



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. email- mm@dghindia.gov.in

INVITATION FOR BID
(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Supply, installation & commissioning of gas based fire suppression system in Physical Asset Library at Secondary Data Center at STPI, Bhubaneswar** under single stage two Bid System from the following known indigenous prospective suppliers / manufacturers:

1	M/s Zerone Technologies Pvt. Ltd.	1168-1169, Tower-B, Space IT Park, Sohna Road, Gurgaon, Haryana-122002
2	M/s Siemens Ltd.	Shanti Palli, Rashbihari, Bypass Connector, Kolkata-700042, India
3	M/s AR Building Solutions	RZ-3097/34, Tughlakabad extension, New Delhi - 110019
4	M/s Kosmosys Solutions Pvt. Ltd	E 43, Kilokari Ring road next to CTC Plaza, Delhi-110014
5	M/s Vijay Security Systems Pvt Ltd	F-12/1, Sector- 27, DLF phase I, gurgaon-122002
6	M/s Triente Technologies	66/A, 2nd Floor, Mohindra Kunj, Laxmi Market, Munirka New Delhi-110067

Other eligible bidders may download the Complete Tender Documents from DGH's web site www.dghindia.gov.in. (under the link "Tender") and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>, within the end date for download. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.

Bidders are requested to go through the complete bid documents and the Bidder Qualification Criteria under the Bid Rejection Criteria, Scope of Supply /Service etc. in particular before submission of the Bid. All the bids including those from the prospective bidders listed above will be subject to Bidder Qualification Criteria.

**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,

Sir/s,

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

The salient features of the tender are:

1	Tender No.	:	MM-12017/4/2018-DGH /3463/ENQ-106
2	Type of Bid	:	Limited Tender under 2 Bid System (Techno-commercial Bid & Priced Bid)
3	Brief Description of the Services / Scope of Supply.	:	Supply, installation & commissioning of gas based fire suppression system in Physical Asset Library at Secondary Data Center at STPI , Bhubaneswar, Odisha (Please see Annexure-IV for detailed Scope of Work.)
4	Delivery/Installation Period	:	8 weeks from Letter of Award (LoA).
5	Terms of Delivery	:	FOR SDC at STPI, Bhubaneswar
6	Cost of Bid Documents (Tender Fee)	:	Nil
7	Last Date for receipt of queries from vendors	:	26.02.2018
8	Last date for downloading tender documents	:	Same as bid closing date & time as given below
9	Bid Closing Date & Time	:	05.03.2018 at 1100 Hrs
10	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector- 73, Noida -201301. India.
11	Bid Opening Time, Date & Place	:	Techno-commercial bid : 1200 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.
12	Bid validity	:	90 days from bid closing date.

13	Amount of Bid Bond (original Bid Bond to be enclosed with the Techno-commercial Bid only)	:	Rs. 50,000.00 Bid Bond should be valid for 45 days beyond the validity of the bids asked for in the Bid Documents.
14	Amount of Performance Security to be submitted only by the Successful Bidder.	:	7.5% of total contract value valid for a period of 02 months beyond warranty period.
15	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

Encl: As above

HOD (MM)
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 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 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

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 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 : Proforma certificate on relatives of Director of DGH

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.

4.2 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.

5.0 AMENDMENT OF BID DOCUMENT

5.1 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.

5.2 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.

5.3 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

6.0 LANGUAGE AND SIGNING OF BID

6.1 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.

6.2 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".

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

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

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

6.14 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.

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

7.1 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.

8.0 DOCUMENTS COMPRISING THE BID

8.1 Techno-commercial Bid:

8.1.1 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**)

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.

8.2 Price Bid

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

9.0 BID PRICES

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

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

9.3 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.

9.4 Concessions permissible under statutes

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

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

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

9.6 GST Liability:

9.6.1 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)

9.6.2 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.

9.6.3 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.

