



**DIRECTORATE GENERAL OF HYDROCARBONS**  
(Ministry of Petroleum & Natural Gas, Government of India)

**(E-Tender Notice)**

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

Directorate General of Hydrocarbons, Noida invites Competitive Bids for “2 nos. 100 Mbps 1:1 Internet leased line Connectivity for 3 years at DGH Noida”, 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](http://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 14.11.2019.

E-Tender No.	Description of Item
<b>MM-11018/1/2019-DGH/ENQ-167</b>	<b>2 nos. 100 Mbps 1:1 Internet leased line Connectivity for 3 years at DGH, Noida</b>

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.

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DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

**E-TENDER NO. : MM-11018/1/2019-DGH/ENQ-167**

**TENDER DOCUMENT**

**FOR**

**2 nos. 100 Mbps 1:1 Internet leased line Connectivity  
for 3 years at DGH, Noida**

**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 2 nos. 100 Mbps 1:1 Internet leased line Connectivity for 3 years at DGH Noida

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.	<b>MM-11018/1/2019-DGH/ENQ-167</b>
2	Brief Description of the Services / Scope of Supply	<b>2 nos. 100 Mbps 1:1 Internet leased line Connectivity for 3 years at DGH Noida</b>
3	Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	Last date for submission of Pre Bid Queries (To be mailed to <a href="mailto:mm@dghindia.gov.in">mm@dghindia.gov.in</a> )	07.11.2019 at 14-00 hrs.(IST)
5	E-Bid and Original documents submission closing Date & Time	14.11.2019 at 14-00 hrs.(IST)
6	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.
7	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.
8	Bid validity	90 days from bid closing date.
9	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	Rs. 1,80,000/-
10	Performance Guarantee to be submitted only by the Successful Bidder	7.5% of the annual contract value valid for a period of 02 months beyond the contract period
11	Liquidated damage	At the rate of 0.5 % of the annual contract value per week or part thereof subject to a maximum of 10% of the contract value for the period extending beyond the stipulated period of 8 weeks from the date of LoA (Letter of Award)

		for commissioning of the links
12	Eligibility Criteria	As per Annexure-III of Tender document.

- 2.0** Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://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 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-VII**.

**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 of Bid Evaluation Criteria under **Annexure-III**).

**2.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**3.0 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**

**4.0 CONTENT OF BIDDING DOCUMENTS**

**4.1** 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: Proforma for bidders past experience declaration

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

**ANNEXURE-II : General Terms & Conditions**

**ANNEXURE-III: Bid Evaluation Criteria**

**ANNEXURE-IV : Scope of Work, Technical Terms & Special Conditions**

**ANNEXURE-V : Price Format/Price Schedule**

**ANNEXURE-VI : E-Bidding Instructions to Bidders**

## **ANNEXURE-VII : Integrity Pact**

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

### **5.0 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 **7 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

### **6.0 AMENDMENT OF BID DOCUMENT**

**6.1** 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.

**6.2** 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.

**6.3** 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**

### **7.0 SUBMISSION OF BID**

**7.1** The bidders shall submit the bids electronically and sign digitally.

**7.2** 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.

**7.3** 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.**

**7.3.1** 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.**

**7.3.2** 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”.**

**7.4** 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.

**7.5** 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.

**7.6** Bids shall be submitted in the prescribed bid proforma as per **appendices-1 to 9 of Annexure-I & Price schedule at Annexure-V**. The prescribed proforma at Appendices of **Annexure-I**, duly filled in and signed should be uploaded intact.

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

**7.8** The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

**7.9** The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-9 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

**7.10** 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.

**7.11** The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

**7.12** The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.

**7.13** 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.

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

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

### **8.1 Advice to bidders for avoiding rejection of their offers:**

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

**8.2** 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.

## **9.0 BID PRICES**

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

**9.2** Unit prices must be quoted by the bidder, both in words and in figures. 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.

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

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



## **9.5 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.

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

## **9.6 Income Tax Liability**

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

## **9.7 GST Liability:**

- 9.7.1** 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)
- 9.7.2** 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.
- 9.7.3** 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.
- 9.7.4** 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.
- 9.7.5** 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.
- 9.7.6** 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.
- 9.7.7** 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.
- 9.7.8** 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.

**10.0 PAYMENT TERMS:** Within 30 days of receipt of invoices

## **11.0 MODE OF PAYMENT**

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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.

