



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

**(E-Tender Notice)**

INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)  
Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for “Hiring of Pool cars for DGH Office”, under two bid system (Techno-commercial bid and price bid) from the prospective bidders.

The detailed e-tender document for the above is also 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 27.03.2020.

<b>E-Tender No.</b>	<b>Description of Item</b>
MM-12018/2/2019-DGH/ENQ-175	Hiring of Pool cars for DGH Office

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

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DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

**E-TENDER NO.: MM-12018/2/2019-DGH/ENQ-175**

TENDER DOCUMENT

FOR

**Hiring of Pool cars for DGH Office**

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

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

**FORWARDING LETTER**

To,

\_\_\_\_\_

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\_\_\_\_\_

Sub: Open E-Tender for “Hiring of Pool cars for DGH Office”.

Dear Sir,

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

1	E-Tender No.	MM-12018/2/2019-DGH/ENQ-175
2	Brief Description of the Services / Scope of Supply	Hiring of Pool cars for DGH Office
3	Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	27/03/2020 at 14-00 hrs.(IST)
5	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.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the <b>next date of Bid Closing date</b> and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	Rs. 3,40,000/-
9	Performance Guarantee to be submitted only by the Successful Bidder	7.5% of Annualized contract value valid for 60 days beyond the contract duration.
10	Eligibility Criteria	As per Annexure-III of Tender document.

- 2.0** Complete bid document is available at 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 confirming eligibility criteria as described at Annexure-III, can participate in the tender by downloading it from the aforementioned website, and submit their bids online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 3.0** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 4.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 6.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Cl. No. 7.0 of Annexure-I of bid document.
- List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-9 of Annexure-I of Bid document.
- 7.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 8.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 9.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 10.0** Other details and terms/conditions are as per the following **Annexure I - VI**.

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

Thanking you,

HOD (MM)  
For Directorate General of Hydrocarbons

**Encl: As above**

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

**1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:-** (Please refer to “Technical and Commercial Rejection Criteria at **B1 and B2** 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 : Pre contract Integrity Pact

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

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

**ANNEXURE-III : Bid Evaluation Criteria**

Appendix 10 : BEC Matrix

**ANNEXURE-IV : Scope of Supply/Technical Specifications/ General Terms & Conditions, Special conditions of contract**

**ANNEXURE-V : Price Format/Price Schedule/BOQ/BOM/Rate Card**

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

**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 **5 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, appendices-10 of Annexure-III & Price schedule at Annexure-V.** The prescribed proforma at Appendices of **Annexure- I and III**, 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 submitted or if submitted 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 by the duly authorised officer with Digital Signature, have been issued on behalf of company. The exact name of the firm should be same to whom the tender has been issued.

**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 only escalation/ de-escalation of rates (**refer Clause No. 8 of Annexure-IV**) will be considered subject to variation in price of fuels. All duties and taxes (except explicitly mentioned in Annexure-IV and V) 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** 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.

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

**9.5 GST Liability:**

**9.5.1** The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or



permanent address in India as prescribed under GST Law (amended from time to time)

- 9.5.2** The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.
- 9.5.3** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.
- 9.5.4** In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.
- 9.5.5** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-
- a) DGH will have no liability to reimburse the difference in 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.
- 9.5.6** The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.
- 9.5.7** GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):  
In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.
- 9.5.8** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

**10.0 PAYMENT TERMS:** Refer Clause in Annexure-IV.

## **11.0 MODE OF PAYMENT**

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

- a. Name & Complete Address of the Supplier / Contractor as per Bank records.
- b. Name & Complete Address of the Bank with Branch details.
- c. Type of Bank account (Current / Savings/Cash Credit).
- d. Bank Account Number (indicate 'Core Bank Account Number', if any).
- e. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
- f. Permanent Account Number (PAN) under Income Tax Act;
- g. GST Registration Number.
- h. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
- i. 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.

- j. 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 e-MAIL AND e-BIDS CONTAINING SCANNED SIGNATURE:**

**15.1** bids received in e-mail or e-bids with scanned signature will not be considered.

**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.

**f) AWARD OF CONTRACT**

**25.0 AWARD CRITERIA**

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

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

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

**27.0 NOTIFICATION OF AWARD (NOA)**

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

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

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

**28.0 PERFORMANCE SECURITY:**

**28.1** Successful bidder shall submit the performance security, 7.5% of Annualized contract 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.

**28.2** The performance security specified above must be valid as per time period mentioned above at 28.1, to cover the warranty obligations indicated in **clause 7.0** 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.

**28.3** 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.

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

**29.0 SIGNING OF CONTRACT:**

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

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**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-III**, and accepted the "General Terms and Conditions" at **Annexure-II** for providing services/work/supply, and have thoroughly examined and complied with the Scope of Supply/Technical specification at **Annexure-IV**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature  
of the Bidder

\_\_\_\_\_  
Name\_\_\_\_\_

\_\_\_\_\_  
Seal of the Company

\_\_\_\_\_  
Dated

Signature of witness

Address

**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.

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

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.



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)  
with Bank stamp

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

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

WITNESS NO. 2

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

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

Tender No. MM-12018/2/2019-DGH/ENQ-175 for "Hiring of pool cars for DGH".

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

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

**OR**

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**PRE CONTRACT INTEGRITY PACT**

**1.0 General:**

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

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

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

NOW, THEREFORE,

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

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

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

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

**2.0 Commitments of the BUYER:**

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

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



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

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

### **3.0 Commitments of BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money (Security Deposit)**

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

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

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

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

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

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

## **6. Sanctions for Violations**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Fall Clause**

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

## **8. Independent Monitor/s**

8.1 The BUYER has appointed Independent Monitor/s (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors 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, OIBD 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 extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

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

The tenderer shall upload the following digitally signed documents in Techno-commercial electronic envelope. 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, 8 & 10) at Annexure-I and III.
6. Digitally signed copy of bid document (un-priced) and corrigendum/addendum, if any, as confirmation/acceptance of all tender conditions in toto.
7. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

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

8. Self-attested copy of GST registration certificate or undertaking as per Appendix-7 of Annexure-I.
9. 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.
10. 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 debaring 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. 7 above) are also to be submitted offline in original before tender closing date and time.

**MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT**

(To be signed with the successful bidder)

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

**1.0 DEFINITIONS:**

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

**1.1 CONTRACT**

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

**1.2 DGH:**

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

**1.3 SITE:**

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

**1.4 DGH’S SITE REPRESENTATIVE:**

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

**1.5 CONTRACTOR:**

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

**1.6 SUB-CONTRACT:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such

sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

**1.7 SUB-CONTRACTOR:**

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

**1.8 CONTRACTOR'S REPRESENTATIVE**

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

**1.9 CONTRACT PRICE**

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

**1.10 DAY**

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

**1.11 EQUIPMENT/MATERIALS/GOODS:**

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

**1.12 WORKS / OPERATIONS:**

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

**1.13 GUARANTEE:**

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

**1.14 MOBILISATION:**

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

**1.15 DEMOBILISATION:**

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

**1.16 DRAWINGS:**

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

**1.17 SPECIFICATIONS:**



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

**1.18 INSPECTORS:**

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

**1.19 TESTS:**

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

**1.20 FACILITY:**

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

**1.21 THIRD PARTY**

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

**1.22 APPROVAL:**

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

**1.23 SINGULAR/ PLURAL WORDS:**

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

**1.24 GROSS NEGLIGENCE:**

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

**1.25 WILLFUL MISCONDUCT:**

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

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

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

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

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

**3.2 MOBILISATION TIME: (refer Clause No. 4 of Annexure-IV)** The mobilization should be completed by contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

**3.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which mobilisation is complete will be treated as date of commencement of Contract.

**3.4 DURATION OF CONTRACT:** The committed contract period is 02 Years only from the date of commencement of contract. However, the contract may be extended for 01 (one) more year subject to review of performance/ condition of cars by DGH on completion of contract duration of two years. DGH reserves right not to extend the contract on account of requirement, review and performance feedback and any other reason etc.

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

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

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

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

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

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

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

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

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

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

**6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of

Work / Technical Specifications (**Annexure-IV**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

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

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

## **7.0 WARRANTY AND REMEDY OF DEFECTS**

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

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

## **8.0 NOTICES AND ADDRESSES:**

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

### 8.1 Directorate general of Hydrocarbons

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

(b) For reporting and payments: HOD (HR & Admin), Directorate General of Hydrocarbons, OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

### 8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

## **9.0 DUTIES AND POWER /AUTHORITY:**

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

- i. Overall supervision, co-ordination and contract Management
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress

#### 9.2 CONTRACTOR's representative:

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

### **10.0 CONTRACT DOCUMENT:**

#### 10.1 Governing language:

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

#### 10.2 Entire Agreement:

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

#### 10.3 Modification in CONTRACT:

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

#### 10.4 Assignment:

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

#### 10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in

accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

## **11.0 REMUNERATION AND TERMS OF PAYMENT**

11.1 DGH shall pay to CONTRACTOR for the services/supply, to be provided by the CONTRACTOR as per the Scope of supply (**Annexure-IV**). The rates payable shall be firm (escalation/ de-escalation on account of change in price of Petrol is considerable as mentioned in special terms of contract) during the entire CONTRACT period, including extension period, if any.

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

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

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

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

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

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

### **11.5 DGH's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights

to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

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

### **12.1 A Claims**

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

### **12.2 B. Notice of claims**

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

### **12.3 Taxes**

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

### **12.4 Personnel taxes**

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

### **12.5 Corporate taxes**

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

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

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

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

### **13.0 PERFORMANCE**

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

### **14.0 PERFORMANCE BOND**

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (7.5% of Annualized contract value) to be submitted within 21 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 02 months beyond the contract period towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

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

### **15.0 DISCIPLINE**

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

### **16.0 SAFETY AND LABOUR LAWS**

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

16.1 Verification of character and antecedents of Contractual Manpower

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

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

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

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

### **17.0 SECRECY**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

### **18.0 STATUTORY REQUIREMENTS**

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

### **19.0 INSURANCE: (refer Clause 2.11 of Annexure-IV)**

### **20.0 INDEMNITY AGREEMENT**

#### **20.1 INDEMNITY BY CONTRACTOR**

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

a) personal injury, illness or death of :

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



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

b) loss or damage to :

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

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

### **20.2 Indemnity by DGH:**

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

a) personal injury, illness or death of

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

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

b) any loss or damage to :

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

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

## **21.0 TERMINATION**

### **21.1 Termination on expiry of the CONTRACT**

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

### **21.2 Termination on account of force majeure**

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

### **21.3 Termination on account of insolvency**

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

#### **21.4 Termination for unsatisfactory performance**

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement without giving any notice (in writing) to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

#### **21.5 Termination for delay in mobilisation**

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

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

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

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

#### **21.9 Consequences of termination**

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

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

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

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

on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

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

## **22.0 SEVERABILITY**

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

## **23.0 WITHHOLDING**

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:

23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

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

23.1.3 Defective work not remedied by the Contractor.

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

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

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

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

## **24.0 CHANGE IN LAW**

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

mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

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

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

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

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

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

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

## **25.0 FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable

control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## **26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH**

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

## **27.0 JURISDICTION AND APPLICABLE LAW**

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

## **28.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

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

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

28.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned

party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

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

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

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

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

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

### **29.0 CONTINUANCE OF THE CONTRACT**

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

### **30.0 INTERPRETATION**

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

### **31.0 PATENT INDEMNITY**

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

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

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

31.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the

CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

### **33.0 INDEPENDENT CONTRACTOR STATUS:**

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

### **34.0 INTEGRITY PACT (applicable for tenders above ₹50,00,000/-)**

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

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

### **35.0 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. The bids must conform to the Scope of work/ technical specifications, terms and conditions and special conditions of contract given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the products/materials offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/Works/Services, Terms & conditions and Special Conditions of the contract.
2. The bidder must have an office at Noida/NCR or submit an undertaking along with techno-commercial bid that he / they shall establish an office at Noida/NCR within 30 days from date of issue of LOA. The bidder shall submit valid documents confirming proof of office at Noida/ NCR.

**3. Ownership criteria:**

The bidder (or owner/owners of the bidding entity) should be owner of minimum following vehicles:

<b>Details of Vehicles</b>	<b>Requirement of following minimum ownership of vehicles</b>
Category-A1	Any 02 (Two) vehicles of equivalent or higher specifications
Category-A2	Any 09 (Nine) vehicles of equivalent or higher specifications
Category-A3	Any 01 (One) vehicles of equivalent or higher specifications

**\*Category-A1, A-2 and A-3 are mentioned in Scope of Work.**

Such owned vehicle shall be registered in the name of the bidder and shall not be more than **five years** old from the month of invitation of tender.