- 9.6.4** 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.
- 9.6.5** 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 duty / tax, if the finally assessed amount is on the higher side.
 - b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.
- 9.6.6** 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.
- 9.6.7** 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 service, the Bidder shall not include GST in the quoted prices.
- 9.6.8** 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

10.0 PAYMENT TERMS: Within 30 days of receipt of Invoices after successful delivery, installation and commissioning.

11.0 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 along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. 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.

12.0 VAGUE AND INDEFINITE EXPRESSIONS

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 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.

13.2 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.

14.0 BID SECURITY

14.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **16.7**.

14.2 MSEs eligible as per Ministry of MSME's guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.

14.3 The Bidders not covered under Para **16.2** above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid".

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

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

(ii) A Bank Guarantee as per **Appendix-3**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for 45 days beyond the validity of the bids asked for in the tender.

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

14.6 Subject to provisions in para **16.2** above, offers without Bid Security will be ignored.

14.7 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.

14.8 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).

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

15.1 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

16.0 SEALING AND MARKING OF BIDS.

16.1 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.

16.2 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.

16.3 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).

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1100 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 **1100 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.**

18.0 LATE BIDS

18.1 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.

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

20.0 OPENING OF BIDS

20.1 The bid will be opened at **1200 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.

20.2 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

21.0 EVALUATION AND COMPARISON OF BIDS

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

22.0 UNSOLICITED POST TENDER MODIFICATIONS

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

23.0 EXAMINATION OF BID

23.1 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.

23.2 **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.**

24.0 SPECIFICATIONS

24.1 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.

25.0 PURCHASE PREFERENCE

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

F. AWARD OF CONTRACT

26.0 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.

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

27.1 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.

28.0 NOTIFICATION OF AWARD (NOA)

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

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

28.3 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.

29.0 PERFORMANCE SECURITY:

29.1 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) as per **Appendix-4** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

29.2 The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 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 Contractor by the period equivalent to the extended period.

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

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

30.0 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.

31.0 Submission of forged documents:

31.1 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 fulfilment 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.

31.2 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 PROFORMA

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 Supplies / 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_____

Seal of the Company

Date

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 OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)_____ registered under the laws of _____ having its head/registered office at _____ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes 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:

11. 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

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

Attorney as per power of

Attorney No.....
Dated

Appendix-5 to Annexure-I**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?		
3	In case of Exemption of Bid Security, necessary certificates attached along with Techno-Commercial Bid ?		
4	Whether Appendices of Annexure-I, as under, has been submitted along with Techno-commercial Bid, duly filled in and signed ?		
4a	Appendix-1 : Bid Submission Proforma.		
4b	Appendix-5 : Check List		
4c	Appendix-6: Bidders Past Services (Similar) Proforma.		
4d	Appendix-7: Bidder's Information Proforma		
5a	Whether all the clauses of the bidding document are accepted ?		
5b	Whether you have taken any exception/deviations to the bid document ?		
5c	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)		
6	Whether prices quoted will remain firm through the contract period and without any qualifications?		
7	Whether the period of validity of the offer is as required in bidding document?		
8	Whether your offers conform to the delivery/contract period indicated in the bid?		
9	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 ?		
10	Whether it is ensured that prices are not disclosed in the Techno-Commercial Bid Envelope?		

Signature of the Bidder

Name_____

Seal of the Company

PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons (DGH).

We certify that to the best of my/our knowledge:

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

**Authorised Signatory of
The Contracting Party**

Place...

Date...

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA

B.1 TECHNICAL REJECTION CRITERIA

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

- (i) The bids must conform to the technical specifications and terms and conditions given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the products/materials offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply, Works and Services, Terms & conditions and Special Conditions of the contract.
- (ii) The bidder shall have successfully completed similar type of work in government department (central or state) or government undertakings or corporate house. The values of such work should be as per the following magnitude during last 7 years ending last day of month previous to the one in which applications are invited:
 - (i) Three similar completed works each costing not less than Rs. 8 lakhs
Or
 - (ii) Two similar completed works each costing not less than Rs. 12 lakhs
Or
 - (iii) One similar completed works each costing not less than Rs. 25 lakhs

(Similar nature of job mentioned above means experience for execution of fire fighting system)

To this effect, Bidder should submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents (indicating respective contracts/LOI/NOA and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts/work cited above.

