



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, India.
Phone: 0120-247 2000, Fax- 247 2049.

NOTICE INVITATING TENDER (NATIONAL UNDER TWO BID SYTEM)

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

Bid Document No	:	MM-11011(11)/5/2017-DGH/ENQ/077
Description of Work	:	Supply, Desktop PCs, Printers, Scanner and MS Office at DGH, Noida.
Bid Downloading date	:	16.10.17 at 1400 hrs. (IST)
Bid Closing Date & Time	:	16.10.17 at 1400 hrs. (IST)
Bid Opening Date	:	16.10.17 at 1500 hrs. (IST)

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

**Directorate General of Hydrocarbons
Ministry of Petroleum & Natural Gas**

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,

Sub : Supply of Desktop PCs, Printers, Scanner and MS Office License at DGH, Noida.

Sir/s,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tenders in duplicate for providing aforesaid scope of supply / services.

The salient features of the tender are:

1	Tender No.	:	MM-11011(11)/5/2017-DGH/ENQ/077
2	Type of Bid	:	National Open Tender under 2 Bid System (Techno-commercial Bid & Price Bid)
3	Brief Description of the Services / Scope of Supply.	:	Supply of Desktop PCs, Printers, Scanner and MS Office License at DGH, Noida.
4	Delivery, Installation & Commissioning Period	:	30 days from Letter of Award (LoA).
5	Terms of Delivery	:	Delivered Free at the Office of DGH, Noida.
6	Last date for communication to DGH of exceptions/ deviations, clarifications if any, along with suggested changes	:	06.10.17
7	Last date for downloading tender documents	:	Same as bid closing date & time as given below
8	Bid Closing Time & Date	:	16.10.17 at 1400 Hrs
9	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
10	Bid Opening Time, Date & Place	:	Techno-commercial bid : 1500 Hrs. (IST) on the same date of Bid Closing and at the same address, as above. Price bid : Opening time and date shall be

			intimated to technically qualified bidders.		
11	Bid validity	:	90 days from bid closing date.		
12	Amount of Bid Bond (original Bid Bond to be enclosed with the Techno-commercial Bid only)	:	Bid Bond should be valid for 45 days beyond the validity of the bids asked for in the Bid Documents.		
			Item No	Description	EMD
			1	Desktop PCs	Rs. 1 Lakh
			2	Printer- Canon	Rs. 2,500
			3	Printer -HP	Rs. 4,000
			4	Scanner -Canon	Rs. 1,000
			5	MS Office 2016	Rs.35,000
13	Amount of Performance Security to be submitted only by the Successful Bidder.	:	10 % of the Contract value to be submitted within 15 days of issue of the letter of Award (LoA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 66 months beyond Successful commissioning & Acceptance		
14	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	At the rate of ½ % of the order value per week or part thereof subject to a maximum of 10%, for the period extending beyond the scheduled delivery date and/or Commissioning date.		

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

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

Thanking you,

Yours faithfully

HOD (MM)

Encl: As above

For Directorate General of Hydrocarbons

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

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

2.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENT**3.0 CONTENT OF BIDDING DOCUMENTS**

3.1 The goods & ancillary 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 : Instructions to Bidders with following Appendices.

Appendix-1	: Bid Submission Proforma.
Appendix-2	: Proforma of Authorization Letter for Attending Tender Opening.
Appendix-3	: Bid Bond Bank Guarantee proforma.
Appendix-4	: Bank Guarantee for Performance Security
Appendix-5	: Check List
Appendix-6	: Bidders Past Supplies Proforma
Appendix-7	: Bidder's Information Proforma

Annexure-II : Bid Evaluation Criteria

Annexure-III : General Terms & Conditions of Contract for Supply.

Annexure-IV : Scope of Supply & Technical Specifications

Annexure-V : Price Format.

3.2 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 will result in the rejection of its bid without seeking any clarifications.

4.0 AMENDMENT OF BID DOCUMENT

4.1 At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own

initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

4.2 The Addendum will be hoisted on DGH's & GoI's CPPP websites. All are advised to visit DGH website periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

4.3 In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

C. PREPARATION OF BIDS

5.0 LANGUAGE AND SIGNING OF BID

5.1 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. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bids shall be submitted in the prescribed bid proforma as per **appendices 1 to 7 of Annexure-I** & Price schedule. The prescribed proforma at Appendices of **Annexure-I**, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

5.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

5.4 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.

5.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

5.6 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.

5.7 The bidder should indicate at the time of quoting against this tender their full postal and e-mail /fax addresses and also similar information in respect of their authorized agents in India, if any.

5.8 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.

5.9 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.

5.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid.

5.11 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.

5.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

5.13 The original bid should be signed manually by the authorized signatory(ies) of the bidder.

5.14 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.