The bidder shall furnish a list of vehicles owned by them giving particulars regarding registration no., year of manufacture, model and transfer of ownership, supported by copies of valid RC Book and other documents and latest certificate showing ownership issued by the concerned RTO.

**4. Bidder's experience:**

- 4.1 Bidder must have at least three (03) years operational experience in the last five (05) years in providing similar services to any State government / Central government / Public Sector undertaking company / Reputed Limited Company. last five (05) years will be reckoned from the month of invitation of tender.
- 4.2 Bidder should have successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - i) Three similar completed works costing not less than the amount equal Rupees twenty nine lakhs only.



or

- ii) Two similar completed works costing not less than the amount equal to Rupees thirty six lakhs only.

or

- iii) One similar completed work costing not less than the amount equal to Rupees fifty seven lakhs only.

"Similar work" means hiring jobs of cars for reputed clients only.

In regard to 4.1 and 4.2 above, Bidder should submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents (indicating respective contracts/LOI/NOA and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts/work cited above.

- 4.3 A certificate from CA should be submitted confirming that average financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial years is more than Rupees 43 Lakhs. In this regard, bidder should submit a duly certified copy from CA that its annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial years (i.e, FY 2016-17, 2017-18 and 2018-19).

## **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. 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. **Acceptance of terms & conditions:** The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-II**, Instruction to Bidders at **Annexure-I** and others by attaching digitally signed tender document.
3. Bidders must specifically accept/comply with the following clauses as given in the tender document, failing which the offer will be rejected:
  - a) Arbitration clause.
  - b) Tax liability clause.
  - c) LD/ penalty clause
  - d) Termination clause.
  - e) Performance Guarantee Clause
  - f) Force Majeure Clause

4. **Offers of following kinds will be rejected:**

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

6. **Purchase Preference:**

- 6.1 Purchase preference under Public Procurement Policy, 2012 and its subsequent amendment for 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.
- 6.2 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. **[NOT APPLICABLE]**
- 6.3 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, and then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. **[NOT APPLICABLE]**
- 6.4 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC). **[NOT APPLICABLE]**

**C. Price Evaluation Criteria:**

- (i) Price bids will be evaluated on the basis of "Total Amount per day" (exclusive of GST), and the lowest bidder will be evaluated accordingly. The bidder who is evaluated as L-1 bidder will be considered for award of job. (refer Annexure-V)
- (ii) Rates for vehicles under need/ call basis requirement (i.e Category A-4 and A-5) will not be considered in Price evaluation. (refer Annexure-V)

- (iii) The L-1 bidder will be requested to match the rates of non evaluated categories (i.e A4 and A5 categories) with lowest reasonable quotes received during tendering to enable DGH to approve rates to be used subsequently for need base requirement.
- (iv) It is, however, to be clearly understood that the assumptions made in respect of the quantities of various line items in the Price Schedule/ BOQ are only tentative and for the purpose of evaluation of the bid, and the Contractor will be paid on the basis of the actual consumption/rendered services.

**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. The bidder shall clearly indicate their legal constitution e.g. Proprietor ship / Partnership company / Cooperative Society / Trust etc. and submit the notarised copy of certificate of incorporation / registration in case of companies, duly registered partnership deed in case of partnership firm, registered deed in case of trusts and certificate from registrar of Co-operative Society in case of Co-operative Society along with techno-commercial bid.
5. Bidder shall be required to produce all the documents in original if asked by DGH, prior to placement of LOA. These are to be submitted within the time allowed by DGH. Any failure and / or delay to produce the original documents as asked by DGH will make the bid liable for rejection with or without forfeiture of EMD.
6. Bidders to note that failure to furnish all information required in the bidding document or submission of bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and shall result in the rejection of its bid. Incomplete, conditional or vague bids indicating exception / deviations to the conditions may be rejected.
7. DGH is not bound to accept the lowest offer and reserve to itself all rights to reject any or all offers without assigning any reasons thereof.
8. The entire options sought in job of work are mandatory to be quoted. Indicated jobs are required to be quoted and same is undertaken as single point responsibility during the contract period.
9. BEC matrices are enclosed in the tender document at Appendix-10 must be replied suitably and to be filled in with the reference page no. of their techno-commercial bid by the bidders. Bidder should submit these matrices duly filled in along with the techno-commercial bid, failing which their offer will be rejected.

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**BEC MATRIX****(Check List for Compliance to Tender Condition)**

**Name of work:** Hiring the Pool cars for DGH. The Bidder shall fill up all the entries in the matrix and enclose the same with the Techno- Commercial Bid, failing which the Bid shall be rejected outright. This matrix shall form an integral part of the Bid. In case of any discrepancy between the entries made in this matrix and the details otherwise furnished by the Bidder in the Bid document, the information provided in the matrix shall prevail. However, in case of any serious discrepancy in the data given in the matrix and supporting documents submitted, the Bid shall be rejected.

Sl. No.	Details of BEC Clause	Confirm Compliance of BEC Clauses by appropriately ticking.	Supporting document	Documents at Sr. No. of Bid document						
<b>1</b>	Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered and shall be rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed							
<b>2</b>	<b>Technical Rejection Criteria</b>									
<b>2.1</b>	The bids must conform to the Scope of work/ technical specifications, terms and conditions and special conditions of contract given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the products/materials offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/Works/Services, Terms & conditions and Special Conditions of the contract.	Complied/ Not Complied	Enclosed/Not Enclosed							
<b>2.2</b>	The bidder must have an office at Noida/NCR or submit an undertaking along with techno-commercial bid that he / they shall establish an office at Noida/NCR within 30 days from date of issue of LOA. The bidder shall submit valid documents confirming proof of office at Noida/ NCR.	Complied/ Not Complied	Enclosed/Not Enclosed							
<b>2.3</b>	<p><b>Ownership criteria:</b> The bidder (or owner/owners of the bidding entity) should be owner of minimum following vehicles:</p> <table border="1"> <thead> <tr> <th>Details of Vehicles</th> <th>Requirement of following minimum ownership of vehicles</th> </tr> </thead> <tbody> <tr> <td>Category-A1</td> <td>Any 02 (Two) vehicles of equivalent or higher specifications</td> </tr> <tr> <td>Category-A2</td> <td>Any 09 (Nine) vehicles of equivalent or higher specifications</td> </tr> </tbody> </table>	Details of Vehicles	Requirement of following minimum ownership of vehicles	Category-A1	Any 02 (Two) vehicles of equivalent or higher specifications	Category-A2	Any 09 (Nine) vehicles of equivalent or higher specifications	Complied/ Not Complied	Enclosed/Not Enclosed	
Details of Vehicles	Requirement of following minimum ownership of vehicles									
Category-A1	Any 02 (Two) vehicles of equivalent or higher specifications									
Category-A2	Any 09 (Nine) vehicles of equivalent or higher specifications									