- (iii) Average Annual financial turnover as per Audited Annual Reports for the last three accounting year ending 2016- 2017 preceding scheduled bid opening date should be at least Rs. 12.5 lakhs

For Proof of Annual Turnover any of the following documents /photocopy must be furnished

A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.

Audited Balance Sheet and Profit & Loss account.

- (iv) The bidder should have all certification required for carry-out the work

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 Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-II** and Instruction to Bidders at **Annexure-I** by attaching digitally signed tender document.

3.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee.
- b) Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".
- c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d) Offers which do not conform to DGH's price bid format.
- e) Offers which do not confirm to the contract period indicated in the bid.
- f) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straight away rejected.
- g) Offers not accompanied by copy of PAN Card will be rejected.
- h) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- i) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.

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

C. Price Evaluation Criteria

- (i) Evaluation of bids:** Evaluation will be made on the basis of “Total Amount (in INR) including taxes, duties, packing & forwarding and delivery charges etc.”
- (ii)** Total price shall be inclusive of applicable tax, any other statutory levies, and Transportations & insurance charges.
- (iii)** If there is any discrepancy/calculation mistake between the unit price and Net amount, unit price will prevail and Net Amount shall be corrected.

G. General:

- 1.** The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
- 2.** The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
- 3.** On site inspection will be carried out by DGH’s officers / representative /Third Parties at the discretion of the DGH.
- 4.** To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected

MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT

(To be signed with the successful bidder)

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

1.0 DEFINITIONS:

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

1.1 CONTRACT

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

1.2 DGH:

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

1.3 SITE:

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

1.4 DGH'S SITE REPRESENTATIVE:

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

1.5 CONTRACTOR:

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

1.6 SUB-CONTRACT:

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

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

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

1.9 CONTRACT PRICE

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

1.10 DAY

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

1.11 EQUIPMENT/MATERIALS/GOODS:

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

1.12 WORKS / OPERATIONS:

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

1.13 GUARANTEE:

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

1.14 MOBILISATION:

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

1.15 DEMOBILISATION:

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

1.16 DRAWINGS:

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

1.17 SPECIFICATIONS:

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

1.18 INSPECTORS:

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

1.19 TESTS:

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

1.20 FACILITY:

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

1.21 THIRD PARTY

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

1.22 APPROVAL:

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

1.23 SINGULAR/ PLURAL WORDS:

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

1.24 GROSS NEGLIGENCE:

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

1.25 WILLFUL MISCONDUCT:

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

2.0 SCOPE OF SUPPLY / WORK / CONTRACT:

Scope of the SUPPLY/WORK/CONTRACT shall be as defined in the CONTRACT, specifications at Annexure-IV.

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

3.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective after placement of LOA. DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract.

3.2 MOBILISATION TIME: The mobilization should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which LOA is placed, will be treated as date of commencement of Contract.

3.4 DURATION OF CONTRACT: The contract shall be for the period of 10 weeks from the date of placement of LOA or till completion of work/supply as per scope of work mentioned at Annexure-IV of the tender document.

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

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

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

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

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

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

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

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

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

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

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

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

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

7.0 WARRANTY AND REMEDY OF DEFECTS

7.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards

and drawings set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

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

8.0 NOTICES AND ADDRESSES:

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

8.1 Directorate general of Hydrocarbons

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

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

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

9.0 DUTIES AND POWER /AUTHORITY:

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

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

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.

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

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

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

10.2 Entire Agreement:

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

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

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

10.5 Waivers and amendments:

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

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall pay to CONTRACTOR for the services/supply, to be provided by the CONTRACTOR as per the Scope of supply(**Annexure-IV**). The rates payable shall be firm during the entire CONTRACT period, including extension period, if any.

