



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

(E-Tender Notice)

INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for **“Contractual Services for DGH Office”**, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

Bids shall be submitted by 1400 hrs on 19.08.2019.

E-Tender No.	Description of Item
MM-12018(24)/1/2019-DGH/C-4488/ENQ/160	Contractual Services for DGH Office

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

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

E-TENDER NO.: MM-12018(24)/1/2019-DGH/C-4488/ENQ/160

TENDER DOCUMENT
FOR

Contractual Services for DGH Office

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

Phone No : (+91)-120-2472000	Office of : Director General (DGH)
Tele Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA

FORWARDING LETTER

To,

Sub: E-Tender for “Contractual Services for DGH Office”.

Dear Sir,

1.0 Open Indigenous Competitive Basis tender under two bid system are invited in e-form from prospective Bidders through CPP e-bidding portal at <https://eprocure.gov.in/eprocure/app> for the above said service/work/supply/job, as per **Annexure-IV** at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	E-Tender No.	MM-12018(24)/1/2019-DGH/C-4488/ENQ/160
2	Brief Description of the Services / Scope of Supply	Contractual Services for DGH Office
3	Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	Pre Bid Conference	On 30/07/2019 at 11-00 hrs at Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
5	Last date for submission of Pre Bid Queries (To be mailed to mm@dghindia.gov.in)	Up to 25/07/2019 at 16-00 hrs.(IST)
6	E-Bid and Original documents submission closing Date & Time	19/08/2019 at 14-00 hrs.(IST)
7	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
8	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
9	Bid validity	90 days from bid closing date.
10	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	₹ 34,17,000/- Bid Bond in the form of a Bank Guarantee to be valid up to 45 days beyond the final bid validity period.
11	Performance Guarantee to be submitted only by the successful Bidder	7.5% of the Annualized Average Contract value to be submitted within 21 days of submitting the letter of Intent (LOI). Bidders should ensure that the Performance Bank

		Guarantee should be valid for a period extending to 60 days beyond the date stipulated for completion of the contract.
13	Duration of the Contract	Three years from the date of commencement of contract.
12	Signing of Contract	Contract is to be signed within 28 days of date of issue of LOI.

2.0 Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

3.0 Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.

4.0 Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.

5.0 Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.

6.0 Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Cl. No. 7.0 of Annexure-I of bid document.

List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-9 of Annexure-I of Bid document.

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

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

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

10.0 Other details and terms/conditions are as per the following **Annexure I - VI**.

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

Thanking you,

HOD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

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

2.0 PRE BID CONFERENCE: Pre Bid Conference shall be held on the aforesaid date (mentioned in forwarding letter). Two (2) representatives of each bidder shall be allowed to participate in the pre bid conference. Bidder must send email confirmation regarding their participation in pre bid conference along with their queries to mm@dghindia.gov.in on or before last date for submission of Pre Bid Queries.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

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

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

5.1 The services/scope of supply 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 : Proforma Certificate on relatives of DG/Directors of DGH

Appendix-4 : Proforma for Changes/Modifications Sought by Bidders.

Appendix-5 : Bid Bond Bank Guarantee proforma.

Appendix-6 : Bank Guarantee for Performance Security

Appendix-7 : Undertaking / Declaration

Appendix-8 : Pre Contract Integrity Pact

Appendix-9 : List of documents to be uploaded/submitted along with techno-commercial bid

Annexure-II : General Terms & Conditions of Contract

Annexure-III : Bid Evaluation Criteria

Appendix-10 : Format for Technical Bid

Appendix-11 : List of Major Clients, including Govt. Organization/ Academic Institutions

Appendix-12 : BEC Matrix

Annexure-IV : Scope of work/service

Annexure-V : Price Format/Price Schedule/BOQ

Annexure-VI : E-Bidding Instructions to Bidders

5.2 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.

6.0 CLARIFICATION ON BID DOCUMENT

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

7.0 AMENDMENT OF BID DOCUMENT

7.1 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.

7.2 The Addendum will be hoisted on DGH's website and GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid websites till the bid submission date to update themselves about modifications to the Bid documents, if any, in order to submit their offer accordingly.

7.3 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

8.0 SUBMISSION OF BID

8.1 The bidders shall submit the bids electronically and sign digitally.

8.2 Tenders are invited online through Single stage and two envelope or bid systems. The first electronic envelope/bid is techno-commercial bid envelope and second electronic envelope is financial bid envelope.

8.3 The bidder shall submit Techno-Commercial & Financial bids simultaneously.

Note: Techno-Commercial bid will be evaluated first and thereafter financial bids of qualified bidders only shall be opened.

8.3.1 The techno-commercial bid electronic envelope will contain the follows:

- a. Scanned copy of the following original documents:
 - i. DD/ Bid Bond for EMD.
 - ii. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- b. Bid document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.

- c. Duly signed and scanned copies of required documents as mentioned at Appendix-9.

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder.

8.3.2 The Financial bid electronic envelope will contain: Scheduled of Rate/Price Schedule.

Note: Detailed instructions regarding online bid submission are available in Annexure-VI of Tender Document as “E-Tendering instructions to the bidders”.

8.4 Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:

- i) DD/ Bid Bond (Original) for EMD/Bid security.
- ii) Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- iii) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, Physical documents against e-Tender No. _____, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/ delivered elsewhere or late.

8.5 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. However, the said translations should be certified by some official translator.

