



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

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

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for Procurement of Electrical Consumables for DGH office, OIDB under Two bid system (Techno-commercial bid and Price Bid) from the following known firms , subject to their satisfying the pre-qualification criteria i.e. PQC):

- I. M/s National Cooperative Consumers' Federation of India Ltd., Noida
- II. M/s Kendriya Bhandar, Ghaziabad
- III. M/s Bhatia Electrical & Steel Industries, Noida
- IV. M/s Prince Electrical Ind (i), Noida
- V. M/s Prashant Electric Co., Hoshiarpur, Noida
- VI. M/s Agarwal Electric Home, Sector-9, Noida
- VII. M/s Noida Electricals, Hoshiarpur , Noida
- VIII. M/s. Shourya Enterprises , Sanjay Nagar, Ghaziabad
- IX. M/s. Nitensha Enterprises, New Delhi
- X. M/s. Ojas Enterprises, NOIDA

The detailed tender documents for the above are available on DGH's website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. Any other interested vendor satisfying the PQC can request (preferably by fax or in person) the HoD (MM), DGH, OIDB Bhawan, Tower A, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) by 14.07.2017 at the latest to get the bid documents issued.

Alternatively, the tender documents can also be downloaded by the interested parties from the two websites mentioned above till the bid closing date. **Bids shall be submitted by 1400 hrs on 19.07.2017.** Any bid received from a blacklisted firm or a firm on holiday will not be considered.

Tender No	Description of Item
MM-11013(17)/2/2017-DGH / ENQ-079	Rate Contract for Supply of Electrical Consumables for Two Years.

**Pre-Qualification Criteria**

1. The vendors need to have executed at least three **Similar** orders of minimum Rs.60,000 each in last three years. Documentary evidence for the same has to be provided.
2. The bidder should have an office /outlet in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.

**DIRECTORATE GENERAL OF HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS**

**GOVERNMENT OF INDIA**

**NOIDA**

**TENDER NO. : MM-11013(17)/2/2017-DGH / ENQ-079**

**TENDER DOCUMENT**

**FOR**

**Rate Contract for Supply of Electrical Consumables for DGH Office OIDB,**

**NOIDA [Contract Duration: Two (2) years]**

**Directorate General of Hydrocarbons  
Ministry of Petroleum & Natural Gas  
Govt. of India, New Delhi, INDIA**

Phone No : (+91)-120-2472000  
Tele Fax: (+91)-120-2472049

Office of : Director General (DGH)  
OIDB Bhawan, Tower A, Plot No.2, Sector – 73, NOIDA-  
201301, INDIA

**FORWARDING LETTER FOR INVITATION TO BID**

To,

**Subject: Rate Contract for Supply of Electrical Consumables for DGH Office OIDB, NOIDA**

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders for providing aforesaid scope of supply / services.

The salient features of the tender are:

<b>Bid Document No</b>	:	MM-11013(17)/2/2017-DGH / ENQ-079
Description of Service	:	Rate Contract for Supply of Electrical Consumables
Type of Bid	:	Two Bid System (Techno-Commercial Bid)
Bid Closing Date & Time	:	19/07/2017 at 14-00 hrs.(IST)
Bid Opening Date	:	19/07/2017 at 15-00 hrs.(IST)
Bid Validity	:	90 days from the date of closing of bid
Bid Security	:	Rs. 15,000/- (Refer Cl.9 at Annex-I)  Bid Bond in the form of a Bank Guarantee to be valid up to 135 days from the closing date of bid. OR In the form of a Demand Draft. ( Details mentioned in the tender documents)
Performance Security	:	7.5 % of the estimated contract value.
Duration of Contract	:	02 years from the the Date of Commencement
Delivery	:	Within 7 days of release order
Payment	:	Within 30 days of receipt of completed supply bill/ invoice.
Liquidated Damages	:	1/2% of contract cost for per week or for Default in Timely Completion part thereof subject to maximum of 7.5 %.

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.

DGH, now, looks forward to your participation.

Pranjal Pandey  
Officer [MM]  
For Director General of Hydrocarbons

**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION**

**1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:-** (Please refer to “Technical Rejection Criteria” under **Annexure-II**).

**2.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**3.0 AMENDMENT OF BID DOCUMENT**

3.1 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.

3.2 The Addendum will be hoisted on DGH’s website. All bidders are advised to visit DGH website periodically till bid closing date to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

3.3 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.