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

6.1 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.

7.0 DOCUMENTS COMPRISING THE BID

7.1 Techno-commercial Bid:

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

a) Proof of the sale / issue of bid documents or Requisite "Cost of Bid Document" in case of using downloaded Bid documents, as the case may be.

- b) The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- c) All **Appendices** of Annexure-I.
- d) Price Format. (**Annexure-V**) (Without indicating Prices)
- e) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the DGH's satisfaction :
 - (i) that the Bidder has the financial, technical and production capability necessary to perform the Contract.
 - (ii) that the Bidder meets **all** the criteria prescribed in the Bid Evaluation Criteria (**Annexure-II**).
- f) 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.
- g) Bid security.
- h) 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.

7.2 Price Bid

The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

8.0 BID PRICES

8.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable) .

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

8.3 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.

8.3.1 Bidders may take note there would be NO customs duty exemption available for business tendered with DGH.

8.4 Concessions permissible under Statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. DGH will not take responsibility towards this. However, wherever required and applicable, DGH shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions. Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

8.5 GST Liability:

8.5.1 The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

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

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

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

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

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

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

8.5.6 The service provider should have a valid registration with the concerned authorities of GST 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 GSTIN certificate along with the first invoice under the contract.

8.5.7 GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):

In this case, since the liability to pay GST is on DGH as receiver of the service, the Bidder shall not include GST in the quoted prices.

8.5.8 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.

8.6 Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

9.0 PAYMENT TERMS: Within 30 days of receipt of Invoices after successful delivery, installation and commissioning. (Payment terms as given in “Scope of Supply / Service” or “Special Terms & Conditions” will prevail).

10.0 MODE OF PAYMENT

In all cases, DGH shall make payments only 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, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;

7. GST Registration Number, 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.

11.0 VAGUE AND INDEFINITE EXPRESSIONS

11.1 Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

12.0 PERIOD OF VALIDITY OF BIDS

12.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

13.0 BID SECURITY

13.1 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 **13.7**.

13.2 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.

13.3 The Bidders not covered under Para **13.2** above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security valid for a period of 45 (forty-five) days beyond the bid validity period asked for in the tender. The amount for bid security has been indicated in the "Invitation For Bid".

13.4 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.

(ii) A Bank Guarantee as per **Appendix-3** issued from any of the Commercial Banks in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

13.6 Subject to provisions in para **13.2** above, offers without Bid Security will be ignored.

13.7 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.

13.8 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).

14.0 TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

14.1 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.

D. SUBMISSION AND OPENING OF BIDS

15.0 SEALING AND MARKING OF BIDS.

15.1 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** 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.

15.2 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.

15.3 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).

15.4 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

15.5 DGH will not be responsible for the loss of tender form or for the delay in postal transit.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.1 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. **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.**

17.0 LATE BIDS

17.1 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.

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 No bid may be modified after the dead line for submission of bids.

19.0 OPENING OF BIDS

19.1 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 in the form annexed at **Appendix-2** hereto 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.

19.2 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.

E. EVALUATION OF BIDS

20.0 EVALUATION AND COMPARISON OF BIDS

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

21.0 UNSOLICITED POST TENDER MODIFICATIONS

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

22.0 EXAMINATION OF BID

22.1 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.

22.2 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.

23.0 SPECIFICATIONS

23.1 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.

24.0 PURCHASE PREFERENCE

24.1 DGH reserves its right to allow purchase preference facility as admissible under the existing policies.

F. AWARD OF CONTRACT

25.0 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.

26.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

26.1 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.

27.0 NOTIFICATION OF AWARD (NOA)

27.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

27.2 The notification of award will constitute the formation of the contract.

27.3 Upon the successful bidder's furnishing performance security, pursuant to clause 30, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

28.0 PERFORMANCE SECURITY:

28.1 Within 15 days of receipt of notification of award of Supplies / 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).

28.2 The Performance 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.

(ii) A Bank Guarantee as per **Appendix-4** issued from any of the Commercial Banks in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

28.4 The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause **9** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Supplier / Contractor by the period equivalent to the extended period.

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

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

29.0 SIGNING OF CONTRACT

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Terms & Conditions of Contract at **Annexure-III**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

30.0 Submission of forged documents:

30.1 Bidders should note that DGH may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the tender/contract conditions, DGH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

30.2 The bidder shall be required to give an 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. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by DGH at its sole discretion.

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Name & Address:

Telephone No :

FAX NO:

e-Mail ID:

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 Items / 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 valid for the validity period indicated in the Forwarding Letter of this tender document.