8.6 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.

8.7 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.

8.8 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.

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

9.1 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.

9.2 Prevailing Government guidelines regarding Tender Fee /Bid Security /Performance Security / Purchase or Price Preference shall be applicable, provided the bidder submits necessary evidence for eligibility, along with the bid.

10.0 BID PRICES

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

10.2 Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

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

10.4 Bidders are not allowed 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.

10.5 Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

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

10.6 Income Tax Liability

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

10.7 GST Liability:

10.7.1 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)

10.7.2 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.

10.7.3 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.

10.7.4 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.

- 10.7.5** 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.
- 10.7.6** 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.
- 10.7.7** 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.
- 10.7.8** 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.

11.0 PAYMENT TERMS: Within 15 days of receipt of Invoices after successful satisfactorily services provided to DGH as per scope of service at Annexure-IV.

12.0 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, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number.
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.

13.0 VAGUE AND INDEFINITE EXPRESSIONS

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

14.0 PERIOD OF VALIDITY OF BIDS

14.1 The Bid shall be valid for **90 days** after the date of bid opening 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.

14.2 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.

15.0 BID SECURITY

15.1 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 **15.7**.

15.2 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.

15.3 The Bidders not covered under Para **15.2** above must enclose the bid security with their offer with the techno-commercial bid. The amount for bid security has been indicated in the "Invitation For Bid".

15.4 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 New Delhi valid for **90 days** from its date of issue.
- (ii) A Bank Guarantee as per **Appendix-5**. 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.

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

15.6 Subject to provisions in para **15.2** above, offers without Bid Security will be ignored.

15.7 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.

15.8 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).

16.0 e-MAIL / e-BIDS CONTAINING SCANNED SIGNATURE:

Bids received in email or e-bids with scanned signature will not be considered.

d. SUBMISSION AND OPENING OF BIDS

17.0 SEALING AND MARKING OF BIDS.

17.1 Offers are to be submitted in electronically. The first electronic cover/envelope 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 Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

17.2 DGH reserves the right to ignore any offer which fails to comply with the above instructions.

17.3 DGH will not be held responsible for any loss or late received of e-bid due to server problem and others.

17.4 DGH will not be held responsible for the loss of or for the delay in postal transit.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 The e-bid must be received by the DGH electronically not later than **1400 Hrs** (IST) on the notified date of closing of the tender. Required original documents, as mentioned at 8.4 of Annexure-I, must be reached before the tender closing date and hours at the following address:

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

Original documents sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs.** (IST) on the specified date. **Original documents received by post without proper superscription of Physical Documents against Tender number_____, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

19.0 LATE BIDS

19.1 Bidders are advised in their own interest to ensure that e-bid and required physical documents against tender must reach the specified office well before the closing date and time of the bid.

19.2 Physical documents received after closing date and time of the bid, will be rejected and returned unopened.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 No e-bid may be modified after the dead line for submission of bids.

21.0 OPENING OF BIDS

21.1 The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix- 2** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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

21.3 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

22.0 EVALUATION AND COMPARISON OF BIDS

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

23.0 UNSOLICITED POST TENDER MODIFICATIONS

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

24.0 EXAMINATION OF BID

24.1 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.

24.2 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.

25.0 SPECIFICATIONS

25.1 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.

26.0 PURCHASE PREFERENCE:

Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME

f. AWARD OF CONTRACT

27.0 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.

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

28.1 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.

29.0 NOTIFICATION OF AWARD (NOA)

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

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

29.3 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.

30.0 PERFORMANCE SECURITY:

30.1 Successful bidder shall submit the performance security, 7.5% of Total Annualized average contract value with validity 02 months beyond beyond the date stipulated for completion of the contract, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix-6** 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.

30.2 The performance security specified above must be valid as per time period mentioned above at 30.1, to cover the performance and obligations indicated under General Terms & Conditions/contract. 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.

30.3 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.

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

31.0 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-II**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

BID SUBMISSION PERFORMA

MM-12018(24)/1/2019-DGH/C-4488/ENQ/160 Bidder's Telegraphic Address:

Telephone No :

FAX NO :

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

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till **90 days from the date of closing of bid.**

2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.

3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-III**, and accepted the "General Terms and Conditions" at **Annexure-II** for providing services/work/job, and have thoroughly examined and complied with the Scope of Supply/Schedule of Rates etc at **Annexure-IV/V**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of
the Bidder

Name_____

Seal of the Company

Dated

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. MM-12018(24)/1/2019-DGH/C-4488/ENQ/160 **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 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...

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**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: 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.

PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No.

Dated.

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

Dear Sirs,

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

1.2 We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

1.3 The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

1.4 The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we

shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

1.5 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

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

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

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

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

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

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Undertakings / Declaration (To be submitted at Company's letter head)

Tender No. MM-12018(24)/1/2019-DGH/C-4488/ENQ/160 for "Contractual Services for DGH Office".

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

We have submitted a copy of valid GST registration certificate under Goods and Service tax rules.