**B. PREPARATION OF BIDS****4.0 LANGUAGE AND SIGNING OF BID**

4.1 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.

4.2 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.

4.3 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.

**5.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:****5.1 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.

**6.0 DOCUMENTS COMPRISING THE BID**

The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) All **Appendices** duly filled in and signed
- b) Price Format (refer the 'Note' below)
- c) Documentary evidence as required in the Bid Rejection Criteria.
- d) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
  - (i) A detailed description of essential technical and performance characteristics of the services.
  - (ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- e) Bid security.

**NOTE: THE BIDDER MUST PROVIDE THE TECHNO-COMMERCIAL BID AND THE PRICE BID IN TWO SEPARATE ENVELOPES.**

- **THE PRICE FORMAT IN THE TECHNO-COMMERCIAL BID SHOULD NOT CONTAIN THE QUOTED PRICES. OFFERED PRICES SHOULD BE QUOTED ONLY IN THE PRICE BID WHICH SHOULD BE PRODUCED IN A SEPARATE SEALED ENVELOPE.**
- **THE PRICE BID SHALL BE OPENED ONLY AFTER THE BID IS FOUND TO BE TECHNO-COMMERCIALY ACCEPTABLE.**
- **FAILURE TO COMPLY SHALL MAKE THE BID LIABLE FOR REJECTION.**
- **For more details See Clause C.11**

## **7.0 BID PRICES**

7.1.1 The bidders shall indicate on the appropriate price schedule, the net unit prices in the price bid.

7.1.2 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

## **7.2 Tax Liability**

The bidder will have to bear all Income Tax liability both corporate and personal tax. The bidder will have to bear all Service tax liability, as applicable. The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

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

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

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

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

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

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

As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder

## **8.0 MODE OF PAYMENT**

In case, DGH makes payments through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars alongwith 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, alongwith 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 BID SECURITY**

9.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 9.7.

9.2 Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. Bidders registered with National Small Industries Corporation (NSIC) are also exempted from payment of Bid Security.

9.3 The Bidders not covered under Para 9.2 above must enclose bid security with their techno-commercial offer (i.e. Bid security should not be in the 'Price Bid' envelope). The amount for bid security has been indicated in the "Invitation For Bid".

9.4 The Bid Security shall be acceptable in any of the following forms:

(i) An account payee Demand Draft in favour of Directorate General of Hydrocarbons payable at Delhi, valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix 2**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for 45 days beyond the validity of the bids asked for in the tender.

9.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

9.6 Subject to provisions in para 9.2 above, offers without Bid Security will be ignored.

9.7 The Bid Security shall be forfeited:

a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.

b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.

c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 21 days of notification of such acceptance.

9.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

## **10.0 TELEX / TELEGRAPHIC / TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:**

10.1 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

## **C. SUBMISSION AND OPENING OF BIDS**

### **11.0 SEALING AND MARKING OF BIDS.**

Offers are to be submitted in triple sealed covers. The first inner sealed cover will contain 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 Priced Commercial bid (Price Bid)** .This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

- Price bids, which remain unopened with DGH, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- DGH will not be responsible for the loss of tender form or for the delay in postal transit.
- The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

## **12.0 DEADLINE FOR SUBMISSION OF BIDS**

12.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1400 Hrs (IST)** on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs. (IST)** on the specified date. All out-station tenders, if sent by post, should be sent under registered cover. The bids should be addressed to :

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

**Bids received by post without proper superscription of Tender number & Bid Closing Date on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

## **13.0 LATE BIDS**

13.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

13.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

## **14.0 OPENING OF BIDS**

14.1 The bid will be opened at **1500 Hrs. (IST)** on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter of authorisation must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

14.2 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

#### **D. EVALUATION OF BIDS**

##### **15.0 EVALUATION AND COMPARISON OF BIDS**

15.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-II.

##### **16.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

##### **17.0 EXAMINATION OF BID**

17.1 The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17.2 DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.

##### **18.0 SPECIFICATIONS**

18.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

##### **19.0 PURCHASE PREFERENCE**

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

##### **20.0 CONTACTING DGH**

No bidder shall contact the DGH on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

#### **E. AWARD OF CONTRACT**

##### **21.0 AWARD CRITERIA.**

DGH will award the contract to the successful bidder whose bid has been determined to be **in full conformity to the bid** documents and has been determined as the lowest evaluated bid.

##### **22.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

22.1 DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the

affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

### 23.0 NOTIFICATION OF AWARD (NOA)

23.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing performance security, the contract shall be signed between the parties.