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 for providing services and have thoroughly examined and complied with the Scope of Supply / 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. I / We declare that all the information given and documents submitted by me/ us in our bid are true, correct and genuine. I/We further agree that if any of the information given in bid or in any of documents submitted in support of bid for the award of tender found to be untrue or incorrect or false or forged, action as deemed fit may be initiated by DGH at its sole discretion.

Yours faithfully,

Signature of the Bidder

Name _____
Dated _____

Seal of the Company

Signature of witness

Address

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

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.

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 OI DB 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 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
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:

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 documents.

Proforma of Bank Guarantee towards Performance Security.

Ref. No.

Bank Guarantee No.

Dated.

To,

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

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at 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.

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.

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 Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Purchase Order has been issued.

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 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

WITNESS NO. 2

Attorney as per power of

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

Attorney No.....
Dated

Bank Information of DGH:

Name of the Bank	: State Bank of Patiala,
Address of the Bank	: Shastri Bhawan, New Delhi-110001
IFSC Code	: STBP0000203
Account Number	: 65191279625
Accounts Name	: Directorate General of Hydrocarbons

CHECK LIST

(Must be submitted duly ticked, along with the Techno-commercial Bid)
Please Tick (✓) compliance (Yes/No) for the following:

Sl	Particulars	Yes	No
1	Whether “Bid Security” submitted along with Techno-Commercial Bid?		
2	In case of Exemption from “Bid Security, necessary certificates attached along with Techno-Commercial Bid ?		
3	Whether Appendices of Annexure-I, as under, has been submitted along with Techno-commercial Bid, duly filled in and signed ?		
4	Appendix-1 : Bid Submission Proforma.		
4a	Appendix-5 : Check List		
4b	Appendix-6: Bidders Past Services (Similar) Proforma.		
4c	Appendix-7: Bidder’s Information Proforma		
4d	Whether all the clauses of the bidding document are accepted ?		
5a	Whether you have taken any exception/deviations to the bid document		
5b	If “YES” to Sl. 5b above, whether the same has been furnished along with the Techno-Commercial Bid. Please indicate page number of your bid where exceptions are furnished. (Please ref. Para A of Annexure-II in this regard)		
5c	Whether prices quoted will remain firm through the contract period and without any qualifications?		
6	Whether the period of validity of the offer is as required in bidding document?		
7	Whether your offers conform to the delivery/contract period indicated in the bid?		
8	Whether copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts enclosed with the techno-commercial Bid, as per Annexure-II ?		
9	Whether it is ensured that prices are not disclosed in the Techno-Commercial Bid Envelope?		

Signature of the Bidder

Name_____

Seal of the Company

BIDDERS PAST SUPPLIES PROFORMA

Sl. No	Name & Address of Client	Period From-To	Description in detail	Total Qty supplied successfully	Remarks
--------	--------------------------	----------------	-----------------------	---------------------------------	---------

Note: - Certificate from Clients to be enclosed along with this proforma

Signature of the Bidder

Name_____

Seal of the Company

BIDDER'S INFORMATION PROFORMA
BIDDER MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF
THE FOLLOWING QUESTIONS

1. Whether materials offered conform to particulars quoted at Annexure IV. If not, details of deviations must be stated here :
2. (i) Brand :
(ii) Name & address of the manufacturer:
(iii) Country of Origin:
3. Here please state specifically whether the price offered by you, as to the best of your knowledge and belief, is not more than that of the price which is permissible for you to charge a private purchaser for the same class and description of goods under the provision of any law for the time being in force. If not, state the reason and margin of profit:
4. Is the firm registered under :
(i) The Indian Companies Act, 1913.
(ii) The Indian Companies Act, 1932/1956
(iii) Any other Act, if any, who are owners?(Please give full name)
5. Sales Tax Registration No. if any:
6. Central Sales Tax Registration No. if any:
7. Service Tax Registration No.:

Signature of the Bidder
Date.....

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, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes and clarifications, if any, are to be communicated to DGH within the date specified in the Forwarding Letter of this 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 and replies to clarifications where required. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

However, during evaluation of bids, purchaser may at its discretion ask the bidder for clarifications / confirmations / deficient documents of the bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted.