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

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

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

- a) Copy of valid registration certificate under the GST Tax rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in **Annexure-I** (i.e. 'Instructions to bidders') of bid document.
- c) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Tax registration number, Rate and amount of GST shown separately).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.
- h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

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

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

11.5 DGH's right to question the amounts claimed

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

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1 A Claims

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

12.2 B. Notice of claims

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

12.3 Taxes

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

12.4 Personnel taxes

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

12.5 Corporate taxes

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

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

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

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

13.0 PERFORMANCE

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

14.0 PERFORMANCE BOND

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (7.5 % of the Total contract value) to be submitted within 21 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 03 months beyond warranty period towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

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

15.0 DISCIPLINE

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

16.0 SAFETY AND LABOUR LAWS

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

16.1 Verification of character and antecedents of Contractual Manpower

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

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

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

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

17.0 SECRECY

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

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

18.0 STATUTORY REQUIREMENTS

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

19.0 INSURANCE

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

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

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

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

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

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

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or

in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

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

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

b) loss or damage to :

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

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

20.2 Indemnity by DGH:

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

a) personal injury, illness or death of

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

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

b) any loss or damage to :

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

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

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

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

21.2 Termination on account of force majeure

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

21.3 Termination on account of insolvency

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

21.4 Termination for unsatisfactory performance

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

21.5 Termination for delay in mobilisation

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

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

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

21.8 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

21.9 Consequences of termination

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

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

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

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

action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

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

22.0 SEVERABILITY

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

23.0 WITHHOLDING

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

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

23.1.3 Defective work not remedied by the Contractor.

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

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to withhold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

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

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

24.0 CHANGE IN LAW

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

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

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

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

24.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

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

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

25.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds. Upon the occurrence of such cause and upon its

termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of cancelling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

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

27.0 PREFERENCE TO LOCAL COMPANIES

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

28.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at new Delhi (the place where the CONTRACT is signed in India).

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

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

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

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

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

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

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

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

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

30.0 CONTINUANCE OF THE CONTRACT

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

31.0 INTERPRETATION

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

32.0 PATENT INDEMNITY

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

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

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

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

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

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

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

33.0 INDEPENDENT CONTRACTOR STATUS:

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

34.0 LIMITATION OF LIABILITY

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

35.0 FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:

- (a) Date of completion of the work/job/supply shall be the essence of the contract. If the contractor/supplier fails to complete/deliver the work/material as per time schedule mentioned at clause no.5 of Annexure-IV or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:
- (b) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the total contract value per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 10% of Total contract value which the contractor/supplier has failed to deliver within the period fixed for delivery. Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms

of supply order/contract or otherwise. Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

OR

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

Scope of Work/Technical Specification

The objective is to select a vendor that will provide Clean Agent Fire Extinguishing System for Secondary Data Center, Bhubaneswar. The work involves supply of all materials and equipments, installation & commissioning, fabrication, testing, and performance guaranteeing of total flooding (main room and above false ceiling) Clean Agent Fire Extinguishing System, completed in all respect as detailed.

1. General description

This specification covers the requirements of total flooding Clean Fire Extinguishing Agent to be considered is Novec-1230 as mentioned in NFPA 2012 or the latest edition. It is a Fluorinated Ketone with a chemical structure of $\text{CF}_3\text{CF}_2\text{C}(=\text{O})\text{CF}(\text{CF}_3)_2$. Novec 1230 fluid does not deplete ozone (ODP 0) and has a global warming potential of 1 over 80 years, equivalent to that of carbon dioxide. The system shall be designed to meet the minimum requirements of total flooding fire extinguishing Clean Agent system as per NFPA-2001(2012 or latest edition). The complete Novec 1230 clean agent system along with all devices and equipments and software program for design calculation should be approved by UL/FM/Vds/LPCB.

All equipments should be approved by UL/FM/Vds/LPCB and cylinders along with cylinder valve assemblies shall be seamless and PESO approved. Anything specified as “Mandatory” in NFPA-2001, although not specifically mentioned in this specification, shall form part of this specification.

