ Norisys) (Wire Make: Havellls/ Finolex/ Polycab)	Lumpsum					
13	12mm toughened glass selves (2'x 2') with necessary hardware as per instruction of interior designer(Make: Saint Gobain/Modi Guard)	4	sqft.				
14	Supply & installation of Designer glass panel/leather panel/acrylic sheet, Size: 2' 6" W x 10' H	25	sqft.				
15	Existing pop work repairing	lumsum					
16	Breaking/ removing existing structure/ partions/panellings etc. & removal of malba from the existing premises as per the directions of Engineer in charge. Malba must be disposed off as per guide line issued by local concerned authority.	lumpsum					
	Total Amount in Rs. (B)						

Grand Total = Total Amount (A) + Total Amount (B) = _____

Grand Total in words:

Rupees _____

Note:

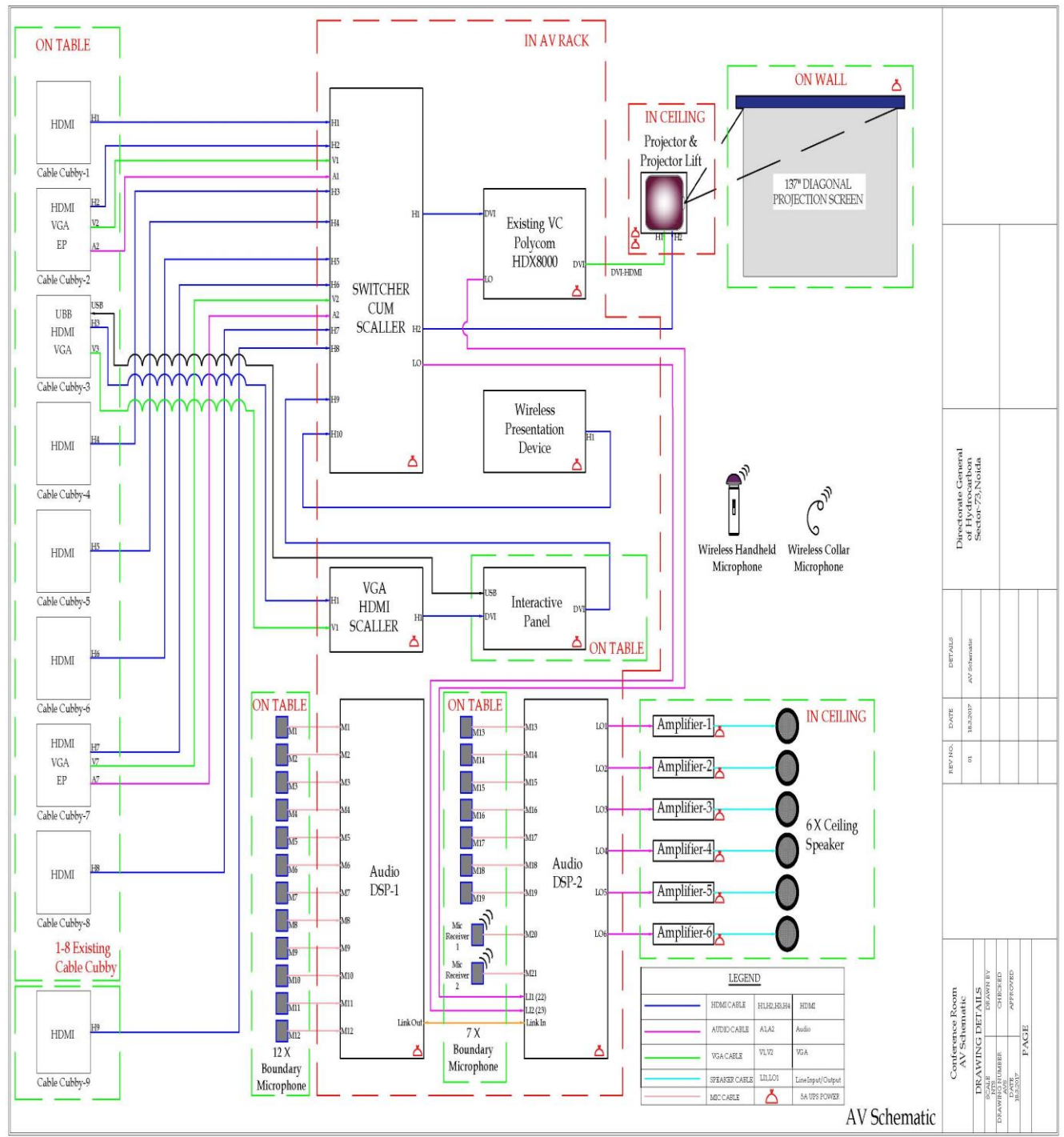
1. Grand Total should be inclusive of all applicable taxes, duties and other charges that may incurred to vendor during execution of the work.
2. In the event of computational error between unit price and Net Amount, unit price shall prevail and adopted for evaluation.
3. Bidder should strictly follow the price format. Bid containing price quoted in any other format will be rejected outrightly.
4. Bidder must quote for each and every line items described in the price format.
5. Price format shall cover the complete scope of work and bind all terms & conditions of Annexure-III and other tender conditions.
6. Payment will be made as per actual after satisfactorily completion of work as per scope of supply/work and tender conditions.