B. REJECTION CRITERIA**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 outright.

2.0 Eligibility and experience of the bidder:-

2.1 The bid should be complete in all respect covering entire scope of supply / job and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

2.2 The bidder must be either (i) manufacturer or (ii) sole selling agents/authorised distributors/ authorised dealers/authorised supply houses, with back-up authority letter from the concerned manufacturers who authorised them to market their product, provided further that such an authority letter is valid at the time of bid opening. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

2.3 The Bidder must have experience of having successfully executed orders for supply & installation of **Desktop PCs and / or MS Office 2016 ,as the case may be, as per Annexure-IV** during last 5 years ending Bid Closing Date and should be either of the following:

Item No	Description	(i) Three similar completed Contracts each costing not less than	(ii) Two similar completed Contracts each costing not less than	(iii) One similar completed Contracts costing not less than
1	Desktop PCs	Rs. 19 Lakhs	Rs. 23 Lakhs	Rs. 37 Lakhs
2	Printer- Canon	N/A	N/A	N/A
3	Printer -HP	N/A	N/A	N/A
4	Scanner -Canon	N/A	N/A	N/A
2	MS Office 2016	Rs. 7 Lakhs	Rs. 9 Lakhs	Rs. 14 Lakhs

2.3.1 Documents to be submitted for **2.3** above:

Documents establishing successful execution of above jobs must be submitted along with the technical bid. These documents shall be in the form of:

- (i) Self-certified copies of relevant pages of contract document showing Contract Number, period of contract and Detailed Scope of Supply etc.
- (ii) Self-certified copies of completion Certificate(s) or payment certificates or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

B.2 Commercial rejection criteria

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

1.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-III** and Instruction to Bidders at **Annexure-I** 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 Techno-Commercial bid (Refer Instruction to Bidders)
- b) 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 indicated in the "Forwarding Letter for Invitation to 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 delivery / contract period indicated in the bid.
- g) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

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

C. Price Evaluation Criteria

- (i) **Evaluation of bids:** - The price comparison of bids will be done on the Individual item basis including taxes & duties, packing & forwarding charges, installation & commissioning charges, as per the Price Format at Annexure-V.
- (ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

D. General:

1. The BEC overrides 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-1 to Annexure-II

(BEC conditions applicable for providing preference in procurement to notified Domestically Manufactured Electronic Products (DMEP) as per Notification No. 33(3)/2013-IPHW dated 23.12.2013 and Guidelines issued through Notification No. 8(78)/2010-IPHW dated 12.06.2013 and other notifications and or any other guidelines issued subsequently)

1. DGH reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No. 33(3)/2013-IPHW dated 23.12.2013 read with Notification No. F. No. 33(3)/2013-IPHW dt. 22.05.14 and Guidelines issued there-under through Notification No. 8(73)/2010-IPHV dated 12.06.2013 (as may be amended from time to time). A copy of the aforesaid Notifications /Guidelines can be downloaded from DeitY website i.e. URL www.deitY.gov.in/esdm. Purchase preference for domestic manufacturers, methodology of its Implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines.' Notifications, The Guidelines may be treated as an integral part of the tender documents.

2 The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs). which are manufactured by companies registered in India and engaged in manufacturing in India and including Contract manufacturing but excluding traders shall be operated are as follows:

- a) The electronic products for which preference will be provided to domestic manufactures shall be Desktop PC (Item no.1)
- b) The quantity of procurement for which preference will be provide to domestic manufactures shall be 39 nos.
- c) The Percentage of Domestic value addition, which qualifies the above mentioned electronic products to be classified as Domestically Manufactured, as notified by Govt of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time.)
- d) The preference to DMEP shall be subject to be meeting technical specifications and matching L1 Price.

2.1 In addition to the offers submitted by Domestic Manufacturers of Electronic Products, the benefits of the policy shall also be extended to the sole selling agent / authorised distributors / authorised dealers / authorised supply houses of the Domestic Manufacturers of Electronic Products who bid on behalf of domestic manufacturer under the policy. However, this shall be subject to following conditions:

i) The bidder shall furnish authorisation certificate by the domestic manufacturer for selling domestically manufactured electronic products (DMEPs)

ii) The bidder shall furnish the affidavit of self certification issued by the domestic manufacturer to the procuring agency declaring that the electronic products are domestically manufactured in terms of the domestic value addition prescribed.

iii) It shall be responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

3. Domestic manufactures are required to indicate to the domestic value addition in terms of BOM for the quoted product, in terms of aforesaid guideline, in their bid in following format.

Item no.	Items description	Manufacture/ supplier	Country of origin	Value	Domestic value addition in percentage.
1.					
2.					

4. Bidders, claiming to bid in the status of domestic manufacture, are required to give and affidavits of self declaration regarding domestic value addition in the prescribed 'form -1.' of the guidelines no. 8/78/2010-IPHW dated 12/06/2013. The responsibility to show the correctness of affidavit of self certification regarding domestic value addition shall be that of the bidder when asked to do so. Furnishing of falls information on this account shall attract penal provisions as per relevant guidelines.

5. The procedure of certification and assessment of the percentage of domestic value addition shall be as per relevant notification as guideline.