	<table border="1"> <tr> <td>Category-A3</td> <td>Any 01 (One) vehicles of equivalent or higher specifications</td> </tr> </table> <p>Such owned vehicle shall be registered in the name of the bidder and shall not be more than <b>five years</b> old from the month of invitation of tender.</p> <p>The bidder shall furnish a list of vehicles owned by them giving particulars regarding registration no., year of manufacture, model and transfer of ownership, supported by copies of valid RC Book and other documents and latest certificate showing ownership issued by the concerned RTO.</p>	Category-A3	Any 01 (One) vehicles of equivalent or higher specifications			
Category-A3	Any 01 (One) vehicles of equivalent or higher specifications					
<b>2.4</b>	<p><b>Bidder's experience:</b></p> <p>Bidder must have at least three (03) years operational experience in the last five (05) years in providing similar services to any State government / Central government / Public Sector undertaking company / Reputed Limited Company. last five (05) years will be reckoned from the month of invitation of tender.</p>	Complied/ Not Complied	Enclosed/Not Enclosed			
<b>2.5</b>	<p>Bidder should have successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>a. Three similar completed works costing not less than the amount equal Rupees twenty nine lakhs only.</p> <p style="text-align: center;">or</p> <p>b. Two similar completed works costing not less than the amount equal to Rupees thirty six lakhs only.</p> <p style="text-align: center;">or</p> <p>c. One similar completed work costing not less than the amount equal to Rupees fifty seven lakhs only.</p> <p>"Similar work" means hiring jobs of cars for reputed clients only.</p>	Complied/ Not Complied	Enclosed/Not Enclosed			
<b>2.6</b>	<p>A certificate from CA should be submitted confirming that average financial turnover during the last three years ending 31st March of the previous financial years is more than 43 Lakhs.</p>	Complied/ Not Complied	Enclosed/Not Enclosed			
<b>3</b>	<b>Commercial Rejection Criteria</b>					

<b>3.1</b>	Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ( ✓ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.2</b>	The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at <b>Annexure-II</b> , Instruction to Bidders at <b>Annexure-I</b> and others by attaching digitally signed tender document.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.3</b>	Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:			
<b>a)</b>	Arbitration clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>b)</b>	Tax liability clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>c)</b>	LD/ penalty clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>d)</b>	Termination clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>e)</b>	Performance Guarantee Clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>f)</b>	Force Majeure Clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4</b>	Offers of following kinds will be rejected:			
<b>3.4.1</b>	Offers made without Bid Bond /Bank Guarantee/Earnest money along with the offer	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.2</b>	Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.3</b>	Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.4</b>	Offers which do not conform to DGH's price bid format.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.5</b>	Offers which do not confirm to the contract period indicated in the bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.6</b>	The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.7</b>	Offers not accompanied by copy of PAN Card will be rejected.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>3.4.8</b>	Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or	Complied/ Not Complied	Enclosed/Not Enclosed	

	associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.			
<b>3.4.9</b>	Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>3.4.10</b>	Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>3.5</b>	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	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>4</b>	Bidder should agree/confirm to the "Purchase Preference" as indicated in the bid evaluation criteria.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>5</b>	Bidder should agree/confirm to the "Price Evaluation Criteria" as indicated in the bid evaluation criteria.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>6</b>	Bidder should agree/confirm to the "General Criteria" as indicated in the bid evaluation criteria.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>7</b>	Bidder should agree/confirm with the 'Notes' mentioned at Annexure-V.	Agreed/ Not Agreed	Enclosed/Not Enclosed	

**SCOPE OF WORK, TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT**

**1. Definitions:**

- 1.01 "Officer In-charge" means the Head of Administration at DGH or whatever designation that may be assigned to him would be overall in charge of pool cars.
- 1.02 "Authorized Officer" means an officer of DGH belonging to Administration (Logistics) or any other officer who shall manage the deployment of vehicle(s) for work.
- 1.03 "Month" means any Calendar month.
- 1.04 "Day" means a day starting from 00.00 hrs. to 24.00 hrs.
- 1.05 "Hours" means an hour of 60 minutes. For the purpose of charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 1.06 "Reporting Place" means DGH Administration (logistics) Officer Control Room OIBD Bhawan Noida where the vehicles shall generally report for duty or shall be released after completion of duty. Reporting place may be changed at any time during the currency of the contract.
- 1.07 "Work Site" means the location of operations of DGH, OIBD Bhawan Noida or any other work center / station of DGH in NCR.
- 1.08 "Duty Hours" means the duty hours of vehicle specified by DGH.
- 1.09 "Route" means the shortest possible approachable road between the two points or otherwise as prescribed by DGH.
- 1.10 "Distance" means distance in kms from base to (but not limited to) work sites / installations / etc. falling in the jurisdictions of Noida/ NCR or any other out station and vice versa. Fractional distance of 0.5 km shall be ignored.
- 1.11 "Driver" means the paid employee(s) of the contractor engaged by him for driving the Light vehicle and in possession of valid professional driving license of 3 years or more as per the statutory requirements of Motor Car Rules and Laws applicable from time to time.
- 1.12 "Vehicle" means Car (Petrol/CNG/Diesel fuel type) taxis (which are licensed for the intended use) of vintage should not be more than three years during the currency of contract.

At the time of placement of vehicles (on monthly basis) initially against fresh contract, vehicles should be brand new, compliant with latest emission norms i.e BS-VI and manufactured in year 2020. Registration of these vehicles should be on or after 01/April/2020.

Vehicles/ Cars should be complied with the provisions of Motor Vehicle Act and having valid RC Book, valid contract carriage Permits, Package Insurance Certificate, Fitness Certificate & taxes paid up to date and PUC certificate. The detailed specifications of cars have been specified in clause no 2.



1.13 "Service" means the services for transportation of senior executives of DGH or any personnel authorized by DGH and related services as specified in the scope of work by road through vehicles (car taxi) from one worksite to other or as directed by DGH.