I agree to all the above conditions.

Signature of Authorized Signatory _____

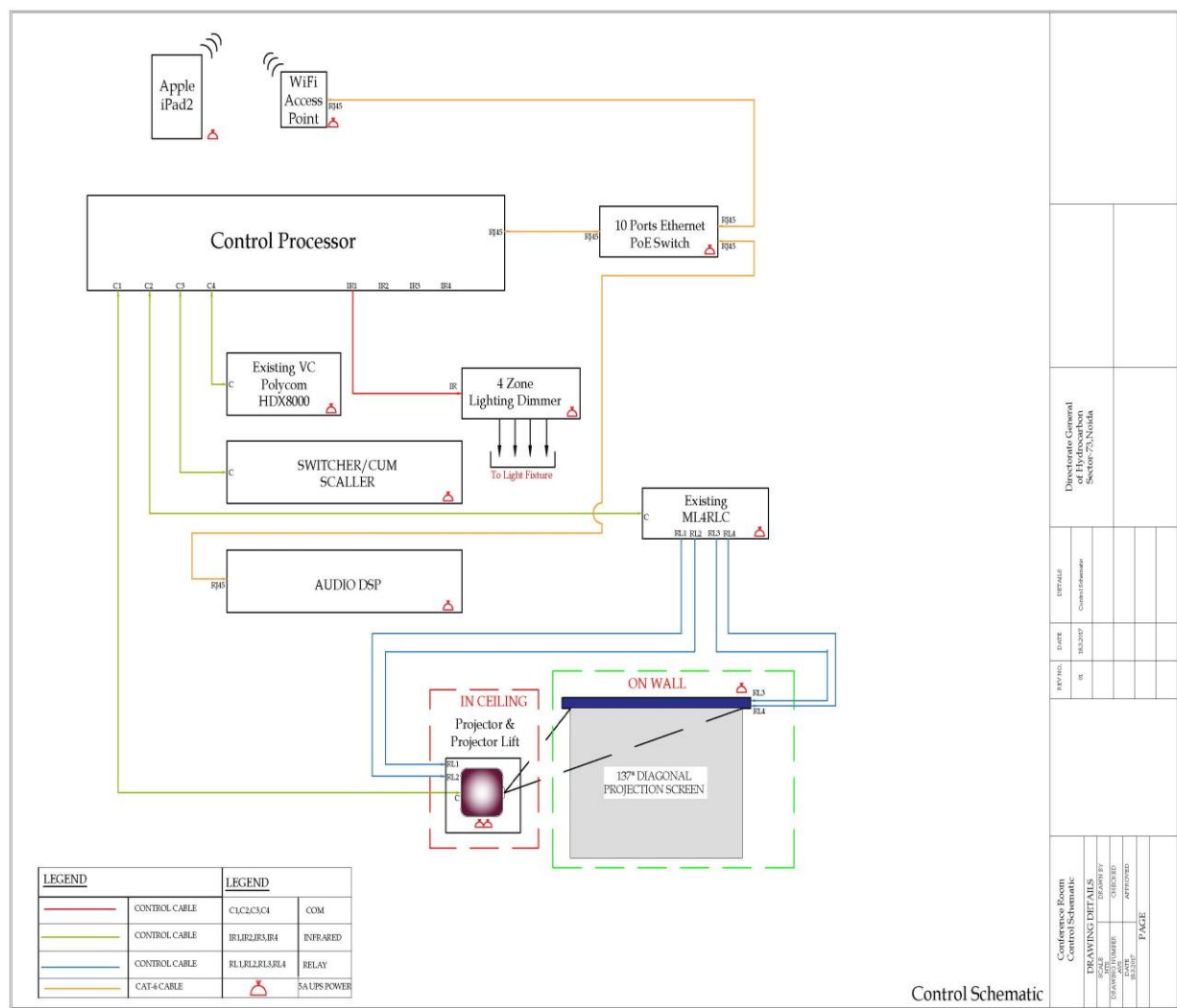
Name and designation of Authorized Signatory _____