6. Procedure of award of contracts involving procurement from domestic manufacture;

“For each electronic product proposed to be procured, among all technically qualify bids, the lowest quoted price will be termed as L1 and rest of bids shall be ranked in ascending order of price quoted, as L2, L3, L4, and so on. If L1 bid is of domestic manufacture, the said bidder will be awarded full value of the order. If L1 bidder is not from the manufacture bidder, the value of order awarded to L1 bidder will the balance procurement value after reserving specified percentage of total value of the order for the eligible domestic manufacture. Thereafter, all the manufactures, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure procurement value of order earmarked for the domestic manufacture. In case first eligible

bidder, (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be considered for award and so on. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.”

In case of more than one such Domestic Manufacturer qualifying for 20% purchase preference, the percentage of supply reserved for DMEP may be shared equally amongst such Domestic Manufactures. However, in the opinion of DGH if tendered items are non split able or non-dividable, DGH reserves the right to place order for supply of 100% quantity to lowest eligible Domestic Manufacturer amongst all the Domestic Manufacturer qualifying for 20% purchase preference.

Only those domestic manufacturers whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.

7. The BEC conditions for meeting experience criteria shall be applicable in case of Domestic Manufacturer. However, Domestic manufacturer shall provide following confirmation/ undertakings/ documents along with the bid.

(a) That its products meet all technical specifications.

(b) A confirmation supported by the required security evaluation assurance certificate (wherever applicable) for meeting EAL 2/3/4 Certification (as the case may be). User dept. shall define security evaluation assurance based on its application in the network, STOC under Diety conducts security evaluation assurance level Certification in India, and

(c) Undertaking that shall be able to manufacture required quantity in stipulated time frame.

8. In cases where both MSEs and DMEP are participating in a tender and both MSE and DMEP are eligible for purchase preference, in such case both the policies viz. Public Procurement Policy for MSE and policy for providing preference to DMEPs shall be applicable for the procurement of DMEPs.

However, in the opinion of DGH if tendered items are non splitable or non-dividable DGH reserves the right to place order to supply of 100% quantity to lowest eligible Domestic Manufacture of MSE amongst all the Domestic Manufacturers/MSEs qualifying for 20% / 15% purchase preference as the case may be.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

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

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by DGH to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.1.1 RELEASE ORDER :

Shall mean Individual delivery orders issued with reference to a Rate Contract during its validity specifying items , quantities and delivery period.

1.2 DGH/PURCHASER :

Shall mean DIRECTORATE GENERAL OF HYDROCARBONS, Noida, India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR :

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by DGH and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB-CONTRACTOR :

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

1.6 ORDER 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 ORDER unless specifically agreed to in writing by DGH.

1.7 (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

1.7 (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

1.7 (c) GST Law- means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

1.8 DELIVERY PERIOD :

Shall mean the time period by which delivery of ordered goods at DGH, Noida, as indicated in the ORDER, is to be effected.

1.9 DESTINATION :

Shall mean the location of the consignee for which this ORDER has been issued.

1.10 EQUIPMENT/MATERIALS/GOODS :

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.11 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

1.12 DRAWINGS :

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

1.13 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 ORDER.

1.14 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 before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.15 TESTS :

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

1.16 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the DGH or their representative or documents, drawings or other particulars in relation to the ORDER.

1.17 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LoA indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by DGH.

2. SCOPE OF ORDER :

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

2.2 Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIER's responsibility), shall be provided by the SUPPLIER without any extra cost.

2.3 The EQUIPMENT shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of DGH.

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/MATERIALS:

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to DGH.

3. SPECIFICATION, DRAWING, TECHNICAL MANUALS :

3.1 The SUPPLIER shall furnish copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment to HoD (MM), DGH

3.2 The SUPPLIER shall be responsible for any loss to DGH consequent to the furnishing of the incorrect data/drawings.

4. ACCEPTANCE OF OFFER

4.1 With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by DGH, by means of LoA/purchase Order, the contract is concluded.

4.2 The LoA / Purchase Order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

4.3 Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by DGH by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by DGH.

4.4 Recovery of liquidated damages by the DGH from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by DGH.

5. NOTICES & ADDRESSES :

5.1 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 well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

5.2 Directorate general of Hydrocarbons

H o D (MM)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Fax : +91 120 2472049

CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

6. MODIFICATION IN ORDER :

6.1 All modifications leading to changes in the order 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 ORDER.

6.2 DGH shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

7. JOINT AND SEVERAL RESPONSIBILITY :

7.1 Where SUPPLIER's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) DGH will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by DGH with a view to ensuring the exchange of all relevant data and information.