1.14 "Staff" mean the employees of the contractor for this contract.

1.15 "Pro rata hourly rate" means the rate arrived at by dividing fixed hire charges per day per vehicle for 12/06 hours duty by 12/06 hours as the case may be.

**2. Technical Specifications & other requirements:**

<b>Category</b>	<b>Make / Model</b>	<b>Qty.</b>	<b>AC/ Non AC</b>	<b>Fuel</b>	<b>Average fuel Consumption</b>
A – 1	<ul style="list-style-type: none"> <li>• Tata Bolt</li> <li>• Maruti Celerio/ Wagon R</li> <li>• Hyundai Santro/i-10</li> <li>• Toyota Etios Liva</li> </ul> or equivalent hatchback	02	AC	Petrol/ CNG	18 Km/Kg
A – 2	<ul style="list-style-type: none"> <li>• Tata Tigor</li> <li>• Maruti Dzire</li> <li>• Toyota Etios</li> <li>• Hyundai Xcent</li> </ul> or equivalent compact sedan (at least two cars should be provided with carrier on roof under this category of car)	09	AC	Petrol/ CNG/ Diesel	Petrol/CNG:18 Km/Kg  Diesel: 18 Km/L
A- 3	<ul style="list-style-type: none"> <li>• Toyota Innova</li> </ul>	01	AC	Diesel	11 Km/L
A – 4	<ul style="list-style-type: none"> <li>• Hyundai Verna</li> <li>• Maruti Ciaz</li> <li>• Honda City</li> </ul> or equivalent saloon car	<b>(as per need on callout basis)</b>	AC	Petrol/ Diesel	17 Km/L
A-5	<ul style="list-style-type: none"> <li>• Toyota Corolla Altis</li> <li>• Honda Civic</li> </ul> or equivalent saloon car	<b>(as per need on callout basis)</b>	AC	Petrol/ Diesel	16 Km/L

2.01 At the time of placement of vehicles (on monthly basis) initially against fresh contract, vehicles should be brand new, compliant with latest emission norms i.e BS-VI and manufactured in year 2020. Registration of these vehicles should be on or after 01/April/2020.

2.02 Upgraded versions of above mentioned make / models introduced by the manufacture in due course shall also be acceptable at the same rates.

2.03 Under category A1, A2 and A3, bidders will submit the offer for one model up from the lowest/base model {viz., VXI/VDI models in case of Maurti Suzuki case and in same manner for other brands}.

- 2.04 Bidder shall be responsible to provide any specific Make / Model of vehicle from above job-categories, as per particular requirement of DGH. For instance, under Job Category A-4 and A-5, various numbers of make/models are covered, however, DGH can place requisition for any /group of different make/model, only depending upon the specific requirement of visiting dignitaries.
- 2.05 The vehicles offered for duties should have properly cleaned & odorless interiors and should be have white cotton seat covers. These covers should be washed and changed every week or earlier whenever required. The car should have car perfume dispenser of good quality functional each day of the month. The vehicles should also be fitted with reverse horn. The vehicle hired under the contract should be manned by an experienced and competent driver(s), as per prevailing RTO requirements.
- 2.06 The driver must have an operational mobile phone available with him for smooth co-ordination and service-execution and the same should always be in working condition. In case, the driver reports for the duty without such prescribed mobile phone, then a penalty @ Rs **200/- per day** of such lapse shall be charged by DGH towards deficiency in the services.
- 2.07 The services under Job-A3, A4 & A5 are generally required for VIPs, dignitaries or senior executives etc. As such the drivers performing these duties must always be in white uniform and should always wear shoes. Drivers of other categories to be given uniform 2 sets per year of cotton cloth and one set of shoes per year.
- 2.08 All essential documents such as; valid certificates relating to registration, road-tax, insurance, fitness, permit, PUC etc. (Whatever applicable) should always be available with the vehicle.
- 2.09 The vehicle on DGH duties shall be equipped with good condition spare wheel and required tools such as jack, spanner etc. for attending any unforeseen service impediment like tyre getting puncture /damaged etc.
- 2.10 The vehicle on DGH duties shall be equipped with First Aid Kit with adequate medicines.
- 2.11 CNG cars deployed should be certified by manufacturer or/and duly endorsed by Registering Authority.
- 2.12 Drivers of the cars have to be suitably insured for essential insurances deployed for DGH along with cost of personal care by contractor during event of an emergency:

A. Group Personal Accident Insurance Cover

Sum Assured for each employee: Rupees Ten Lakh

Area Covered: Anywhere in the India (24X7)

Risk Covered: Death, Permanent Total Disablement and Temporary Total Disablement.

And

B. Group Mediclaim Insurance Policy

Sum Assured for each employee: Rupees One Lakh

Area Covered: Anywhere in India (24X7)

Coverage: Basic Cover with Pre-existing disease since day one.

Waiting Period: Nil

Cashless facility: Available anywhere in India (24X7).

And

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

### **3. SCOPE OF WORK**

3.01 For its activities in DGH intends to hire the services of cars for the duties of senior executives, VIP's, dignitaries or any other personnel authorized by DGH. The services shall be utilized (but not limited to) for short-term temporary requirements like airport duties, railway station duties, local/outstation city duties, field duties and also for occasional requirements during various meets, seminars, symposiums, workshops etc.

3.02 Generally, these duties shall be for the Noida city and Delhi/NCR region. However, visiting dignitaries / executives may move in and around NCR and UP.

3.03 The confirmed requirement volume of work for services under Category A-1, A-2 and A-3 is mentioned below:

Job-A1: Two (02) cars

Job-A2: Nine (09) cars

Job A-3: One (01) car

The services for categories A-4 and A-5 are required purely on need & call basis requirements of DGH Noida Office; as such their accurate forecast cannot be made in advance.

3.04 Actual volume of work may vary and depends on operational requirements of DGH from time to time.

3.05 The contract shall be valid for a period of two years and extendable to one more year subject to review of condition/ performance of cars from the date of commencement of services.

3.06 This contract shall not entitle the contractor to have exclusive right to carry out transportation of personnel of DGH. DGH can use its own cars at any time whether for full job or part thereof.