### 24.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilise complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this tender document.

### 25.0 SIGNING OF CONTRACT

25.1 The successful bidder is required to sign a **formal detailed** contract with DGH within a maximum period of **30** days of date of Fax order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of DGH, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at **Annexure-III A to Annexure V** along with respective appendices thereto, of the tender.

### 26.0 PERFORMANCE SECURITY

26.1 Within 21 days of Letter 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) in any one of the following forms:

- (a) An 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.
- (b) A Bank Guarantee(BG) as per **Appendix 3** from any Nationalised / 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

26.2 The performance security specified above must be valid for **3 (three) months** beyond the contract period. The Performance Security will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

26.5 Failure of the successful Bidder to comply with the requirements of clause **25.0** or **26.0** above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause **9.7(c)**.

## 27.0 CORRESPONDENCE

27.1 DGH's fax address is (+91)-120-2472049.

27.2 All correspondence from Bidders/ contractor shall be made to the office of the HoD (MM), Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida- 201 301, India.

27.3 All correspondence shall bear reference to DGH's bid document number.

### **Note :**

1. The bidder should make a numbered index of the documents produced in his/her bid .
2. For the ease of processing, it is desired that the bidder should number the pages in his bid and provide the reference of the relevant documents in the index.
3. The index should clearly indicate the page no. of the relevant document attached.
4. As per convenience, it is also suggested that the bidder attach flags on the relevant documents.

**A reference index shown is only for illustration. The index page may/ may not look exactly the same.**

INDEX			
Sr No	Contents	Pages	
		From	To
1	Notice Inviting Tender		
2	Index		
3	Important notes for intending tenderer(s)		
4	Part I: System of Tendering		
5	Part II: Conditions of Contract		
6	Part III: Scope of work		
7	Annexure A: Broad methodology of measuring the level of infestation		
8	Annexure B: Acceptance / Deviation schedule		
9	Annexure C: Details of coaches		
10	Annexure D: Financial Bid		
11	Annexure E: Mandate form for EFT / NEFT		

**BID SUBMISSION PERFORMA**

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 till \_\_\_\_\_ (Validity of Bid).

2. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II** and accepted the "General Terms and Conditions" at **Annexure-III A** & "Special Conditions of Contract" at **Annexure-III B** for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-IV**, 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.

3. If our Bid is accepted, we will submit a security in the form of an account payee Demand Draft or a Bank Guarantee for the applicable amount, for the due performance of the Contract.

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

5. 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

Yours faithfully,

Signature of the Bidder

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

Dated

Signature of witness

Address

Note : This form should be returned along with offer duly signed.

**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 the Bank Guarantee has been issued..

5. This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which **includes thirty days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained 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  
address (in legible letters)

-----  
(Signature)  
Full name, designation and  
official 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)

Notes:

The expiry date as mentioned in clause **5 & 6** should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

**Proforma of Bank Guarantee towards Performance Security.**

**PERFORMANCE GUARANTEE**

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,

**1.1** In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

**1.2** 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 Indian Rs (in figures) \_\_\_\_\_ (Indian 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.

**1.3** 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.

**1.4** 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.

**1.5** 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.

**1.6** This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

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

**1.8** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.

**1.9** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

**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 within the 5 days of 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 - Applicable to all the participating bidders****B.1 Technical Rejection Criteria**

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

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

2.0 Eligibility and experience of the bidder:-

- a) As on bid closing date, The vendor needs to have executed **at least three similar orders of minimum Rs.60,000 each in last three years**. Documentary evidence for the same has to be provided.
- b) The bidder should have an office /outlet in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.

Bids without documentary evidence as above towards eligibility criteria will be liable for rejection. Any bid from a firm that has been put on a holiday by DGH shall be rejected outrightly

**B.2 Commercial Rejection criteria**

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

1.0 Acceptance of terms & conditions, vide "Bid Form" enclosed with the tender. The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IIIA**, Special Conditions of Contract at **Annexure IIIB** and Instruction to Bidders by attaching a copy of the tender document duly signed by the bidder on all the pages.

2.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer.

- 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 as per the requirement given in forwarding letter.
- 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.