Seal of the bidding company _____

Conceptual Design of Audio-Visual System in DG Conference room**1.****Note: The above mentioned designs are only conceptual and tentative.**

Control Schematic Diagram of Audio-Visual System

2.



Conceptual Design/Aesthetic 3D view of DG Conference room

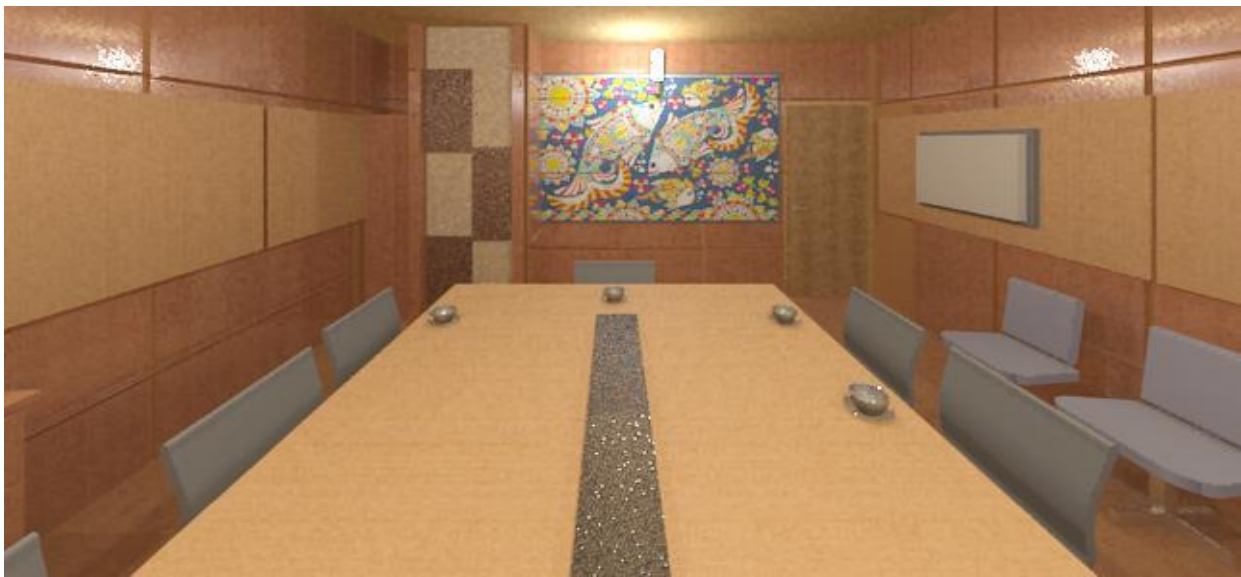
3.