8. PERFORMANCE SECURITY /PERFORMANCE BOND

8.1 The successful Bidder, within 15 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 10 % of the contract value in the form of Bank Guarantee from a nationalized /scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

8.2 DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

8.3 Performance Security/ Performance Bond shall be refunded/returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.

8.4 In the event of non performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.

8.5 The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

9.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, DGH shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to DGH within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period DGH shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

10. PERFORMANCE GUARANTEE

10.1 SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

10.2 Materials/equipment that shall be purchased from the subcontractor(s) shall have to fulfill the requirement as laid down vide para 9 above.

11. REJECTION

If DGH finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters DGH will be the sole judge), DGH shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to DGH other rights and remedies to recover from the SUPPLIER any loss which the DGH may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, DGH will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to DGH, pay balance to the SUPPLIER.

12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

12.1 Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver and/or commission the stores, or any installment thereof within the period fixed for such delivery and/or commissioning in the schedule 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,:

(a) 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 contract / PO 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 and/or commission within the period fixed for delivery and/or commissioning in the schedule, where delivery and/or commissioning thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 10 % of contract / PO price of the whole unit of stores which the contractor/supplier has failed to deliver and/or commission within the period fixed for delivery and/or commissioning.

OR

(b) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

12.2 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. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

12.3 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.

13. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

14. INSPECTION/TESTING OF MATERIAL :

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

15. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

15.1 If DGH finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which DGH will be the sole judge, DGH will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfillment of the contract.

15.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

16. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

17. VARIATION IN QUANTITY

DGH is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

18. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. INTER-CHANGEABILITY OF PARTS :

19.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to DGH before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

19.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

19.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

20. BREAKAGE/SHORTAGE :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

21. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence- fee(s) as may be necessary. The CONTRACTOR shall keep DGH indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against DGH on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the CONTRACTOR shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against DGH (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep DGH indemnified from and against all consequence thereof.

22. 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. The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely DGH and the CONTRACTOR. 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 clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and 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 cancelling this contract in whole or part at its discretion without any liability at its part. Time for performance of the

relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23. LANGUAGE/TERMINOLOGY :

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice is verbatim in English and not at variance.

24. PACKING & MARKING :

The SUPPLIER shall consign/ship the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from CONTRACTOR's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

24.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

25. PAYMENT OF GST ON SUPPLY OF GOODS AND/OR SERVICES

25.1 'GST legislations' means any or all of the following legislations as may be applicable to the Bidder and DGH: -

- the Central Goods & Services Tax Act, 2017;
- the Integrated Goods & Services Act, 2017;
- the Union Territory Goods & Services Tax Act, 2017;
- the Goods & Services Tax (Compensation to States) Act, 2017;
- the respective State Goods & Service Tax Acts'
- the Customs Act and the Customs Tariff Act.

25.2 Payment of GST (on supply of Goods and/or services as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account.

25.3 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 tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods and/or services will be to the account of DGH. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

25.4 Any increase in the rate of taxes & duties on supply of goods and / or services to DGH 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 the rate of taxes and duties on supply of goods and/or services to DGH during extended period of the contract/ supply order will be to the account of DGH.

25.5 SUPPLIER shall provide all the necessary compliances / Invoice / documents for enabling DGH to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract. The SUPPLIER should provide tax invoice issued under GST legislations read with the GST (Tax Invoice, Credit and Debit Notes) Rules for the Services and/or Goods. Payment towards GST shall be released by DGH only against appropriate document ie tax invoice for availing Input tax credit (as applicable).(Not applicable for the bidder who are under composition levy)

25.6 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GSTIN (under the relevant Tax Rules) of the SUPPLIER
- (ii) Name and Address and GSTIN of the Purchaser (Address of DGH)
- (iii) Description, Classification and Value of goods /services, the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).
- (iv) HSN or SAC of goods or services, respectively
- (v) Contractor should mention the Place of Supply in its invoice as per GST legislations

Note: Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as DGH.

25.7 Any claim or reduction on account of change in the rate of taxes and duties on the supply of goods and/or services to DGH shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

26. CONCESSION PERMISSIBLE UNDER STATUTES

The Supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where Supplier/Contractor does not avail exemptions/concessional rate of GST. DGH will not take responsibility towards this. However, wherever required and applicable, DGH shall provide the necessary documents as required under the notification (s) for the Supplier/Contractor to obtain such concessions. Supplier/Contractor must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

27. PROGRESS ON MANUFACTURING OF ITEMS:

27.1 From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

27.2 In case any part of the order is sub-contracted to a Micro or Small Enterprise as per contract conditions then the supplier shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor to DGH.

28. TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order. Payment shall be subject to Tax Deduction at source as per Indian Tax Laws. The original invoice should accompany the following documents/details:

- a) Copy of valid GST registration certificate under the GST legislations.
- 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) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately etc.
- d) Proof of delivery in case of direct / door delivery.
- g) Warranty/ Guarantee Certificate.