### **4. MOBILIZATION:**

A mobilisation instruction/notice will be issued to the contractor for deployment the cars (as per specifications and vintage mentioned herein above) within 30 days from the date of placement of LOA. If contractor is asked to deploy the vehicles before 30

days from the date of placement of LOA or immediately after placement of order with minimum 02-07 days of mobilisation instruction/ notice, contractor has to make an alternate arrangement temporarily for required nos. of cars (in Good, healthy conditions and acceptable to DGH for this intervening period) along with chauffeurs to commence the car services at DGH.

In case contractor fails to provide the cars (as per scope of supply and service, technical specification mentioned in the tender document) within mobilization period of 30 days, DGH may without prejudice to any other right or remedy, available to him to recover damages for breach of the contract as below:

- 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 annualized contract value per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties). It may be noted that such recovery of liquidated damages may be up to a ceiling of 10% of Annualized contract value which the contractor/supplier has failed to mobilize the resources within the period fixed for mobilizations. 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.
- b) In case contractor fails to deploy the cars with scope of supply/service, technical specification as per tender within 60 days from the date of mobilization notice, DGH has an exclusive right to cancel the contract and invoke the EMD/ security deposit submitted by the contractor by serving prior notice to the contractor.

## **5. OPERATIONAL CONDITIONS:**

5.01 Under normal circumstances, the requirement shall be conveyed to the contractor up to the evening (about 18.00 hrs.) of the previous day. DGH shall make all efforts to plan the requirements in advance and give due notice time to the Contractor for arranging the services. For additional need & call basis car requirements other than A1, A2 and A-3 categories; the requirement shall be conveyed to contractor in advance by four hour only.

However, there shall be occasions when urgent unforeseen requirements might emerge for which DGH shall give a short notice. The contractor under such circumstances shall be bound to provide the vehicles for the service requirements of DGH.

5.02 After the receipt of requisition from DGH (either written or telephonic), contractor shall arrange the required vehicle and the same shall report for duty at Control Room DGH Noida Office, or at other specified place, well within the time specified by authorized officer of DGH. The delay in reporting shall be considered as non-reporting of the vehicle and Liquidated damages as per provisions of the contract shall be applicable.

5.03 The vehicle provided under the contract must conform to the prescribed technical specification and manned by a competent driver. If it is found that the offered vehicle is not in good condition or does not meet the required technical specifications, then DGH may refuse to accept such vehicles on its duties. The decision with regard to acceptance or rejection of vehicle offered by the Contractor shall remain with In-charge Logistics, DGH and his decision shall be final and binding.

5.04 Contractor shall arrange to provide a separate duty-sheet / log-sheet (as per DGH's prescribed format) for each vehicle for recording the duties performed during the day. It shall be the duty of the Contractor / his driver to ensure that the duty sheet is properly filled-in and signed by the user, and mentioning clearly the name and designation of the user. Any tempering of the log-sheet details, by the contractor or his

person shall result in no payment for that vehicle for that day / hours. Besides, a penalty @ **Rs. 500/- per sheet** shall be imposed.

- 5.05 The milometer of the vehicle must always be in working condition. In case, any defect gets developed or is noticed and pointed out by authorized officer, then Contractor shall immediately get it repaired, failing which the KM run, as certified by authorized officer shall be considered final and taken into account.
- 5.06 Contractor shall ensure that while the vehicle reports for the day's duty, its fuel tank must be filled up at least 3/4<sup>th</sup> of its capacity for smooth services during the day.
- 5.07 The vehicle must be available for 12 hrs / 6 Hrs duties with DGH, as the case may be. A suitable tea-break / meal break of reasonable duration shall be allowed to the driver, considering the operational requirement of the vehicle.
- 5.08 Contractor shall depute his authorized representative every day at 0800 hours / specified time at DGH Control Room / at any other designated work-site, in case so required, for receiving operational instructions and to ensure proper job co-ordination.
- 5.09 Any deficiency in service requirements stated in the contract, shall entitle non-acceptance of vehicle by DGH and thus liable to attract L.D. as per Liquidated damages clause.
- 5.10 It shall be the responsibility of the Contractor to arrange safe and secured parking for his vehicles. After completion of duties and subsequent release, the vehicles shall be parked by the contractor at his designated place / near to DGH's reporting place at his risk & cost. DGH may allow vehicles to be parked at its premises for the next day duties. However, in such cases the risk and responsibility relating to vehicle shall be solely of the contractor.
- 5.11 **No charges “from garage to reporting place” & “vice a versa” shall be admissible for payment.**
- 5.12 Contractor shall ensure professional competence, verification of character (through police station), antecedents of his employees / crew members deployed on vehicles under the contract.
- 5.13 Contractor shall ensure that only skilled driver with sufficient experience in respective trade are deployed on the job to avoid any accident/mishap and are not put over-exertion, as per applicable labour laws.
- 5.14 The driver deputed under the contract must behave decently with DGH's personnel and must adhere to given instructions with regard to reporting time / place. Contractor shall have to withdraw such persons who are found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to DGH's interests, failing which vehicle shall not be accepted on duty. It will not be binding on DGH to justify the reasons for advising such withdrawal of Contractor's persons.
- 5.15 The contractor and his staff / drivers shall pledge secrecy and non-divulgence of the nature of work of DGH that may prejudice interest of DGH.

- 5.16 Contractor shall ensure that his crew refrain from smoking or carrying any inflammable substance at work-sites and abide by all the safety rules and codes enforced by DGH at work-sites, without exception.
- 5.17 In case the deployed vehicle develops some defects / breakdowns, then contractor shall urgently arrange to provide a replacement vehicle of similar specification.
- 5.18 The contractor shall open an office (in case the same is not in existence presently) with telephone connection in Noida/ NCR duly manned within 30 days after placements of LOA; so that the contractor can be contacted.
- 5.19 The contractor shall be responsible for arranging fuel /oil and lubricants for the cars provided on hire as and when required. Any work related to operation of the car(s) i.e. repair, maintenance, payment of taxes to Central/State Government, municipalities and RTO / ARTO formalities shall be the responsibility of the contractor and the rates include all such statutory payments/formalities.
- 5.20 The contractor shall ensure that no unauthorized man or material is lifted in the cars deputed for DGH's duty. In case any unauthorized man/material is found in the car L.D. as applicable shall be levied.
- 5.21 DGH shall not be responsible for safety / security with relation to contractor's car / his employees or his any other property

## **6. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES**

- 6.01 DGH shall be completely free from any liability whatsoever, in the event of an accident while the vehicle is engaged under contract. Contractor will be fully and exclusively responsible for any damage to his vehicle / property, death / bodily injury to his crew members or any other person in his employment, or un-authorized persons traveling in the vehicle, including any third party claim. The contractor shall indemnify DGH against any such claim / compensation.
- 6.02 Contractor will also be solely responsible for any consequences under the law, arising out of any accident caused by his vehicle to the property, equipment or personnel of DGH / third party, including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by DGH / third party on this account.
- 6.03 Contractor shall take sufficient insurance coverage, as per RTO rules / regulations, for his vehicle and for the passengers.