OR

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

2. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
3. We hereby undertake that all the documents/ certificates / information submitted by them against the tender are genuine.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

PRE CONTRACT INTEGRITY PACT**1.0 General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2019, between, on one hand, through Shri. , Head of Department (Materials Management/____) Directorate General of Hydrocarbons (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri _____, Designation of person Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into, this Integrity Pact and agree as follows:

2.0 Commitments of the BUYER:

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with, the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER as per clause incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/service/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/service/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitor/s

8.1 The BUYER has appointed Independent Monitor/s (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be mentioned).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDERI Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all

meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

**LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH
TECHNICAL-COMMERCIAL BID**

A. List of Documents to be uploaded in Techno-commercial electronic envelope:

The tenderer shall upload the following digitally signed documents along with techno-commercial bid. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. DD/Bid bond as EMD in the prescribed format as mentioned in the bid document.
2. Duly signed and scanned copy of Experience Certificate and other required documents in described at clause no. B.1 (Technical Rejection Criteria), B.2 and C at Annexure-III of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
5. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 7, 8) at Annexure-I and Appendix-10, 11, BEC matrix i.e Appendix-12 at Annexure-III.
6. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
7. Self-attested copy of GST registration certificate or undertaking as per Appendix-8 of Annexure-I.
8. 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.
9. Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
10. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

B. List of Documents to be submitted offline in original:

DD/Bid Bond for EMD (Sr. No. 1 above) and Power of attorney (Sr. No. 6 above) are also to be submitted offline in original before tender closing date and time.

GENERAL TERMS AND CONDITIONS OF CONTRACT**1.0 DEFINITIONS**

1.1 In the Contract, the following terms shall be interpreted as indicated:

- (a) The “Contract” means the agreement entered into between DGH and the Contractor, as recorded in the Contract Form signed by the parties, includes all attachments, appendices thereto as also all documents incorporated by reference therein;
- (b) The “Contract Price” means the price payable to contractor under the contract in consideration for the full and proper performance of its contractual obligations.
- (c) The “Work” means each and every activity required to be carried out for the successful performance of the service described in the Scope of work at Annexure III.
- (d) “DGH” means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
- (e) “Contractor” means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.
- (f) “Contractor’s personnel” mean the personnel to be provided by the contractor to provide services in terms of this contract.
- (g) “DGH Personnel” mean the personnel to be provided by the DGH.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT

2.1 The contract shall become effective from date mentioned in LOA.

2.2 The total **duration of the Contract** is firm **3 Years**.

2.3 The terms and conditions shall continue during the currency of the contract.

3.0 SCOPE OF WORK

3.1 The scope of work is for providing Contractual Services at DGH Office, list is given at Annexure-IV attached herein.

4.0 LIABILITY

4.1 Except as otherwise expressly provided, neither the DGH nor its servants, agents, nominees, contractors or sub-contractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for any loss or damage caused to the equipment and / or loss or damage to the property of contractor and / or its contractors or sub-contractors, irrespective of how such loss is caused. The contractor shall protect, defend indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting there from.

4.2 Neither the DGH nor its servants, agents, nominees, assignees, contractors and sub-contractors, shall have any liability or responsibility what-so-ever for injury, illness, or death of any employee of contractor and/or of its contractors or sub-

contractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

5.0 SECRECY OF CONTRACT DOCUMENT

- 5.1** The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- 5.2** Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.

6.0 PERFORMANCE BANK GUARANTEE

- 6.1** Within 21 days of the date of issue of LOI, the contractor shall furnish a Performance Bond to DGH in the form of a bank guarantee drawn on bank/branch in India for 7.5% of annualized average contract value as per the format provided in Appendix-6. The proceeds of the Performance Bank Bond shall be payable to DGH as compensation for Contractor's failure to perform and complete its obligations under the contract.
- 6.2** In the event the contractor fails to honor any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the DGH, the DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.
- 6.3** The Performance Bank Guarantee shall be valid till the completion of 60 days after the initial duration of the contract with the provision for extension by an additional month in order to enable the DGH to make claims if any.
- 6.4** The Performance Bond will be duly discharged by the DGH after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the DGH and/or person/agency appointed by it for the said purpose.

7.0 FORCE MAJEURE

- 7.1** The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

- 7.2** Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.
- 7.3** In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.
- 7.4** Upon the occurrence of such cause, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning, estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the force majeure event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 7.5** Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 7.6** If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. The Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 7.7** Either party will have the right to terminate the Contract with a prior written notice of 15 days if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

8.0 TERMINATION

8.1 Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

8.2 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of Force Majeure under clause 7.7 hereinabove.

8.3 Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a notice in writing have the right to terminate the contract and all the contractor's right and privileges hereunder, shall stand terminated forthwith.

8.4 Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days' notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

8.5 Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

8.6 Termination due to delay:

Beside others, DGH can terminate the contract if the deployment is not made as per the period mentioned in LOI.

8.7 Consequences of Termination:

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

8.8 If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

8.9 Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

8.10 Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 8.1 to 8.9 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, other charges if provided for in the contract as per the contract up to termination.

8.11 In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

9.0 INDEMNIFICATION

- 9.1** The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.
- 9.2** DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

10.0 ARBITRATION

- 10.1** 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.
- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 10.6** The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 10.7** 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.
- 10.8** 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.

11.0 APPLICABLE LAWS

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

12.0 TAXES AND LEVIES

- 12.1** Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 12.2** The quoted price shall include all the applicable taxes and Income Tax, levies, duties etc. shall be borne by the Contractor, (except GST which will be paid extra by DGH as applicable).
- 12.3** Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

13.0 CONFIDENTIALITY OF INFORMATION

All data obtained by Contractor from the DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

14.0 HOLIDAY

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, the same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

15.0 NOTICES

Any notice given by one party to other pursuant to the contract shall be sent by post, mail or fax and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

HOD(MM)
Directorate General of Hydrocarbons
OIDB Bhawan; Tower A, Plot No. 2, Sector-73;
NOIDA-201301, UP, Noida
Fax No: +91)-120-2472049

Contractor's Address

.....
.....
.....