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

29. CORPORATE TAXES:

29.0 The SUPPLIER shall bear all direct taxes, levied or imposed on the SUPPLIER under the laws of India, as in force from time to time.

29.1 The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the DGH for discharging any of its responsibilities under such laws in relation to or arising out of the SUPPLY ORDER.

29.2 Tax shall be deducted at source by DGH from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

29.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the SUPPLIER does not furnish its PAN, DGH shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

29.4 For the lapses, if any, on the part of the SUPPLIER and consequential penal action taken by the Income Tax department, the DGH shall not take any responsibility whether financial or otherwise.

30. ARBITRATION

30.0 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.

30.1 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.

30.2 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.

30.3 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.

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

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

30.6 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.

30.7 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.

31. APPLICABLE LAW AND JURISDICTION

The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

32. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

33. LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party 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 profit or interest costs or environmental pollution damage whatsoever arising.

A. SCOPE OF SUPPLY/TECHNICAL SPECIFICATIONS:

A.1 DESKTOP PCs: Total 78 nos. of Desktop PCs Make: HP / Dell / Lenovo with following specifications are to be supplied along with installation and commissioning at DGH office.

Recommended Brands: HP / Dell / Lenovo (As per Gartner's Lead quadrant)

Sr. No.	Parameters	Minimum Requiements	Compliance (Yes/No)	Remarks
1	Operating System	Windows 10 Pro		
2	Processor	Intel Core i7, 7th Generation, 3.6 MHz, 6 MB Cache		
3	Chipset	Intel Q270, Integrated		
4	Graphics	Intel HD Graphics 630		
5	RAM	8 GB, Expandable upto 32 GB		
7	Internal Storage	1 TB		
8	Cabinet	Small Form Factor		
9	Optical Drive	DVD(R/W)		
10	Network Connectivity	Gigabit Port		
11	Expansion Slots (PCIe X1)	1 No.		
12	Monitor	19.5 inches TFT (1440 x 900 Pixels), TCO certified		
13	Internal Speakers	Yes		
14	Communications	Realtek Ethernet (10/100/1000)		
15	Ports and Connectors	2 USB 2.0 ; 4 USB 3.0; 1 VGA; 1 DVI - D; 1 HDMI; 1 Serial; 1 Ethernet (RJ45); 2 Audio (Microphone & Headphone)		
16	Speakers	Internal		
17	Keyboard	Standard		
18	Mouse	Optical Mouse		
19	Certification	Energy star 6.1		
20	Power Supply	Less than 200 Watt, 85% efficiency		
21	Make	All the components of Desktop unit viz. the CPU, Monitor (Display unit), Keyboard & Mouse should be of same OEM / Make.		
22	Warranty	3-year onsite warranty.		

1. Bidder to write Yes / No against each point under the “Compliance” column.

2. Bidder has to submit documents in support of all compliances made under Compliance column. and mention relevant pages from product brochure / documents (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.

A.2 Printers: Model- Canon LBP6030B Total 20 nos. of Canon LBP6030B printers with following specifications are to be supplied along with installation and commissioning at DGH office

Sr. No.	Parameters	Minimum Requirements
1	Compatible Operating System	Windows 8.1, Windows 8, Windows 7, Windows Vista, Windows XP (SP3)* or higher
2	Printing Type:	Black and White
3	Printing Technology	Laser
4	Print Resolution	600x600 DPI
5	Print Speed Black:	18 PPM
7	Paper Size:	A4, A5, B5
8	Color:	Black
9	Paper Tray:	150 Sheets
10	Noise Level:	49.3 DB
11	Warranty	3-year onsite warranty.
12	Printer Type:	Single Functional
13	Memory	32 MB

A.3 Printers: Model- HP Officejet Pro 8710 Total 10 nos. of Canon HP Officejet Pro 8710 printers with following specifications are to be supplied along with installation and commissioning at DGH office

Sr. No.	Parameters	Requirements
1	Functions	Print, copy, scan, fax
2	Print Speed	Black (ISO): Up to 19 ppm; Color (ISO): Up to 14.5 ppm; First Page Out Black: As fast as 12 sec; First Page Out Color: As fast as 13 sec; Black (Draft): Up to 31 ppm; Color (Draft): Up to 31 ppm
3	Print Resolution	Black (best): Up to 1200 x 1200 , Color (best): Up to 4800 x 1200
4	Print Technology	HP Thermal Inkjet
5	Print Cartridges Number	4 (1 each black, cyan, magenta, yellow)