## **7. RATES**

- 7.01 The rates quoted by the bidder in Schedule of Rates (Price-Bid) shall be all inclusive, complete, composite and firm for the entire contract duration. The rates shall be inclusive of all the expenses that are necessary for continuance of satisfactory services, throughout the currency of contract. Such expenses shall include, but not restricted to, payments to licensing authorities, labour authorities, any govt./semi govt./local and municipal authorities, dues, taxes levies, fees related with the service, repair and maintenance, HSD/Petrol/CNG, oil lubricants, insurance for vehicle, passengers and crew, salaries and bonus for operational and maintenance staff,

expenses on pre-medical / periodical medical examinations & Mines vocational training as per mines rule of his crew, establishment expenses or any other expenses necessary for providing an acceptable and satisfactory level of service under the contract.

#### 7.02 **CORPORATE TAX**

Corporate tax assessed on the income of the contractor shall be the responsibility of the Contractor and to be paid by him.

#### 7.03 **GOOD AND SERVICE TAX**

GST shall be payable extra as applicable.

7.04 The agreed hire-charges shall be as per rates of Schedule of Rates for respective services finalized / awarded by DGH.

7.05 Besides agreed hire-charges, following additional charges / reimbursements shall be payable and regulated as under for each vehicle;

A	Over-time Charges	Rs 80/- per hour (for detention beyond 12 hrs duty / 6 hrs duty, as the case may be)	Subject to a maximum of Rs 320/- per day.
B	Out-station charges	Rs 250/- per night halt	For vehicle detained overnight (between 22.00 hrs to 6 hrs), within / outside jurisdiction of DGH Noida.
C	Parking charges	As per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user)	Receipt should have the Date & Registration no. of the vehicle.
D	Toll (Road or Bridge) / Entry charges	As per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user)	Payment at Toll check-post is responsibility of the Contractor / his driver, which shall be reimbursed subsequently by DGH.  Receipt should have the Date & Registration no. of the vehicle.
E	Temporary Inter-state Permit Fee / taxes	As per actual (On production of original receipt with Registration No. & Date).	For vehicles sent on duty to other states i.e., outside NCR.

DGH shall not make any payment other than the agreed hire charges and other charges / reimbursement mentioned specifically here above. In case there is a variation in Diesel / Petrol/ CNG rates, a corresponding correction / adjustment in hire charges shall be effected, as per pre-defined formula, covered hereunder the clause "Escalation / De-escalation of Rates".

## 8. ESCALATION / DE-ESCALATION OF RATES

### 8.01 For CNG Vehicles:

In case of any variation (increase/decrease) in the price of Petrol/CNG, a corresponding escalation / de-escalation in the rates shall be paid / recovered against each vehicle for the actual kms run, based on the following predefined formula;

$$\text{Escalation / De-escalation per KM} = \frac{R2 - R1}{K}$$

Where

R1: Rate of CNG/Petrol (in Rs per Kg), as on the date of techno-commercial bid opening,

R2: Revised Rate of CNG/Petrol (in Rs per Kg)

R1 & R2 being the rates, as declared by M/s Indian Oil Corporation Ltd for Noida.

K is the average KMPKG (KM run per KG of fuel) considered for the purpose of this contract and shall be considered on following basis;

For Job category: A1 and A2, K → 18

The difference payable or recoverable on account of increase / decrease of fuel prices shall be allowed only for TOTAL Actual KMS RUN by the vehicles for DGH duties.

Above escalation/de-escalation shall be considered only for the period for which the rates are changed.

Permitted periodicity of considering Escalation/De-escalation of rates will once in a calendar month only for proper contract administration only.

### 8.02 For Petrol/Diesel Vehicles:

In case of any variation (increase/decrease) in the price of Diesel / Petrol, a corresponding escalation / de-escalation in the rates shall be paid / recovered against each vehicle for the actual kms run, based on the following predefined formula;

$$\text{Escalation / De-escalation per KM} = \frac{R2 - R1}{K}$$



Where

R1: Rate of Diesel / Petrol (in Rs per Liter), as on the date of techno- commercial bid opening,

R2: Revised Rate of Diesel / Petrol (in Rs. per Liter)

R1 & R2 being the rates, as declared by M/s Indian Oil Corporation Ltd for Noida.

K is the average KMPL (KM run per liter of fuel) considered for the purpose of this contract and shall be considered on following basis;

For Job category: A2 →18, A3 → 11, A4 →17 and A5 →16.

The difference payable or recoverable on account of increase / decrease of fuel prices shall be allowed only for TOTAL ACTUAL KMS RUN by the vehicles for DGH duties.

Above escalation/de-escalation shall be considered only for the period for which the rates are changed.

Permitted periodicity of considering Escalation/De-escalation of rates will once in a calendar month only for proper contract administration only.

## **9. LIQUIDATED DAMAGES (LD)**

- 9.01 Non-placement of vehicle: Contractor shall provide the vehicle, as and when required by DGH. In case the contractor fails to provide the vehicle against DGH's requirement, then in addition to the non-payment for the services, the Liquidated Damages equivalent to FULL DAY-RATE shall be recovered by DGH from the bills of the contractor.
- 9.02 Late reporting of vehicle: In case, contractor fails to provide the vehicle(s) by the specified time, then Liquidated Damages equivalent to 10% of DAY-RATE for each hour of delay shall be recovered by DGH from the bills of the contractor. In addition to this LD, no payment shall be made for delayed period (@ pro-rata hourly basis). DGH also reserves the discretion with regard to acceptance / non-acceptance of late-reporting vehicles.
- 9.03 In cases when DGH arrange a vehicle from any other agency on account of non-availability of vehicle from the contractor and the cost incurred is higher than LD amount the higher cost of alternative arrangement shall be recovered in lieu of LD.
- 9.04 The liquidated damages as above being pre-estimated genuine loss likely to be caused due to breach of contract which the parties knew at the time of entering into contract. In the event of any dispute regarding imposition of LD, the decision of DGH shall be final and binding upon the contractor.