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

#### **Evaluation of Price bids: -**

a). Price Bids of vendors shall be evaluated only if the vendor has qualified the techno-commercial criterion.

b) The price comparison of the bids will be done on the basis of individual itemwise value, inclusive of all charges, taxes & duties for the indicated quantity. There can be two or more rate contracts also. In case of a tie between parties, the order will be split

**Note:** Bids without documentary evidence as above towards eligibility criteria will be liable for rejection.

1. Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax clearly indicating the applicable rate of service tax. 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.

In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation.

2. In the event of computational error between unit price and total price, 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.

## **MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS**

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between Directorate General of Hydrocarbons having its office at OADB 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-IV** 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 letter ..... dated.... 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 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.

#### **1.7 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.

#### **1.8 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.

#### **1.9 WORKS / OPERATIONS:**

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

#### **1.10 GUARANTEE:**

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

#### **1.11 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.

#### **1.12 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.

#### **1.13 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

#### **1.14 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,

## **2.0 SCOPE OF WORK/CONTRACT:**

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

## **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 :** The mobilization should be completed by Contractor within the stipulated period under the contract ( Please refer to Special Terms & Conditions). Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

**3.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects is treated as **date of commencement of Contract**.

**3.4 DUARATION OF CONTRACT :** Please refer to Special terms & Conditions.

**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 / Terms of Reference (**Annexure IV**) 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 WARRANTY AND REMEDY OF DEFECTS.

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

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

## 7.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relation 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:

7.1 Directorate general of Hydrocarbons

### HoD ( Admn)

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

## 7.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

## 8.0 REMUNERATION AND TERMS OF PAYMENT

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

8.2 All Bills along with relevant supporting documents shall be submitted in triplicate to the addressee at **7.1** above.

8.3 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.

## **9.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING**

### **9.1 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.

#### **9.1.1 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.

### **9.2 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.

#### **9.2.1 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.



### 9.2.2 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.

**9.3** 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.

**9.4** 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.

## 10.0 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.

## 11.0 PERFORMANCE BOND

11.1 The Contractor has furnished to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being **7.5%** of estimated Contract Price for 1st year) valid till \_\_\_\_\_ 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.

11.2 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.

## 12.0 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.

## 13.0 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 12** 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) 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.

D) 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.

#### **14.0 INDEMNITY AGREEMENT**

##### **14.1 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 sub-CONTRACTORS 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 **14.2 (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 subCONTRACTORS or subCONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS 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 **14.2 (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.

##### **14.2 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 **14.1 (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 **14.1 (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.

## **15.0 TERMINATION**

### **15.1 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.

### **15.2 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 16**.

### **15.3 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.

### **15.4 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 days** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

### **15.5 Termination for delay in mobilisation**

Successful bidder shall be required to mobilise 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 mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

15.6 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.

15.7 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 15.1 to 15.6** 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.

15.8 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 demobilise their personnel & materials.

#### **15.9 Consequences of termination**

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

15.9.2 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.

15.9.3 In case of termination of Contract herein set forth, except under **15.1, 15.2 and 15.7**, 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.

#### **16.0 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.

#### **17.0 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 Delhi. (the place where the CONTRACT is signed in India).

#### **18.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

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.

#### **19.0 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.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered,

For and on behalf of Directorate General of Hydrocarbons(DGH) M/s. \_\_\_\_\_ For and on behalf of Contractor

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**SPECIAL CONDITIONS OF THE CONTRACT.**

1. **PAYMENT TERMS** : Payment will be made within one month against completed invoice submitted provided the performance/work has been satisfactory ,as certified by duly authorized officer of DGH.
2. **MOBILISATION** – Within seven days of Letter of award.
3. **DELAY IN TIMELY COMPLETION OF WORK AND LIQUIDATED DAMAGES**
  - a. CONTRACTOR(successful bidder)shall complete the scope of work(resolution of reported complaints) within the stipulated period under the contract.
  - b. If the CONTRACTOR fails to complete the scope of work within the stipulated period, DGH shall have, without prejudice to any other provisions in the contract including subclause (c) below, the right to terminate the contract.
  - c. If the contractor is unable to complete the scope of work within the stipulated period, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request,DGH may at its discretion, extend the period of job completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of annual contract value,for each week of delay or part thereof, subject to a maximum of **10%**.
  - d. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by DGH on account of delay/ breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