6	Printer Smart Software Features	Orientation: Portrait/Landscape; Print on Both Sides: None/Flip on Long Edge/Flip on Short Edge; Quality Settings: Draft/Normal/Best; Color: Black & White/Color;
7	Scan Type / Technology	Flatbed, ADF; Contact Image Sensor (CIS)
8	Scan Resolution	Hardware: Up to 1200 x 1200 dpi; Optical: Up to 1200 dpi
9	Scan File Format	Scan File Type supported by Software: Bitmap (.bmp), JPEG (.jpg), PDF (.pdf), PNG (.png), Rich Text (.rtf), Searchable PDF (.pdf), Text (.txt), TIFF (.tif)
10	Scan Size Maximum	ADF: 8.5 x 14 in; Flatbed: 8.5 x 11 in
11	Copy Speed	Black (ISO): Up to 13 cpm ¹ ; Color (ISO): Up to 11 cpm; Black (Draft): Up to 31 cpm; Color (Draft): Up to 31 cpm
12	Copy Resolution	Black (text and graphics): Up to 1200 x 600 dpi; Up to 1200 x 600 dpi; Color (text and graphics): Up to 1200 x 600 dpi
13	Maximum Number Of Copies	Up to 99 copies
14	Fax Speed Letter	Letter: 4 sec per page
15	Standard Connectivity	1 USB 2.0; 1 Host USB; 1 Ethernet; 1 Wireless 802.11b/g/n; 2 RJ-11 modem ports
16	Network Capabilities	Standard (built-in Ethernet, WiFi 802.11b/g/n)
17	Wireless Capability	Yes
18	Memory	Standard: 128 MB; Maximum: 128 MB
19	Processor Speed	600 MHz
20	Duty Cycle	Monthly, letter: Up to 30,000 pages
21	Media Types Supported	Plain paper; Thick plain paper, HP Bright White Paper, HP Premium Presentation Paper, Matte, Other Inkjet Papers,
22	Media Sizes Supported	Letter, Legal, Government Legal
23	Paper Handling	250-sheet input tray; 150-sheet output tray; Duplex Options: Automatic (standard);
24	Display Description	2.65" (6.75 cm) CGD touchscreen
25	Compatible Operating Systems	Windows 8.1, Windows 8, Windows 7, Windows Vista, Windows XP (SP3)* or higher (32-bit only):
26	Power	Power Supply Type: Internal (Built-in) Universal Power Supply; Power Requirements: Input voltage: 100 to 240 VAC (+/- 10%), 50/60 Hz;

27	Accessories to be included:	Automatic two-sided printing accessory; HP All types of Print cartridges power cord; Phone cord; CD-ROMs (for software, Windows and Mac printer drivers, and User's Guide)
28	Warranty	Onsite Three years warranty;

A-4 Scanner: Model- Canon DR-C130 1 no. of Canon HP DR-C130 scanner is to be supplied along with installation and commissioning at DGH office

A-5 MS Office 2016 Business Edition License Total 93 nos. of MS Office 2016 Business Edition License are to be supplied along with installation and commissioning at DGH office

Note:

1. Bidder to write Yes / No against each point under the "Compliance" column.
2. Bidder has to submit documents in support of all compliances made under Compliance column and mention relevant pages from product brochure / documents (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.

PRICE SCHEDULE/PRICE FORMAT
(To be submitted in separate sealed envelopes for each item)

Sl. No	Description	Quantity	Make / Model quoted	Unit Price (Exclusive of Taxes)	GST @.....%	GST Amount	Total Price
a	b	c	d	e	f	$g = e * f$	$h = c * (e + g)$
1.	Desktop PCs	78					
2.	Printer- Canon LBP6030B	20	Canon				
3.	Printer -HP Officejet Pro 8710	10	HP				
4.	High Speed Scanner -Canon DR-C130	01	Canon				
5.	MS Office 2016 Business Edition License	93	Micro Soft.				

Notes:

- Bidder has to quote in the above mentioned price format only.
- Prices should be inclusive of all taxes & duties, packing & forwarding charges etc. for door delivery at DGH, Noida office.
- Bidder has to mention the Make and Model of the quoted Laptops PCs in the technical bid price format as well as in the price bid.
- Bidder must ensure that offered Desktop PCs, printers, scanners and MS Office License should confirm the technical specifications mentioned in the scope of supply.
- Bidder has to provide the technical catalogues of the offered items to confirm the minimum specification mentioned in the Scope of supply/Technical Specification at Annexure-IV.
- Delivery: At DGH office, Noida within 30 days from the date of receiving of purchase order. Installation and commissioning to be done by supplier
- Liquidated clause (LD) will be imposed in case of any delay in supply as well installation and commissioning.
- Price format will cover the complete Scope of Supply and terms & conditions at Annexure-IV.
- Bid will be evaluated as per "Price Evaluation Criteria" mentioned at Cl. C of Annexure-II.