## **10. STATUTORY RESPONSIBILITIES OF THE CONTRACTOR**

Contractor shall comply with the provisions of all statutory laws, rules and regulations and notifications whether central or state or local, as applicable to him or to his contract from time to time, at his cost.

## **11. PAYMENT AND BILLING**

- 11.01 Contractor shall submit the bills on approved proforma to In charge Logistics/HOD (Admin) (in duplicate) on monthly basis for the services provided under the contract.

The bills of the previous month should be submitted by the 10th of next month. This shall be scrutinized and checked before passing the bills for payment.

- 11.02 The payments for all undisputed bills shall be made by DGH after scrutiny of the bills normally within 30 working days from the date of submission of bills.
- 11.03 Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Dept. of DGH. A TDS certificate shall be issued by DGH to the Contractor for such deductions.
- 11.04 DGH shall make timely payments only through Electronic Payment Mechanism (viz NEFT / RTGS /ECS).
- 11.05 DGH shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor. Further, no interest shall be paid on such delayed payments.

**12. WITH HOLDING / RECOVERY FROM PAYMENT**

- 12.01 DGH reserves the right to recover from the bills of the Contractor the amount due to DGH against any losses and damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. DGH also reserves the right to withhold any payment to safeguard the interest of DGH against any dues for which the decision of the In charge Logistics shall be final.
- 12.02 In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

**13. FINAL BILL**

- 13.01 Any and all claims not specifically reflected and included in final bill shall be deemed to have been waived by Contractor and DGH shall have no liability in respect thereof and Contractor shall not be entitled to raise or include in the final bill or subsequently at any time, any claims other than those mentioned in the final bill.
- 13.02 No claim, on any account or ground, shall be made by the contractor after the final bill, with the intent that the final bill prepared by the contractor shall reflect any and all claims, whatsoever, of the contractor against DGH, arising out of or in connection with the contract or work performed by the contractor there under or in relation thereto and the contractor shall notwithstanding any enabling provision in the contract or in any law and notwithstanding any claim in quantum merit that the contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the final bill and to have absolved and discharged DGH from and against the same even if in not including the same as aforesaid, contractor shall have acted under a mistake of law or fact.

**14. Jurisdiction** All the disputes or difference regarding the tender/contract shall be governed by the jurisdiction of the courts situated at New Delhi.

**15. Change in Vehicle Requirement:** DGH reserves the right to increase/decrease the number of cars of the contractor by giving 7 days' notice without assigning any reasons.

\*\*\*\*\*

## Annexure-V

<b>PRICE SCHEDULE/BOQ/ RATE CARD</b>								
Sl. No.	Item Description	Catgy.	Qty.	Type	Hire charges per day per vehicle for 12 Hrs duty with 100 kms built-in run	Additional per KM rate, beyond built-in kms (i.e 100km / 50 km, as the case be)	NET AMOUNT PER DAY considering built-in run and additional 50 Km Run in Rs. P	TOTAL AMOUNT In Words
1	<b>Tentative Monthly Requirement</b>							
1.01	Hiring Tata Bolt/ Maruti Celerio or WagonR / Hyundai Santro or i-10/ Toyota Etios Liva or equivalent hatchback	A-1	2	AC-Petrol/CNG				
1.02	Hiring of Maruti Dzire/ Tata Tigor/ Toyota Etios/ Hundai Xcent or equivalent compact sedan	A-2	9	AC-Petrol/CNG/ Diesel				
1.03	Hiring of Toyota Innova	A-3	1	AC-Diesel				
2	<b>Need/ Call out Based Requirement</b> <i>[Rates for vehicles under this requirement will not be considered in Price evaluation. Evaluated L-1 bidder will be asked to match the rates of non-evaluated categories (i.e A4 and A5 categories) with lowest reasonable quotes/ rates received in this tender.]</i>							
2.01	Hiring of Hyundai Verna/ Maruti Ciaz/ Honda City or equivalent saloon car	A-4		AC-Petrol/ Diesel				
2.02	Hiring of Toyota Corolla Altis/ Honda Civic or equivalent saloon car	A-5		AC-Petrol/ Diesel				
<b>Total Amount PER DAY (exclusive of applicable GST)</b>								
<b>Quoted Rate in Words</b>								

**Note:**

1. **Applicable GST will be paid extra by DGH.**
2. Price Format will cover the complete scope of work/ supply, terms & conditions and special terms & conditions as stipulated in the bid document.
3. Bidder should strictly adhere to the Price Format as provided above. In case of deviation or not quoted the price as per price format, bid will be straightway rejected.
4. **Under category A1, A2 and A3, bidders will submit the offer for one model up from the lowest/base model {viz., VXI/VDI models in case of Maruti Suzuki case and in same manner for other brands}.**
5. Above rates during currency of contract will be adjusted for escalation / de-escalation of fuel prices as per the provision mentioned in special conditions of contract (Annexure-IV) of tender document. This condition will be applicable for “Hire charges per day per vehicle” and “additional per KM rate” for all categories.
6. Requirement/ Quantity mentioned in Price Schedule/BOQ/ Rate Card above is indicative, tentative and for evaluation purpose only. There is no guaranteed billing under the contract.
7. Rate for vehicles under need/ call basis requirement (i.e Category A-4 and A-5) will **not** be considered in Price evaluation. (refer clause C of Annexure-III).
8. The bidder who will quote lowest “Total Amount PER DAY (exclusive of applicable GST)” of above table will be considered for award of job. The lowest L1 bidder will be requested to match the rates of

non evaluated categories (i.e A4 and A5 categories) with **lowest reasonable** quote received during tendering to enable DGH to approve rates to be used subsequently for need base requirement.

9. 50 KM multiple is “representative average additional KM run figure” and is “statistical average” used for evaluation of offers based on past car usage. This figure does not in any way represent about the commitment from DGH side for any additional usage and may vary for each car usage. Payment for additional use will be as per actual.

**10. Hire Charges per day per vehicle for 06 Hrs duty with 50 KM built in run will be taken as 60% of hiring charge per day (for the respective vehicle) quoted in price schedule/ rate card for additional requirement only. If this mentioned formula is not agreeable to the bidder, then his bid will be rejected outright.**

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**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 blue back ground cells. Don't fill in white back ground cells.
  - c. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
  - d. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause \_\_\_\_\_ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

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