The system shall include Clean Agent Fire Extinguishing System complete with filled up Clean Agent cylinders, cylinder rack, manifolds, alarms/ hooters, sensors/ detectors, control Panels, cylinder valves, pipes, discharge nozzles, bracket supports, hangers and such other fittings as necessary for complete installation of the system including removal/re-fixing of false ceiling and floor of risk area, fixing fasteners and other activities to install the system.

1.1. CODES AND STANDARDS: The latest editions of the following codes, specification and regulations shall be used for the detailed design and specification of Clean Agent system.

- a. NFPA 2001 (2012 edition): National Fire Protection Association, (Standard on Clean Agent fire extinguishing system)
- b. NFPA 70 : National Electric Code
- c. NFPA 72: National Fire Alarm Code
- d. SMPV Rules, PESO Nagpur (For storage cylinders)
- e. Clean Agent manufacturer’s recommendations

2. DESIGN REQUIREMENTS

2.1. System

The centralised system shall be designed to protect the single largest risk area (volume wise) of all the portions simultaneously i.e. main room and above false ceiling. Volume of main room and above false ceiling shall be calculated based on the relevant Architectural and Structural drawings. However, the design volume shall not be less than minimum volume capacity required for compactor room of approximate area of 730 sq ft (L-11245 mm X B-6071mm X H-2591mm (floor to false ceiling)) to be covered.

2.2. Dimensions of room to be covered

Detailed dimensions of compactor room to be covered by gas based fire suppression system:

Length: 11245 mm

Width: 6071mm

Height (floor to false ceiling): 2591mm

2.3. **System Operation**

The system shall comprise of the following mode of operation and actuation and cancellation facility etc. with necessary control panel: System operation shall be possible by the following means:

- a) Automatically due to fire detection in the protected area.
- b) Operation of manual release push button located adjacent to protected area.
- c) By operating manual lever provided on electrical/ manual control head on pilot cylinder
- d) By push button actuation at Clean Agent control panel, in manual mode

The Clean Agent shall be discharged / actuated automatically after an adjustable time delay based on the detection signal received. The delay shall be minimum 30 seconds; however it shall be adjustable from 30 to 120 seconds. Hooters shall be adequately placed in the local control panel of Clean Agent system and at other designated locations, which shall operate once the gas is released. During time delay, there shall be a pre-discharge alarm (audio + visual). Hooter shall follow the alarm once the gas is discharged.

2.4. **Clean Agent Gas & its grouping/distribution**

System operating devices shall be listed or approved type electrical and/or pneumatic means as per NFPA-2001(2012 latest edition). Where multiple cylinders are required for one hazard area, a common manifold shall be used. Each cylinder shall discharge through the manifold through common piping and discharge nozzles. All cylinders supplying a common manifold shall be interchangeable and of one standard size. Clean Agent banks with filled up 100% stand by cylinders shall be provided for the risk area. It shall provide protection during the period that the main supply is out of service for recharge. Both main and reserve cylinders shall be permanently connected to the distribution piping through manifold and arranged for easy and auto change over.

- 2.4.1. The Manual Release Station and Abort Station shall be located at major points of egress. The MRS shall provide a means of manually discharging the automatic fire extinguishing system when used in conjunction with the control panel.
- 2.4.2. The system shall be provided with audio and visual alarms. The delay/discharge time and installation requirement of NFPA 2001 should be complied with.
- 2.4.3. Contractor should supply control panels with inbuilt logic, push buttons, lamps etc. Local control panels are required to be certified for its suitability to use in hazardous area as per area classification.
- 2.4.4. The system shall permit the use of required number of cylinders for any individual risk involved so that the concentration of gas in that risk area does not exceed the NOAEL as specified by NFPA 2001(latest edition).
- 2.4.5. Clean Agent cylinders should be installed as near as possible to the risk area to reduce the amount of piping and fittings required to install the system.

3. **SYSTEM COMPONENTS AND HARDWARES**

All the system components used in the system shall be in accordance with NFPA-2001 (latest edition). Only listed new materials and devices shall be installed.