16.0 Integrity Pact (applicable for tenders above ₹50,00,000/-)

The Integrity Pact, duly signed by the authorized official of DGH and contractor, will form part of this contract/supply order.

The person signing the Integrity Pact shall not approach the Courts while representing the matters to IEM/s and he/she will await his/their decision in the matter.

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 Scope of Services and terms and conditions given in the Annexure-IV and Annexure-V of bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the Scope of Supply/ Services, Terms & conditions and Special Conditions of the contract.
- ii) Bidder should submit a duly certified copy from CA that its average annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2015-16, 2016-17 and 2017-18), should be at least Rs. 515 Lakhs and (b) its net worth is positive (as per latest audited annual accounts).
- iii) Bidder should have the current ongoing experience of at least three years from the date of bid closing date of doing similar kind of services and should submit contract papers supporting the same.
- iv) Experience of having successfully completed similar kind of works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:

(a) Three similar kind of completed contracts not less than the amount equal to Rs. 227 Lakhs.

Or

(b) Two similar kind of completed contracts costing not less than the amount equal to Rs. 284 Lakhs.

Or

(c) One similar kind of completed contracts costing not less than the amount equal to Rs. 455 Lakhs.

Similar kind of services includes providing contractual services for office jobs.

To this effect in regard of above **clause (iii) and (iv)**, 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.

- v) The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number (**Universal Account Number**) allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.
- vi) Bidder should have an office in Delhi/NCR. Bidder is required to furnish Present (at Delhi/NCR) and Permanent address along with proof of addresses.
- vii) Documents pertaining to legal constitution of the firm: Bidders are required to furnish the composition and status of ownership of the firm along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.
 - a) In case of Sole Proprietorship Firms: Copies of Telephone/ Electricity/ Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST Registration Certificate.
 - b) In Case of HUF: Copies of Telephone/ Electricity/ Mobile Bill, PAN, latest Income Tax Return, Family arrangement Indicating there in the name, residential address, Email and telephone numbers of the owners in general and Karta in particular and copies of GST Registration Certificate.
 - c) In case of Partnership Firm: Copies of Telephone/ Electricity/ Mobile Bill, PAN, latest Income Tax return indicating therein the name, residential address, E-mail and telephone numbers of the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
 - d) In case of Co-Operative Societies: Copies Telephone/ Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certification from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
 - e) In case of Societies registered under the Societies Registration Act. Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certification from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
 - f) In case of Joint Stock Companies registered under Indian Companies Act: Copies Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
 - g) In case of Trusts registered under Trust Act: Copies Telephone/ Electricity/ Mobile Bill, PAN, latest Income Tax Return, indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or person who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies of GST Registration Certificate.
- viii) One dedicated supervisor from amongst the existing contracted employees of the contractor at no additional payment. His detailed credentials to be submitted to DGH.

B.2 COMMERCIAL REJECTION CRITERIA:

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

- i) 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.

- ii) **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.
- iii) Bidders must specifically accept/comply with the following clauses as given in the tender document, failing which the offer will be rejected:
 - a) Arbitration clause.
 - b) Tax liability clause.
 - c) LD/ penalty clause
 - d) Termination clause.
 - e) Performance Guarantee Clause
 - f) Force Majeure Clause
- iv) **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 straightaway 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.
 - j) Non –submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.
- v) 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. Applicable GST will be paid extra by DGH.

C. Price Evaluation Criteria

- (i) **Evaluation of bids:** Bid evaluated as techno-commercially acceptable and the lowest in offer (i.e in %) as per Annexure-V will be considered for award of job i.e., offer having lowest quoted service charges will be identified as L1.

The inter se ranking given among the techno-commercially acceptable bidders prior to Price Bid opening will be used for tie breaking and bidders in tie for L1 position with better ranking will be considered for award of job. The ranking involves following two factors i.e.

- a) Total Value of all similar kind of running contracts as on 31/03/2019 (**60% weightage**). Similar kind of services includes providing contractual services for office jobs.

b) Experience in number of months as on 31/03/2019 **(40% weightage)**.

Each factor will be marked on relative marking basis. For details please refer Appendix-9 & 10.

Following example illustrates ranking method:

Acceptable Bids	Experience in No. of months as on 31/03/2019 (Nos)	Relative marking (By assigning 10 highest marks to highest experienced bidder and proportionately giving marks to others)	Weightage of 40% (A)	Total value of all running contracts as on 31/03/2019 for providing similar kind of services. (Rs. Lakhs)	Relative marking (By assigning 10 highest marks to highest value and proportionately giving marks to others)	Weightage of 60% (B)	Total A+B	RANK
A	120	10	4	15	10	6	10	1
B	48	4	1.6	12	8	4.8	6.4	2
C	60	5	2	3	2	1.2	3.2	3
D	36	3	1.2	2	1.33	0.798	1.998	4