**SCOPE OF SUPPLY**

Sr. No.	Items	Quantity	Units	Approved Brands	Whether the bidder is quoting for the item [If yes ,Put a Tick Mark (✓) against the item ]
1	14 Watt Philips Florescent Tube Light	500	No.	Bajaj / Philips / Wipro	
2	28 Watt Philips Florescent Tube Light	700	No.	Bajaj / Philips / Wipro	
3	DU 18 Watt Energy saver Bajaj CFL 2 pin	200	No.	Bajaj / Philips /Osram /Crompton	
4	DU 18 Watt Energy saver Bajaj CFL 4 pin	200	No.	Bajaj / Philips /Osram /Crompton	
5	Choke 18 Watt Energy Saver CFL Bajaj	200	No.	Bajaj / Philips /Osram /Crompton	
6	Choke 4x14 Watt 11 Pin	150	No.	Bajaj / Wipro	
7	Choke 2x28 Watt 7 Pin	150	No.	Bajaj / Wipro	
8	Choke Slim for T-5, 28W	100	No.	Osram/Philips/Bajaj/Wipro	
9	Tube, T-5, 8W (Yellow)	150	No.	Osram/Philips/Bajaj/Wipro	
10	Choke 8 Watt , Slim	40	No.	Osram/Philips/Bajaj/Wipro	
11	Tube, 9W, 2-Pin	100	No.	Osram/Philips/Bajaj/Wipro	
12	Tube, 11W, 2-Pin	100	No.	Osram/Philips/Bajaj/Wipro	
13	Choke for 9W/11W, 2-Pin Tube	40	No.	Osram/Philips/Bajaj/Wipro	
14	12/50 W ALU Halospot lamp	50	No.	OSRAM	
15	Transformer for ALU Halospot lamp	30	No.	OSRAM	
16	Plug, 5A	25	No.	M.K	
17	Plug, 15 A	25	No.	M.K	
18	Socket 5A,	50	No.	M.K	
19	Socket 15A,	50	No.	M.K	
20	3 Core Cable, 1.5 mm., 100 metre roll	2	Roll	ANCHOR/NATIONAL/POLYCAB	
21	MCB, 20 A,	20	No.	AB	
22	MCB, 25 A,	20	No.	AB	
23	MCB, 32 A,	20	No.	AB	
24	RCCB, 63A,	5	No.	Legrand	

1. Vendor must put a tick mark (✓) against the item which he/she is quoting. Prices should be mentioned only in Price Schedule at Annex-V
2. Delivery : Within 7 days of release order.
3. Payment: Within 30 days of receipt of completed supply bill / invoice.



## Check List

Sl. No.	Particulars	YES/NO
1.	The vendors need to have executed at least three Similar orders of minimum Rs.60,000 each in last three years. Documentary evidence for the same has to be provided.	
2.	The bidder should have an office /outlet in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.	
3.	The bidder agrees to all the terms and conditions mentioned in these tender documents including the delivery schedule.	

**Signature & Seal of the Bidder :**

**Name :**

**Address :**

**PRICE FORMAT**

Having examined the various clauses in the Forwarding Letter Cum Instruction to Bidders, the General Conditions of the Contract and the Scope of Work including all attachments thereto in the Bid Document, we the undersigned offer to perform the services in conformity with the said conditions and Scope of Supply as per the rates quoted below:

Sr. No	Items	Tentative Quantity (Qty) [For Two Years]	Units	Approved Brands [Vendor may quote None, one or more brands against every item]	Unit Rate (Rs.)	Total (Exclusive of Taxes) [Qty. X Unit Rate]	Applicable Taxes	Total (Inclusive of Taxes)
1	14 Watt Florescent Tube Light	500	No.	1. Bajaj 2. Philips 3. Wipro				
2	28 Watt Florescent Tube Light	700	No.	1. Bajaj 2. Philips 3. Wipro				
3	DU 18 Watt Energy saver CFL 2 pin	200	No.	1. Bajaj 2. Philips 3. Osram 4. Crompton				
4	DU 18 Watt Energy saver CFL 4 pin	200	No.	1. Bajaj 2. Philips 3. Osram 4. Crompton				
5	Choke 18 Watt Energy Saver CFL	200	No.	1. Bajaj 2. Philips 3. Osram 4. Crompton				
6	Choke 4x14 Watt 11 Pin	150	No.	1. Bajaj 2. Wipro				
7	Choke 2x28 Watt 7 Pin	150	No.	1. Bajaj 2. Wipro				
8	Choke Slim for T-5, 28W	100	No.	1. Osram 2. Philips 3. Bajaj 4. Wipro				
9	Tube, T-5, 8W (Yellow)	150	No.	1. Osram 2. Philips 3. Bajaj 4. Wipro				
10	Choke 8 Watt , Slim	40	No.	1. Osram 2. Philips 3. Bajaj				