3.1. Clean Agent

Agent properties shall be as per NFPA-2001 (latest edition). Each batch shall be tested and certified to the NFPA specification. Agent blend shall remain homogeneous in storage and use within the listed offshore environment temperature range and conditions of service encountered.

Minimum design concentration of Clean Agent gas shall be as per requirement of NFPA-2001 (latest edition) by volume for Clean Agent fire extinguishing system based on approved / listed flow calculation method.

3.2. Cylinder

Cylinder shall bear the mark of manufacturer, serial number, single test certificate issued by authority having jurisdiction and shall be duly approved by competent authority of the country of origin (i.e. UL/FM/Vds/LPCB) in addition to approval by PESO (Petroleum Explosives and Safety Organisation). Cylinders without approval will not be accepted.

- a) FK-5-1-12 fluid storage cylinders shall be provided with a safety rupture disc.
- b) Cylinders shall be equipped with a pressure gauge to indicate the internal pressures.
- c) The Clean Agent storage cylinders shall be designed to hold Clean Agent at ambient temperatures.
- d) Cylinder shall be welded, brand new (date of manufacturing of cylinders shall not be older than 1 year from the date of bid opening) and never retested.
- e) All Clean Agent cylinders supplying the same manifold outlet for distribution of the Clean Agent shall be interchangeable and of one select size and charge.

3.3. Cylinder Assembly

The Clean Agent cylinders (Main + Reserve) shall be securely supported in stainless steel enclosures having hinged access doors to allow access to cylinders for convenient individual servicing, according to the manufacturers installation manual. Such servicing shall be possible without shutting down the system.

- a) On multiple cylinder arrangements (discharging into a common hazard), one cylinder shall be designated as the pilot cylinder and employ the restorable electric actuator, mechanical manual actuator, or both. All remaining cylinders shall be pneumatically operated from the agent.
- b) Mani folded cylinders shall employ a flexible discharge hose to facilitate installation and system maintenance.
- c) The releasing device (control head) shall be easily removable from the cylinder without emptying the cylinder. While removed from cylinder, the releasing device shall be capable of being operated, with no replacement of parts required after operation.
- d) The releasing device shall also be capable of direct mechanical actuation, providing a means of discharge in the event of total electrical malfunction. The device shall be provided with a manual lever and a faceplate with clear instructions on how to mechanically activate the system.
- e) Each tank shall have a pressure gauge and low pressure switch to provide visual and electrical supervision of the container pressure. The low-pressure switch shall be wired to the control panel to provide audible and visual "Trouble" alarms in the event the container pressure drops below a certain percentage of operating pressure as per requirement of safety standard. The

pressure gauge shall be color coded to provide an easy, visual indication of container pressure.

- f) Clean Agent cylinders & accessories shall be so located & arranged that inspection, testing, recharging and other maintenance is facilitated.

3.4. Distribution Piping/Nozzles

- a. Discharge nozzles/Distribution piping shall conform to requirements of NFPA 2001 and shall be FM/UL/Vds/LPCB approved.
- b. The Clean Agent piping layout shall be such that the pipes of one risk shall not pass through that of another risk. Non combustible matter shall be used for sealing the opening.
- c. All necessary civil works for routing the piping and making those good, shall be in the scope of work of bidder.
- d. Discharge nozzles used in the system shall be listed for the use intended for discharge characteristics. Each nozzle shall be permanently marked to identify the manufacturer as well as type and size of the orifice along with tag / part number, orifice code, or other suitable marking.

3.5. Local Control Panel

The local control panel shall be free standing and be suitable for both auto and manual operation. The panel shall be naturally ventilated, totally enclosed, dust and vermin proof, with IP-41 enclosure as a minimum.

Control panel shall be provided with all alarms, indicators, caution/sign board and relays/ control switches meeting all the requirements of NFPA-2001. The system shall have a positive warning device by sounding alarm to alert personnel of the impending discharge and also a positive indication to show that the system has actuated. All indication lamps shall be LED type. Potential free contacts shall be provided from the Clean Agent Control Panel to shut off the fire dampers / louvers and Air Conditioning System.