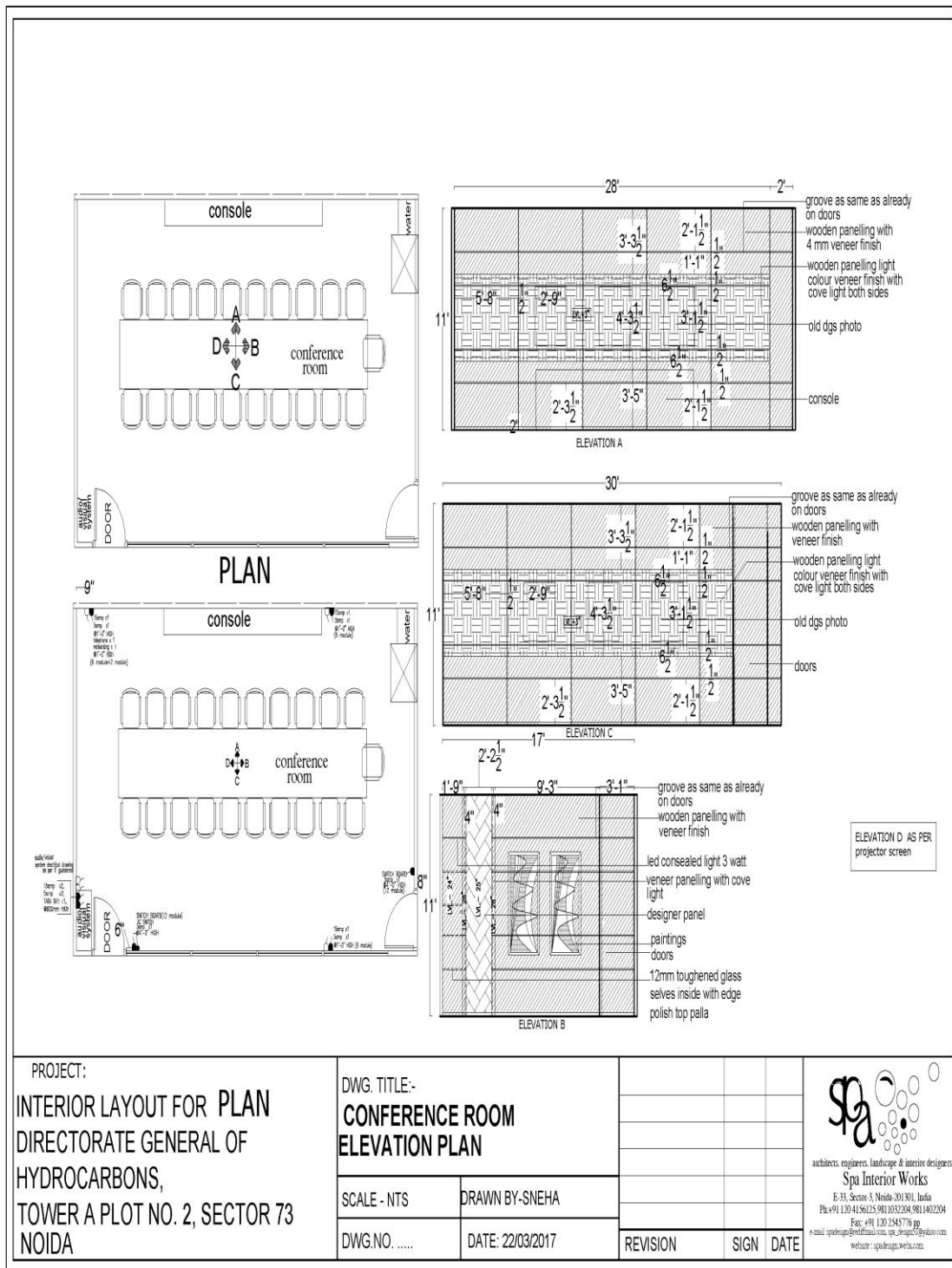
4.



5.



6.



Note: Designs/Concepts/Views mentioned above in Annexure-VI are only conceptual & tentative, and are subject to change.