## **12.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

## **13.0 PERIOD OF VALIDITY OF BIDS**

**13.1** The Bid shall be valid for **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.

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

## **14.0 BID SECURITY**

**14.1** The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **14.7**.

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

**14.3** The Bidders not covered under Para **14.2** 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".

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

(i) An account payee Demand Draft in favour of "Directorate General of Hydrocarbons" payable at 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.

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

**14.6** Subject to provisions in para **14.2** above, offers without Bid Security will be ignored.

**14.7** The Bid Security shall be forfeited:

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

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

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

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

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

**15.1** Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

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

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

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

**16.1** Offers are to be submitted in 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.

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

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

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

**17.0 DEADLINE FOR SUBMISSION OF BIDS**

**17.1** 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 7.4 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.**

**18.0 LATE BIDS**

**18.1** 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.

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**20.0 OPENING OF BIDS**

**20.1** The bid will be opened at **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.

**20.2** 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.

**20.3** 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**

**21.0 EVALUATION AND COMPARISON OF BIDS**

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

**22.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

**23.0 EXAMINATION OF BID**

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

**23.2** **DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the bid Evaluation Criteria of the bidding document will be rejected.**

**24.0 SPECIFICATIONS**

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

**25.0 PURCHASE PREFERENCE**

**25.1** 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.

**25.2** Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG and Public Procurement (Preference to Make in India) order 2017 notified vide letter No 33(1)/2017/IPHW dated: 14.09.2017 of Ministry of Electronics & Information Technology and subsequent relevant order/s shall be applicable in this tender. Bidders seeking benefits under Purchase Preference Policy shall have to submit all undertakings/documents applicable to this policy.

**25.3** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

**25.4** Bidders seeking Purchase preference (linked with local content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC).

**f. AWARD OF CONTRACT**

**26.0 AWARD CRITERIA**

DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

**27.1** DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

**28.0 NOTIFICATION OF AWARD (NOA)**

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

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

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

**29.0 PERFORMANCE SECURITY:**

**29.1** Successful bidder shall submit the performance security, 7.5% of Total order value with validity 02 months beyond the contract period, 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.

**29.2** The performance security specified above must be valid as per time period mentioned above at 30.1, to cover the warranty obligations indicated in **clause 9.0** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

### **30.0 SIGNING OF CONTRACT:**

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Terms & Conditions of Contract at **Annexure-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**

Tender No.....

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Telegraphic Address :

Telephone No : \_\_\_\_\_

FAX NO : \_\_\_\_\_

Directorate General of Hydrocarbons .

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

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-II**, and accepted the "General Terms and Conditions" at **Annexure-III** 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.

4. I/We have signed the Integrity Pact with the bid for necessary compliances

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

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

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

**1.4** The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or

omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO. 1

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

Attorney as per power of

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

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. ....

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.

1. 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.
2. 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

.....



## 1.0 **BIDDER'S EXPERIENCE**

### BIDDERS PAST EXPERIENCE PROFORMA FOR SIMILAR JOBS

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

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

SIGNATURE: -----

DESIGNATION: -----

COMPANY: -----

COMPANY SEAL

DATE: -----

**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 bidder 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 in accordance with clause no. B.1(Technical Rejection Criteria) 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) at Annexure-I.
6. The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

7. Self-attested copy of GST registration certificate or undertaking as per Appendix-7 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

**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**

**1. DEFINITIONS :**

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

**1.1 ORDER/CONTRACT**

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

**1.1.1 RELEASE ORDER :**

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

**1.2 DGH/PURCHASER :**

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

**1.3 SUPPLIER/CONTRACTOR :**

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

**1.4 SUB-CONTRACT:**

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

**1.5 SUB-CONTRACTOR :**

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

**1.6 ORDER PRICE:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The

prices will remain firm during currency of the ORDER unless specifically agreed to in writing by DGH.

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

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

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

1.8 DELIVERY PERIOD :

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

1.9 DESTINATION :

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

1.10 EQUIPMENT/MATERIALS/GOODS :

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

1.11 SERVICES:

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

1.12 DRAWINGS :

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

1.13 SPECIFICATIONS :

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

1.14 INSPECTORS :

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the contract stage wise as well as final before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

#### 1.15 TESTS :

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

#### 1.16 APPROVAL :

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

#### 1.17 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

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

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR and agreed by DGH.