3.6. Manual Release (Electric)

The electric manual release shall be a dual action device which provides a means of manually discharging the suppression system when used in conjunction with the detection system.

Manual actuation shall bypass the time delay and abort functions and shall cause all release and shutdown devices to operate in the same manner as if the system had operated automatically.

Manual release shall be located at each exit from the protected hazard.

3.7. Abort Station

The abort station shall be the "Dead Man" type and shall be located next to each manual release.

The abort station shall be supervised and shall indicate a trouble condition at the control panel, if depressed, and no alarm condition exists.

3.8. Caution and advisory signs

Signs shall be provided to comply with NFPA 2001 and recommendations of the equipment provider at each entrance to a protected area and at each manual release station.

4. QUALITY ASSURANCE

4.1 Equipment Manufacturer

The manufacturer of the suppression system hardware shall be ISO 9001 registered. The name of the manufacture, part numbers and serial numbers shall appear on all major suppression system components. All devices, components and equipment shall be the products of the same manufacturer or be certified by the manufacturer as compatible with devices, components, and equipment of the manufacturer. All devices, components and equipments shall be new and standard products of the manufacturer's latest design, suitable to perform the intended functions. All devices and equipments shall be UL/FM/Vds/LPCB approved. Quality of the fire suppression agent shall be ensured during system installation, subsequent refilling of agent and system integrity by the manufacturer.

4.2. Installer

The installing bidder shall be trained by the equipment manufacturer to design, install, test and maintain suppression system designed for use with FK-5-1-12 Clean Agent System. The bidder shall be an experienced firm regularly engaged in the installing, commissioning of automatic fire suppression systems using FK-5-1-12 Clean Agent System, in strict accordance with applicable standards. The bidder shall provide proof of his ability to recharge the FK-5-1-12 Clean Agent System to be installed within 24 hours after a discharge. The bidder shall be an authorized distributor of the manufacturer for the suppression system designed for use with Novec 1230 so that the immediate replacement parts are readily available from inventory.

5. INSPECTION TESTING AND APPROVAL OF INSTALLATION

The completed system shall be inspected and tested to meet the approval of DGH. Only listed and approved equipment and devices shall be used in the systems. All equipments such as cylinder, cylinder assembly, valves, nozzles, etc. shall be UL/FM/Vds/LPCB listed or approved. The vendor shall ensure that the installation of the Clean Agent System is as per the relevant codes & standards and in accordance with the manufacturer's System Design Manual.

The contractor shall perform & coordinate a complete approval test in accordance to NFPA-2001.

The bidder shall carry out the puff test as per NFPA-2001 to check that the flow is continuous and piping & nozzles are unobstructed. The flow test shall be performed using gaseous nitrogen or an inert gas at a pressure not exceeding the normal operating pressure of the Clean Agent system. The completed installation shall be inspected by factory authorized and trained personnel. The inspection shall include a full operational test of all components as per the equipment manufacturer's recommendations.

Inspection shall be performed in the presence of the DGH representative, insuring authority and/or the local authority having jurisdiction. All mechanical and electrical components shall be tested according to NFPA/ manufacturers recommended procedure to verify system integrity.

Inspection shall include a complete checkout of the control system and Certification of cylinder pressure. A written report shall be filed with the DGH. Prior to final acceptance, the contractor shall provide demonstration of the system and operational training in all concepts of the system (Control system

operation/trouble/abort/emergency procedures and safety requirements to the DGH key personnel).

All material test certificates and inspection release notes shall be submitted before dispatch of the system. All Clean Agent system components furnished under this contract shall be guaranteed against defect in design, material and workmanship for the full warranty time which is standard with the manufacturer and/or supplier but not less than one (1) year from the date of system acceptance. In addition, the installing contractor must guarantee the system against false actuation or leakage due to faulty equipment, design or workmanship for a period of one (1) year from final acceptance. In the event of Clean Agent leakage or system discharge from any of the above conditions, the installing contractor shall completely recharge and recondition the system at no cost to the owner.