				4. Wipro				
11	Tube, 9W, 2-Pin	100	No.	1. Osram 2. Philips 3. Bajaj 4. Wipro				
12	Tube, 11W, 2-Pin	100	No.	1. Osram 2. Philips 3. Bajaj 4. Wipro				
13	Choke for 9W/11W, 2-Pin Tube	40	No.	1. Osram 2. Philips 3. Bajaj 4. Wipro				
14	12/50 W ALU Halospot lamp	50	No.	1. OSRAM				
15	Transformer for ALU Halospot lamp	30	No.	1. OSRAM				
16	Plug, 5A	25	No.	1. M.K				
17	Plug, 15 A	25	No.	1.M.K				
18	Socket 5A,	50	No.	1.M.K				
19	Socket 15A,	50	No.	1.M.K				
20	3 Core Cable, 1.5 mm., 100 metre roll	2	Roll	1.ANCHOR 2.NATIONAL 3.POLYCAB				
21	MCB, 20 A,	20	No.	1.AB				
22	MCB, 25 A,	20	No.	1.AB				
23	MCB, 32 A,	20	No.	1.AB				
24	RCCB, 63A,	5	No.	1.Legrand				

**Illustration [Only For Demonstrative Purpose]**

1	14 Watt Philips Florescent Tube Light	500	No.	1. Bajaj 2. Philips 3. Wipro	75	37500	14.5%	42937.50
					80	40000		45800.00
					-	-		-

Notes:

- Prices should be inclusive of all applicable taxes & duties, packing & forwarding charges for door delivery at DGH, Noida office.
- If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy

between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3. Bidder should quote prices for all the items failing which its bid shall be rejected.
4. Price Evaluation of the offer will be made Itemwise as mentioned in Annex-II of the tender documents.
5. Taxes will be payable as applicable at the time of incidence.

**Signature & Seal of the Bidder :**

**Name :**

**Address :**

**Following clauses are inserted in the tender. All other T&C remain unchanged.**  
**Under Clause No. 7 Bid Prices of Annexure-I**

**7.3** Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

**7.4** Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

**7.5** Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

**7.6** Payment of Excise Duty and VAT/Sales Tax (on ultimate products) and payment of Service Tax on taxable services.

**7.6.1** Payment of Excise Duty, VAT/Sales Tax (on ultimate products), and Service Tax (on taxable services, if any, which is part of scope of supply), as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account. In the case of "Two Bid" system where revised price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to SUPPLIER's/ Contractor's account.

**7.6.2** 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 or Public Body which becomes effective after the date of submission of Price Bid/revised priced bid, as the case may be, as indicated above, but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

**7.6.3** The bidder(s) will indicate separately in their bid the amount of Excise Duty and VAT/Sales Tax on ultimate finished product, as applicable at bidding stage, will be shown separately in the bid. Wherever the scope of supply involves rendering of any service alongwith supply of goods/materials, then bidder shall quote separate break-up for cost of goods and cost of services and accordingly quote Service Tax as applicable for the taxable services covered under scope of supply, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable. हाइड्रोकार्बन महानिदेशालय / Directorate General of Hydrocarbons Tender No. : **MM-11013(17)/2/2017-DGH / Page 40**

**7.6.4** In case, the above information subsequently proves wrong, incorrect or misleading:-

- a) DGH will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**7.6.5** Any increase in 'net impact' of any variation in Excise Duty/VAT/Sales Tax/ Service Tax or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Excise Duty / VAT / Sales Tax / Service Tax during extended period of the contract/ supply order will be to the account of DGH.

**New Clause inserted in Annexure- III**

**20. PAYMENT OF EXCISE DUTY, VAT/SALES TAX (ON ULTIMATE PRODUCTS), AND SERVICE TAX (ON TAXABLE SERVICES, IF ANY).**

20.1 Payment of Excise Duty, VAT/Sales Tax (on ultimate products), and Service Tax (on taxable services, if any, which is part of scope of supply), as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account. In the case of "Two Bid" system where revised price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to SUPPLIER's/ Contractor's account.

20.2 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 or Public Body which becomes effective after the date of submission of Price Bid but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

20.3 Any increase in 'net impact' of any variation in Excise Duty/VAT/Sales Tax/ Service Tax or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Excise Duty / VAT / Sales Tax / Service Tax during extended period of the contract/ supply order will be to the account of DGH.