- (ii) “Quoted Service Charge (in percentage) over the estimated “Total financial liability for period of three years” is exclusive of GST. Applicable GST will be paid extra by DGH. Bidder has to bear the cost of insurance out of the “Service Charges” quoted by him in Price Schedule at Annexure-V for availing essential insurances for the manpower deployed at DGH under the contract along with cost of personal care by contractor during event of an emergency.
- (iii) It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the Schedule of Rates are only for the purpose of evaluation of the bid, and the Contractor will be paid on the basis of the actual numbers of manpower deployed under the contract.
- (iv) **All documents critical in nature for the purpose of tie-breaking should be essentially uploaded along with technical e-bid on CPP portal only.** If there is space constraint regarding available total size for soft file to be uploaded at CPP portal, bidder can choose to send the additional documents in physical format for the purpose of validation, (but detailed disclosure must be uploaded in technical e-bid with respect to physical documents being submitted must be mentioned in e-bid for giving validation cognizance to enclosed documents). The supporting documents will be used only to validate the contents pre-disclosed in e-bid and will not be considered as a separate/ additional document i.e. to award additional advantage for Total Value of all similar kind of running contracts.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.

Format for Technical Bid (on letter head)

Sl. No.	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)		
1.	Name and address of firm/agency with complete contract details			
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)			
3.	Name and Address of the directors proprietor/partners			
4.	Year of formation of the company/ experience as a Labour supplier agency.(Documentary proof to be submitted – certification of incorporation etc.)	Specify Experience (in no of months) as on 31/03/2019 _____		
5.	Details of registration.	R. No.	Copy enclosed: Y/N Valid: Y/N	
6.	Total number of employees of the firm		Copy enclosed : Y/N	
7.	Income tax return for the last three financial years (attach copies)	Copy enclosed : Y/N		
8.	Total turnover the agency during last three financial years (attach copies)	Copy enclosed : Y/N		
9.	Details of registration with statutory authorities like EPF and ESIC, etc. (attach copies)	PF Registration No. Valid as on day	Y/N Y/N	Copy enclosed: Y/N
		ESI Registration No. Valid as on day	Y/N Y/N	Copy enclosed: Y/N
10.	(a) GST Number/Certificate	No.		Copy enclosed: Y/N
	(b) PAN Number	No.		Copy enclosed: Y/N
11.	Details of Earnest Money	DD/ BG No. Date:		
12.	Any other information			

List of Major Clients, including Govt. Organization/ Academic Institutions:

Sl. No.	Name of Client with contract details	Category/Nature of Workers supplies	Ongoing contract Yes/No	Period for which supplied	Value of Running Contracts as on 31/03/2019 (fill the next column if nature of job includes different jobs also)	Value of relevant experience if nature to contract has other kind of jobs also.

**Copies of relevant documents are to be enclosed in support of above information
Turnover during the last three years**

Sl. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed/ Not Enclosed
1.	2017-18		Y/N
2.	2016-17		Y/N
3.	2015-16		Y/N

As per BEC the inter se ranking given among the techno-commercially acceptable bidders prior to the Price Bid Opening will be used for tie breaking. Bidders with better ranking will be awarded the job in case of tie at L1 position during evaluation process.

The above details are therefore required to be submitted with validated documentary proof. Validated information furnished in the bid for “Total Value of all running contracts as on 31/03/2019 for providing similar kind of services” will be used with weightage of 60% and information regarding “Experience in nos. of months as on 31/03/2019” with weightage of 40% will be used. Each factor will be marked on relative marking basis and will be subjected to weightage and added for combined ranking. (Refer example for illustration.). These ranks will be made objectively based on the input received from various acceptable bidders and will be done during technical evaluation. Bidders will be conveyed the ranks in the communication prior to Price Bid Opening. The ranking will not be reviewed once the Price Bids have been opened and the pre-disclosed methodology will be binding on all the bidders.

During evaluation and ranking, the decision will be taken on the basis of documents submitted by the bidder at the time of bidding only. Kindly be informed that the evaluation committee will refer following pre disclosed guidelines:

- Only documents furnished with the bid will be given cognizance. No subsequent submissions clarifications will be permitted and entertained for reviewing the ranking.
- Bidder should take care for submitting the relevant document related to each contract for identifying its value for the relevant same kind of contract experience for the contract duration. The associated documents shall have explicit content

written on it for co relating them to submitted contract with sufficient details. In absence of clarity such submission will not be treated for consideration for evaluation and award of ranking.

- (c) Services of drivers, Transport Services, Security Services, Housekeeping Service among the other non-related activities would not be considered.
- (d) Wherever the unit rate contracts are submitted please ensure submission of details of execution of each line items with quantity and corresponding contract value. Unit rate contracts or any other contracts without identifiable details for value and duration will not be entertained for evaluation.