#### 2. SCOPE OF ORDER :

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

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

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

## 2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

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

## 2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:

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

## 3. SPECIFICATION, DRAWING, TECHNICAL MANUALS :

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

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

## 4. ACCEPTANCE OF OFFER

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

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

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

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

## 5. NOTICES & ADDRESSES :

5.1 For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at

the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

## 5.2 Directorate general of Hydrocarbons

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

### CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

## 6. MODIFICATION IN ORDER :

6.1 All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the ORDER.

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

## 7. JOINT AND SEVERAL RESPONSIBILITY :

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

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

## 8. PERFORMANCE SECURITY /PERFORMANCE BOND

8.1 The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 7.5 % of the contract value in the form of Bank

Guarantee from a nationalized /scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

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

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

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

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

## 9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

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

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

## 10. PERFORMANCE GUARANTEE

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

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



## 11. REJECTION

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

## 12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

12.1 Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver and/or commission the stores, or any installment thereof within the period fixed for such delivery and/or commissioning in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract,:

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the annual contract / PO price **per week** for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver and/or commission within the period fixed for delivery and/or commissioning in the schedule, where delivery and/or commissioning thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 10 % of annual contract / PO price of the whole unit of stores which the contractor/supplier has failed to deliver and/or commission within the period fixed for delivery and/or commissioning.

OR

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

12.2 Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

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

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

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

#### 14. INSPECTION/TESTING OF MATERIAL :

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

#### 15. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

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

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

#### 16. SUBLETTING AND ASSIGNMENT

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

#### 17. VARIATION IN QUANTITY

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

#### 18. TERMINATION FOR INSOLVENCY:

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

#### 19. INTER-CHANGEABILITY OF PARTS :

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

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

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

- a. The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.
- b. The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.
- c. In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

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

#### 20. BREAKAGE/SHORTAGE :

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

#### 21. DESIGNS, PATENTS AND ROYALTIES :

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

## 22. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely DGH and the CONTRACTOR. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## 23. LANGUAGE/TERMINOLOGY :

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

## 24. PACKING & MARKING :

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

(a) Supply Order No. and date

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- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

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

**25. PAYMENT OF GST (ON ULTIMATE PRODUCTS), CUSTOMS DUTY (where applicable).**

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

25.2 The rates quoted by the Supplier / Contractor is inclusive of all taxes, duties and levies. However, Supplier / Contractor is required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, DGH will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and DGH will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, it is the responsibility of the Supplier / Contractor to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to DGH.

25.3 Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a Supplier / Contractor mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the Supplier / Contractor emerges as lowest Supplier / Contractor after such loading, in the event of order on that Supplier / Contractor, taxes mentioned by DGH on the Purchase Order/ Contracts will be binding on the Supplier / Contractor.

25.4 Supplier / Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Supplier / Contractor should confirm that benefit of lower costs has been passed on to DGH by way of lower prices/taxes and also provide details of the same as applicable. DGH reserves the right to examine such details about costs of inputs/input

services of the Supplier / Contractor to ensure that the intended benefits of GST have been passed on to DGH.

25.5 DGH shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Supplier / Contractor has considered the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by DGH and used by Supplier / Contractor and the consideration for which is recovered by DGH in the form of reduction in the invoice raised by Supplier / Contractor then DGH will raise GST invoices on such transactions and the same will be reimbursed by bidders.

25.6 Supplier / Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by DGH in the customized format shared by DGH in order to enable DGH to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable DGH to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

25.7 In case Input Tax Credit of GST is denied or demand is recovered from DGH by the Central / State Authorities on account of any non-compliance by Supplier / Contractor, including non-payment of GST charged and recovered, the Supplier / Contractor shall indemnify DGH in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. DGH, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Supplier / Contractor.

25.8 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

25.9 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of submission of Price Bid but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

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

25.11 In order to ascertain the net impact of the revisions / enactment of various provisions of taxes / duties, the SUPPLIER is liable to provide following disclosure to DGH:

(i) Details of Inputs (material/consumable) used/required in manufacturing / supplying the ordered materials, including estimated monthly value of input and GST payable on purchase of inputs.

(ii) Details of each of the input services used/required in manufacturing / supplying the ordered materials, including estimated monthly value of input service and GST amount.

## 26. CONCESSION PERMISSIBLE UNDER STATUTES

The Supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of levies like customs duty, sales tax, etc. DGH does not take any responsibility towards this. However, DGH may provide necessary assistance wherever possible, in this regard.

## 27. PROGRESS ON MANUFACTURING OF ITEMS:

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

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

## 28. TERMS OF PAYMENTS

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

- a) Copy of valid registration certificate under the GST rules
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Tax Invoice ( Original and duplicate) issued under relevant rules as applicable, clearly indicating rates and amount of various taxes/ duties shown separately).
- d) Proof of delivery in case of direct / door delivery.
- g) Warranty/ Guarantee Certificate.
- h) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.