It shall be vendor's responsibility to modify and/or replace the hardware if the specified functions are not achieved during testing prior to final acceptance. The vendor's responsibility at site shall include supervision of all activities necessary to complete the system.

6. System Flow Calculations

Hydraulic calculations for each system shall be done to provide information on pipe diameters, nozzle orifice size and system flow and pressures and should comply with design parameters as specified in NFPA-2001(2012 latest edition).

A complete set of hydraulic calculations shall be submitted for each system. System flow calculations shall be performed using a calculation method listed or approved by the authority having jurisdiction (i.e. UL/FM/Vds/LPCB listed or approved) and TAC accredited agency. Approval certificate of software from the UL/FM/Vds/LPC shall be submitted along with the offer.

7. DRAWINGS AND VENDOR DATA REQUIREMENTS

The Contractor shall produce the drawings/documents clearly indicating locations, installation details and operation details of all equipment associated with the Clean Agent system. General Arrangement (GA) and dimensional drawings of areas showing storage, piping and nozzles to be provided by bidder. Floor plans shall be provided showing equipment locations, piping, point-to-point wiring and other details as required. Bill of Materials Schedules, Project drawing lists and other documents (e.g. Study report, Calculation sheets, data sheets, etc.) shall be produced by MS Word or MS Excel as appropriate. Six hard copies and two soft copies (in CD) of the final deliverables must be submitted to Owner upon completion of the work. During construction stage, the Contractor is to mark any deviation from the construction design details on a set of prints of the construction package drawings. After site verification of that As Built information the Construction Package Drawings are to be updated by the Contractor to the "As Built" status.

8. Place of Delivery/Commissioning: Vendor shall be capable of delivering and commissioning gas based fire suppression system at below mentioned site location for Secondary Data Center:

5th Floor, Software Technology Parks of India,

Gotapatana, Bhubaneswar, Odisha

9. Delivery Period: Within 6 weeks from Letter of Award

10. Warranty: 1 year from date of successful installation and commissioning

Note:

1. Bidder to provide all equipments approved by UL/FM/Vds/LPC and cylinder along with cylinder valve assemblies shall be seamless and PESO approved.
2. Bidder to supply UL/FM/Vds/LPCB approved system and design calculations

Price Format

S. No.	Description	Risk area to be covered in sq m	Dimensions of risk area (compactor room to be covered) in mm	Project management & Design Charges in INR	Supply Charges in INR	Transportation Charges in INR	Installation & Commissioning Charges in INR	GST Charges @ ____%	Grand Total in INR
1	Design, engineering, supply of all materials, fabrication, installation, testing & commissioning, performance guaranteeing of total flooding clean agent fire extinguishing system, including supply of the following Clean Agent: Novec 1230, Clean Agent Storage Cylinders (main cylinders + 100% filled up standby cylinders), piping, valves, Clean Agent discharge nozzles, instruments, Clean Agent panels, piping supports, release system, directional valves, cables, fittings/supports, fire alarm system inclusive of panel, detectors etc. The entire clean agent system shall be as per NFPA-2001 (2012) and complete as per scope of work.	Approx x 68.27 sq. m.	L-11245 mm X B- 6071mm						

Note:

- (i) Bidder must quote GST rate in the price format.

- (ii) Total cost should be inclusive of applicable taxes/GST, packing, freight, Installation and commissioning charges on door delivery basis at STPI, Gotapatana, Bhubaneswar, Odisha
- (iii) Bidder should strictly follow the price format. Bid containing price quoted in any other format will be rejected outrightly.
- (iv) Bidder should strictly follow the price format. Bid containing price quoted in any other format will be rejected outrightly.
- (v) Price format will cover the complete scope of work/technical specification and bind all the terms & conditions mentioned at Annexure-IV.

Signature of the Bidder

Name_____

Seal of the Company