BEC MATRIX

(Please review Bid Document before submission and mark every Bid Evaluation Criterion Clause with Compliance/Agreed or Non Compliance/Not agreed. Also enclose necessary documents and write reference Sr. No. of your bid document where :

Sl. No.	Details of BEC Clause	Confirm Compliance of BEC Clauses by appropriately ticking.	Supporting document	Documents at Sr. No. of Bid document
1	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.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
2	Technical Rejection Criteria			
2.1	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 services offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/ Works/ Services, Terms & conditions and Special Conditions of the contract.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.2	Bidder should submit a duly certified copy from CA that (a)its average annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2015-16, 2016-17 and 2017-18), should be at least Rs. 515 Lakhs and (b) its net worth is positive (as per latest audited annual accounts).	Complied/ Not Complied	Enclosed/Not Enclosed	
2.3	Bidder should have the current ongoing experience of at least three years from the date of bid closing date of doing same kind of services and should submit contract papers supporting the same.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.4	Experience of having successfully competed same kind of works during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:	Complied/ Not Complied	Enclosed/Not Enclosed	
a)	Three same kind of completed contracts not less than the amount equal to Rs. 227 Lakhs.	Complied/ Not Complied	Enclosed/Not Enclosed	
b)	Two same kind of completed contracts costing not less than the amount equal to Rs. 284 Lakhs.	Complied/ Not Complied	Enclosed/Not Enclosed	
c)	One same kind of completed contracts costing not less than the amount equal to Rs. 455 Lakhs.	Complied/ Not Complied	Enclosed/Not Enclosed	

2.5	The bidder must have registration with Provident Fund and ESI. Copy of valid registration certificate with provident fund and ESI should be submitted. Contractor should confirm that it possesses independent PF Code number (Universal Account Number) allotted by the Regional Provident Commissioner, to extend coverage to his labour deployed under the contract.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.6	Bidder should have an office in Delhi/NCR. Bidder is required to furnish Present (at Delhi/NCR) and Permanent address along with proof of addresses.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.7	Documents pertaining to legal constitution of the firm.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.8	One dedicated supervisor from amongst the existing contracted employees of the contractor at no additional payment. His detailed credentials to be submitted to DGH.	Complied/ Not Complied	Enclosed/Not Enclosed	
3	Commercial Rejection Criteria			
3.1	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	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.2	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.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.3	Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:			
a)	Arbitration clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
b)	Tax liability clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
c)	LD/ penalty clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
d)	Termination clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
e)	Performance Guarantee Clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
f)	Force Majeure Clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4	Offers of following kinds will be rejected:			
3.4.1	Offers made without Bid Bond /Bank Guarantee/Earnest money along with the	Agreed/ Not Agreed	Enclosed/Not Enclosed	

	offer			
3.4.2	Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.3	Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.4	Offers which do not conform to DGH's price bid format.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.5	Offers which do not confirm to the contract period indicated in the bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.6	The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.7	Offers not accompanied by copy of PAN Card will be rejected	Complied/ Not Complied	Enclosed/Not Enclosed	
3.4.8	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.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.9	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.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.10	Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.11	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.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.5	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	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.6	Service Charges (Bidder Commission) Bidder should not quote below 5% and this should be on the component of wage rates quoted in the Price Bid.	Complied/ Not Complied	Enclosed/Not Enclosed	

3.7	Bidder has noted/considered the clause No. 15 of Annexure-IV and then only quoted the service charges in Annexure-V and have agreed to bear the cost of Insurance (A) Group Personal Accident Insurance Cover and (B) Group Mediclaim Insurance Policy along with having accepted the responsibility specified at point (C) in case of any medical emergency of his employees in course of their work at DGH, the contractor is responsible to take care and co-ordinate to provide all care and assistance to his employees on his own expenses.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
4	PRICE EVALUATION CRITERIA:			
4.1	Evaluation of bids: Bids techno-commercially acceptable the lowest of offer in % as per Annexure-V will be considered for award of job i.e., offer having lowest quoted service charges will be identified as L1. The inter se ranking given among the techno-commercially acceptable bidders prior to Price Bid opening will be used for tie breaking and bidders in tie for L1 position with better ranking will be considered for award of job. The ranking involves two factors Total Value of all running contracts as on 31.03.2019 for providing similar contracts (weightage 60%) and Experience in number of months. (40% weightage). Each factor will be marked on relative marking basis.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
4.2	Submission of Appedix-10, 11,12 along with technical bid.	Complied/ Not Complied	Enclosed/Not Enclosed	

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

1. SCOPE OF SERVICES:

The contractor shall provide qualified & suitable working hands for various jobs / services as outlined in Annexure-V. The quantum of job requirement may vary and accordingly contractor may be called upon to increase / decrease the working hands by giving 15 days' notice.

2. Mode of payment

2.1 Keeping in view the number of working hands engaged by the Contractor every day in different categories, the Contractor will ensure that the payment is made by 7th day of every month for the previous month to all categories of working hands.

2.2 DGH will make payment against that invoice within 15 days of receipt.

2.3 Contractor will be required to submit the PF challan stamped by the designated Bank, along with a print of the digitally signed PDF Sheet of the ECR, as a proof of payment, each month along with the monthly bill. Similarly, such proof for ESI should also be attached if applicable.

2.4 The contractor will submit the duly notarized copy of all Insurance Policies indicating the list of his Employees for whom he has taken the insurance cover as outlined in Price Schedule/ Format at Annexure V.

3. In case of any lapse on the part of the contractor or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible. The total working hours for each Contractual staff will be 8 hours a day. In case services are required for more than 8 hours over time shall be paid to them by the contractor and same shall be reimbursed by DGH as per DGH prescribed rates.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 The contractor will ensure to comply with legal provisions related to this Contract. In case of misconduct etc, and report against any of the contractual staff, the contractor shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in DGH again without written consent of the authorized officer or officer-in-charge.

4.2 The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of DGH by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to DGH.

4.3 The work force deployed by the contractor will exclusively be on contractor's pay roll.

4.4 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor has to keep the DGH and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.