## 29. CORPORATE TAXES:

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

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

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

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

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

### 30. ARBITRATION

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

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

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

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



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

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

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

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

### 31. APPLICABLE LAW AND JURISDICTION

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

### 32. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

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

### 33. LIABILITY UNDER THE CONTRACT

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

### 34.0 CHANGE IN LAW

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

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

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

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

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

34.6 Notwithstanding the provision contained in clause **34.1 to 34.4** above, the DGH shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(iii) Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

### **35.0 Integrity Pact**

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.

### **36.0 LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal

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

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**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:

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

**2.0 Eligibility and experience of the bidder:-**

2.1 The ISP should have a valid Category 'A' ISP license from Govt. of India as on bid closing date. Copy of License to be submitted with the bid.

2.2 ISP must have distributed minimum 1 Gbps of total Internet bandwidth to its Clients during the last 2(two) years reckoned from bid closing date of this tender. Documentary evidences like service contracts/ purchase orders / equivalent documents showing operations of such jobs along with completion Certificate(s) or payment certificates or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.) must be submitted along with the bid.

2.3 The bidder must be an ISP other than M/s Bharti Airtel since the existing 1 Gbps primary link for NDR at DGH is already provided by ISP M/s Bharti Airtel and the same is also shared for few of the IT applications. This is required to avoid any risk of failure of entire ILL connectivity at 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:**

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

## **2.0 Acceptance of terms & conditions:**

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

## **3.0 Offers of following kinds will be rejected:**

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

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

## **C Price Evaluation Criteria**

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

## **D. General:**

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

**SCOPE OF WORK/TECHNICAL SPECIFICATION****1.0 INTRODUCTION:**

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

**2.0 REQUIREMENT**

DGH invites bids from interested authorized Class A ISPs for providing 2(Two) numbers of 100 Mbps 1:1 Internet Lease line connectivity, uncompressed and unshared with last mile on fiber, for installation at 4th/ 5th Floor at Directorate General of Hydrocarbons, OIDB Bhawan, Sector 73, Noida for a period of 3(Three) years.

**3.0 TECHNICAL SPECIFICATIONS**

The 2(two) Internet Lease line Connectivity are required to meet the following minimum technical requirements:

<b>S/no</b>	<b>Item Name</b>	<b>Particulars</b>
1	Type of connectivity	1:1 Dedicated wired Internet Leased fiber Line Uncompressed and unshared. Last mile delivery on fiber.
2	Capacity	i. Internet Lease Line#1 : 100 Mbps ii. Internet Lease Line#2 : 100 Mbps
3	Non shared on exclusive basis	1: 1 Uncompressed and unshared
4	Uptime	99.5% on a quarterly basis
5	Bandwidth Guarantee	99%
6	Packet loss	<1%
7	Latency	<250ms
8	Last Mile	Last mile connection from the PoP of the ISP to DGH premises must be on Fiber.
9	Router Port	Each of the CPE router(s) must have minimum 4 LAN ports
9	Redundancy at POP	POP from where the ILL bandwidth is provided to DGH will have redundancy of equipment, links, power, backhaul connectivity etc.
10	Period of Service	3 years
11	Public IP Pool	i. Min 16 IPv4 Addresses for ILL#1 ii. Min 16 IPv4 Addresses for ILL#2

#### **4.0 DELIVERY, INSTALLATION & COMMISSIONING:**

- a) The ILLs should be installed, delivered, commissioned tested in all respects (laying of underground FO, installation of network/ hardware devices & configuration thereof) within 8 weeks from the date of LoA(Letter of Award).
- b) The Leased lines will be terminated on UTP ports of the CPE (customer premises equipment).
- c) The bidder will be responsible for completing all the tasks, whether explicitly mentioned in the tender or not, pertaining to commissioning of the two(2) links at identified locations of 4th/ 5th Floor at DGH premises to deliver the bandwidth & quality of service as per the required specifications.
- d) The ILLs will have to be terminated at the following address:

**4th/ 5th Floor,  
Directorate General of Hydrocarbons,  
OIDB Bhavan, Sector 73, Noida  
Uttar Pradesh-201301**

- e) Post installation of the links, the ISP will demonstrate to DGH the delivery of QoS (Quality of Service) as per the required specifications spelt out under para 'TECHNICAL SPECIFICATIONS'.
- f) After Step#e above, the links will be kept under observation. DGH will issue commissioning certificate after it is established that the links are delivering the required performance for a continuous period of 1(one) week consistently.
- g) Bidders may visit and do site survey, at their own expenses, before submission of their BID.