- 4.5 The Contractor shall be responsible to pay on account of ESI, PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services. The Contractor shall on demand by DGH submit documentary evidence to this effect.
- 4.6 The contractor alone shall take disciplinary action against any worker/staff engaged by him.
- 4.7 Contractor has to provide **Universal Account Number (UAN)** of each contractual employee for online viewing of PF Account.
- 4.8 ESI Smart Card to be issued to individual employee within one month of signing of the contract.
- 4.9 Copy of Quarterly/Monthly report for PF, ESI or any other statutory authority compliances must be submitted regularly to DGH.
- 4.10 Valid Labour- License must be submitted to DGH within one month of signing of the contract.
- 4.11 Liquidity Damages @2.5% of Bill value is the agreed rate for noncompliance and non-submission of PF Challans and related payments for statutory compliances.
- 4.12 Annual compliance to disbursement of Bonus as prevailing guidelines will be required to be submitted along with the bill.

5. CONTRACTOR'S OBLIGATIONS

- 5.1 The contractor, if so require, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to the DGH. The Contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act 1970. The Contractor employing 20 (twenty) or more number of workmen on any day of the preceding 12 months required to obtain requisite license at his cost from the appropriate licensing office/ Officers before undertaking any contract work under that Contractor Labour Regulation & Abolition Act. 1970.

The Contract hereby undertake to indemnify the DGH against all claims which may arise under the noted acts:

- a) The Shops and Establishment Act.
- b) The workman's compensation Act.
- c) The payment of Wages Act.
- d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
- e) Family Pension Scheme.
- f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
- g) Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.

The Contractor shall disburse payment to his personnel on actual basis in compliance with Minimum Wages guidelines of applicable statutory Bodies / State Government/ GoI.

- 5.2 The provisions of the Employees Provident Fund for miscellaneous provisions act 1952, are to be strictly complied by the contractor for providing the contract services to DGH under the contract.
- 5.3 The Contractor shall ensure strict compliance with provisions of various laws mentioned in para (5.1 & 5.2) above.
- 5.4 The Contractor shall provide, as and when required by the DGH, records/ documents to the DGH for its verification of disbursement made for services rendered.
- 5.5 Contract should deposit service tax regularly and submit the receipt of the same DGH for verification.
- 5.6 Contractor shall submit any other documentary evidence as & when called by the DGH in connection with this Contract.
- 5.7 The contractor shall be, solely responsible for the disciplinary action to be taken against any persons deployed against the contract.
- 5.8 The contractor shall be responsible to sign all leave applications and certificates for the persons deployed.
- 5.9 Contractor shall maintain attendance register of the persons deployed.

6. DGH'RESPONSIBILITY / RIGHT

- 6.1 The liability of DGH will be limited only to the payment of amount for providing the required services.
- 6.2 DGH will not retain any control for direct supervision of the contracted services.

7. DURATION OF THE CONTRACT

The contract will be effective for firm three years from date of Letter of award (or otherwise any other date confirmed by DGH whichever is later).

8. PLACE OF OPERATION

Noida/Delhi NCR- Office locations will be specified by DGH at the time of deployment.

9. Rates of Payment:

- 9.1 The contractor will pay compensation to its contract workers/staff under the said contract as agreed by DGH.

The EPF and ESI etc. will be deposited by the contractor in Govt. account and DGH shall reimburse the employers contribution to the contractor as per applicable act.

The contractor will be paid a service charge at the quoted and accepted rate of the contractor excluding of GST. GST (Goods & Service Tax) will be paid separately as applicable at the time of release of payment.

- 9.2 During the currency of the contract, contractor has to ensure compliance of Minimum Wages guidelines of applicable statutory Bodies / State Government/ GoI.

10. TAXES/LEVIES

- 10.1 Any kind of taxes, levies including GST imposed by the appropriate Govt., shall be payable by the contractor.
- 10.2 Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.

11. OTHER TERMS AND CONDITIONS

The Contractor must maintain an office at Delhi NCR with landline telephone facility and nominate a contact person who shall be available immediately for complying with any emergency.

12. PENALTY

Contractor has to make payment to contractual worker by 7th day of the month or within 3 days of receipt of attendance whichever is later.

- i) In case contractor fails to make payment as above, deduction of 1% per day of service charge (subject to maximum of 10% of service charge) of the month will be made.
- ii) Incase contractor does not give replacement for persons or replace person whom DGH has asked, the deduction of upto 3% of service charge for the month can be made.

13. WITHHOLDING OF PAYMENT

In order to protect DGH, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

- a. For non-completion of contracted work to DGH's satisfaction.
- b. Contractor's indebtedness arising out of execution of the Contract.
- c. Failure of the Contractor to pay or provide for the payment of salaries/ wages, P.F, ESI contributions, taxes or enforced savings with-held from wages etc.
- d. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- e. Any failure by the Contractor to fully reimburse the DGH under of indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue of which DGH may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which indebtedness shall remain unpaid, with-hold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

14. 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 the DGH in the event of Contractor's failure to adhere to such laws.

15. All bidders are hereby advised that they have to bear the cost of insurance out of the "Service Charges" quoted by them in Price Schedule at Annexure-V for availing following essential insurances for the manpower deployed for DGH along with cost of personal care by contractor during event of an emergency:

A. Group Personal Accident Insurance Cover:

- Sum Assured for each employee: **Rupees Twenty Lakh**
- Area Covered: Anywhere in the world (24X7)
- Risk Covered: Death, Permanent Total Disablement and Temporary Total Disablement.

And

B. Group Mediclaim Insurance Policy.

- Sum Assured for each employee: **Rupees Three Lakh**
- Area Covered: Anywhere in India (24X7)
- Coverage: Basic Cover with Pre-existing disease since day one.
- Waiting Period: Nil
- Cashless facility: Available anywhere in India (24X7).

And

- C.** In case of any medical emergency of his employees in the course of their work at DGH, the contractor is responsible to take care and co-ordinate to provide all care and assistance to his employees at his own expenses.

Annexure-V

PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Envisaged/ Tentative numbers of contractual persons as per contract	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	NET AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Manpower required under unskilled, semi-skilled and skilled category					
2	Financial liability Per Month in (₹.)	130	47,45,464.16			
3	Financial liability Per Annum in (₹.)	130	5,69,45,570			
4	Financial liability for contract period (i.e three Years) in (₹.)	130	17,08,36,710			
5	NET AMOUNT exclusive of GST					
6	Service Charge NOTE: Service charge up to two decimal points only are allowed in cell 6(5). Bidder has to quote accordingly. In case, if bidder quotes the service charge up to three, four (and so on) decimal points, it will be rounded off up to two decimal points only as per standard calculation. So, the service charge appearing in cell 6(5) will only be considered in calculation of net service charge amount appearing in cell 6(6). Quoted service charge appearing in cell 6(5) will only be used for evaluation purpose.					
7	Total Amount exclusive of GST					
Total in Figures						
Quoted Rate in Words						

Note:

1. Bonus is payable @ minimum rates of 8.33% of annual wages subject to a ceiling of Rs. 7,000/- (unless revised) per financial year.
2. Fixed Annual increment in monthly wages @ 3% per annum will be given w.e.f 1st April every year.
3. GST will be paid extra by DGH as applicable at the time of payment.
4. Other statutory requirement like PF, Bonus and Overtime charges (if payable) are on actual basis.
5. Offers will be evaluated as per BEC given in Annexure-III.
6. Contractor will provide replacement of persons, if required, to ensure continuity of services.

7. Bidder must quote the price in above price format/schedule. Price bid received in any other format will be straightway rejected.
8. Bidder must quote percentage (%) strictly in the Price Format/Schedule uploaded with the tender only and it must be submitted in electronic envelope (e-envelope) named as financial bid.
9. Bidder Service Charge should **not be less than 5%** and on the component of wages only. Income Tax shall be deducted at source as per rules and TDS will be issued. This service charge will include mandatory manpower insurance as mentioned in Annexure-IV.
10. All bidders are clearly informed that they have to bear the cost of mandatory manpower insurance **(as described at Clause 15 of Annexure-IV)** out of the Service Charges (in %) quoted by them in Price Schedule for availing following essential insurances for the manpower deployed for DGH along with cost of personal care by contractor during event of an emergency.
11. Evaluation of bids for award of job will be governed by Annexure-III (C)(i) of Bid Evaluation Criterion. L1 will be identified on service charges % only. Wage component is mentioned as notional and representative contract value and is payable as per actual.

E-tendering Instructions to Bidders**General:**

These are the special Instructions (for e-Tendering) as supplement to „Instruction to Bidders“ as available in Annexure-I of the tender document. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**

(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- i) Procure a Digital Signing Certificate (DSC).
- ii) Register on Central Public Procurement Portal (CPPP).
- iii) Create Users and assign roles on CPPP.
- iv) View Notice Inviting Tender (NIT) on CPPP.
- v) Download Official Copy of Tender Documents from CPPP.
- vi) Prepare & arrange all document/paper for submission of bid online/offline.
- vii) Bid-Submission on CPPP.
- viii) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Techno-Commercial Part).
- ix) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Financial-Part) {only for Technically Responsive Bidders}

3. Digital Certificates:

For participation in e-tendering, it is mandatory for all bidders to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above (in the name of person who will sign the Bid), issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Central Public Procurement Portal (<http://www.eprocure.gov.in>), bidder needs to register on the portal. The bidder should visit the home-page of the portal (www.eprocure.gov.in) and go to the e-procure link then go to “Online Bidder Enrollment”.

5. Bid related information for this Tender (Sealed Bid):

The entire bid-submission would be online on CPPP (<http://www.eprocure.gov.in>) Broad outline of submission are as follows:

- (I) Submission of Bid Security (EMD).
- (II) Submission of digitally signed copy of Tender Documents/ Addendum/ Corrigendum.
- (III) Two Envelopes.
 - Techno- Commercial Bid
 - Financial Bid

6. Offline submissions of some documents:

It is mandatory for all bidders to submit following documents offline (physically) to HOD (MM), Grd Floor, DGH office, OI DB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).

- (II) Power of Attorney (in Original) for authorized signatory of bid.
- (III) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, tender number, name of work and the phrase – Do Not Open Before (Due date & time of opening of tender) –

Note:

- A. The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. The DGH shall not be responsible if the envelope is delivered elsewhere or late.
- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

7. Other Instructions:

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

The bidder should visit the home-page of the CPP portal (www.eprocure.gov.in), and go to the link “eprocure”, then “Bidders Manual Kit” and “Help for Contractors” link.

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
 - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blue back ground cells. Don't fill in white back ground cells.
 - c. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
 - d. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause _____ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.