#### **5.0 RESPONSIBILITIES OF THE BIDDER:**

The bidder ISP would be responsible for the following:

- a) To provide Two Lease line connections of 100 Mbps Internet connectivity at DGH delivering specified bandwidth and quality of service.
- b) To provide minimum 16 IP addresses for each link including Reverse Lookups.
- c) To provide all necessary equipment for end-to-end connectivity. The Leased lines will be terminated on UTP ports of the CPE (customer premises equipment) AT DGH premises. All connectors, cables, converters etc will have to provided by the successful bidder. Supplied hardware should be included in the services and it will be the property of the ISP only.
- d) The bidder will be responsible for providing comprehensive maintenance services during the entire period of 3(three) years for all hardware / software installed in DGH premises for which DGH will not make extra payment.
- e) The bidder has to provide on-site support when required.
- f) The bidder will ensure 99.5% Uptime for both the links.
- g) The ISP should have a fully functional Customer Service Centre in NCR. Documentary evidence to be submitted along with the bid.

- h) The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks.
- i) The ISP must have a fully functional NOC (Network Operating Center) to monitor the link status on a continuous basis & must be able to trigger emails/SMS to designated emails/ Mobile Nos if there is a link failure. Once the link is restored, intimation vide emails/SMS must again be triggered to designated emails/ Mobile Nos.
- j) In the event of a link failure not detected in an automated fashion as above, but reported by DGH, the response time for attending the case will be thirty minutes after they are reported to the Bidder. The Bidder will rectify the faults within 4(four) hours. The services shall be provided 24 X 7 during the entire service period of 3(three) years.
- k) The ISP will ensure that all applications including collaboration tools such as video conferencing, skype, VOIP etc. must be functional through the links. All necessary configuration related work must be done by the ISP in this regard.
- l) Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- m) The bidder will provide a browser based interface accessible over the internet/DGH LAN to monitor the link performance parameters online. Access credentials towards this will be provided by the bidder.

## **6.0 LIQUIDATED DAMAGE**

At the rate of 0.5 % of the annual contract value per week or part thereof subject to a maximum of 10% of the contract value for the period extending beyond the stipulated period of 8 weeks from the date of LoA(Letter of Award) for commissioning of the links.

## **7.0 PENALTY FOR DOWNTIME**

The bidder will ensure 99.5% Uptime across 24 X 7 for each of the links individually. Uptime for each link shall be calculated as:

$$\text{Uptime(Hrs)} = [\text{Total Time(Hrs)} - \text{Down Time(Hrs)}] \times 100 / \text{Total Time(Hrs)}.$$

DGH reserves to right to deduct penalty in quarterly bills against each link for uptime less than 99.5% in the quarter. The penalty amount will be calculated as under:

‘Any down time per link beyond 0.5 % in a quarter (w.r.t. 99.5% uptime requirement) will attract penalty @ 1% of annual contract value per link subject to a maximum of 10% of the contract value for that link, for each 0.5% downtime or part thereof.’

## **8.0 SCHEDULE OF PAYMENT:**

Recurring charges per link will be paid on a quarterly basis on completion of each quarter. For this, the ISP will raise the bills against each link separately at the end of each quarter.



## Annexure-V

PRICE SCHEDULE								
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT with GST	TOTAL AMOUNT In Words
1.01	<b>Lease line Connectivity#1</b> 100 Mbps 1:1 uncompressed and unshared bandwidth Lease line for IT activities	3	Years					
1.02	<b>Lease line Connectivity#2</b> 100 Mbps 1:1 uncompressed and unshared bandwidth Lease line for NDR activities	3	Years					
Total in Figures								
Quoted Rate in Words								

Notes:

- Bidder has to quote in the above mentioned price format only.

**Signature of Bidder**

## **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](http://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, OIDB 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](http://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 blueback 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.

**PRE CONTRACT INTEGRITY PACT**

**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:

**Commitments of the BUYER**

- 1.1 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.
- 1.2 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.

1.3 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. 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.

#### Commitments of BIDDERS

3. 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/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/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 Mr Siva Prasad Rao Ex-MD, SAIL as Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. Contact Details of Independent Monitor are as under:

E-Mail: sivaprasadrao1950@gmail.com

(Communications can also be concurrently addressed to)

IEM Office C/o HoD(IT) -IEM Coordinator  
Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower –A, Plot No 2, Sector -73, Noida-201301.

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 extended 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. \_\_\_\_\_

\* Provisions of these clauses could be amended/ deleted for applicability in respective tender by DGH.