



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

(E-Tender Notice)

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

Directorate General of Hydrocarbons, Noida invites Competitive Bids for “**House Keeping Services at DGH office at Noida, Transit Accommodation at Noida and DGH office at SCOPE New Delhi**”, under two bid system (Techno-commercial bid and price bid).

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

Bids shall be submitted by 1400 hrs on 29.06.2020.

E-Tender No.	Description of Item
MM-12019/4/2020-DGH /ENQ-181	House Keeping Services at DGH office at Noida, Transit Accommodation at Noida and DGH office at SCOPE New Delhi

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-12019/4/2020-DGH /ENQ-181

TENDER DOCUMENT

FOR

**House Keeping Services at DGH office at Noida, Transit Accommodation at Noida and DGH
Office at SCOPE, New Delhi**

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

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

FORWARDING LETTER

To,

Sub: E-Tender for House Keeping Services at DGH office & Transit Accommodation at Noida

Dear Sir,

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

1	E-Tender No.	MM-12019/4/2020-DGH /ENQ-181
2	Brief Description of the Services / Scope of Supply	House Keeping Services at DGH office at Noida, Transit Accommodation at Noida and DGH office at SCOPE, New Delhi
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	29.06.2020 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 next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
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. 4,58,000/-
9	Performance Guarantee to be submitted only by the Successful Bidder	10% of the Annual Contract value to be submitted within 21 days of placing the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 03 months beyond the expiry of the contract.
10	Eligibility Criteria	As per Annexure-III of Tender document.
11	Mobilization & Commencement of work	Successful bidder shall be required to mobilize manpower & other resources for commencement of services at the specified site within a maximum of 2 weeks from the date of LOA.
12	Duration of the Contract	2 Years from date of commencement
13	Quantum of Liquidated damages for default in mobilisation by the contractor	At the rate of 2 % of the Annual Contract Value per week or part thereof subject to a maximum of 10 % of the contract

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

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

Thanking you,

HoD(MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

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

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENT

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 The services/scope of supply required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE-I : Instructions to Bidders with following Appendices.

Appendix 1: Bid submission proforma.

Appendix 2: Proforma of Authorization Letter for Attending Tender Opening.

Appendix 3: Proforma Certificate on relatives of DG/Directors of DGH

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

Appendix 5: Bid Bond Bank Guarantee proforma.

Appendix 6: Bank Guarantee for Performance Security

Appendix 7: Undertaking / Declaration

Appendix 8: Proforma for bidders past experience declaration

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

ANNEXURE-II A : Model Contract & General Terms & Conditions

ANNEXURE-II B : Special Conditions of Contract

ANNEXURE-III : Bid Evaluation Criteria

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

ANNEXURE-V : Price Format/Price Schedule

ANNEXURE-VI: E-Bidding Instructions to Bidders

ANNEXURE-VII : Integrity Pact

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

5.0 CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than **7 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

6.0 AMENDMENT OF BID DOCUMENT

6.1 At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

6.2 The Addendum will be hoisted on DGH's website and Gol'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. Tender 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.
- d. Duly signed Integrity Pact

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) of the bidder.

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

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

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

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

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

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

7.5 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

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

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

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

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

7.10 The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

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

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

7.13 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

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

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

8.1 Advice to bidders for avoiding rejection of their offers:

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

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

9.0 BID PRICES

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

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

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

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

9.5 Concessions permissible under statutes:

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

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

9.6 Income Tax Liability

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

9.7 GST Liability:

- 9.7.1** The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)
- 9.7.2** The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.
- 9.7.3** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.
- 9.7.4** In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.
- 9.7.5** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-
- a) DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
 - b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.
- 9.7.6** The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.
- 9.7.7** GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):
In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.
- 9.7.8** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

10.0 PAYMENT TERMS: As per clause 12 of 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:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

12.0 VAGUE AND INDEFINITE EXPRESSIONS

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The Bid shall be valid for **90 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

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

14.0 BID SECURITY

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

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

14.3 The Bidders not covered under Para **14.2** above must enclose the bid security with their offer with the techno-commercial bid. The amount for bid security has been indicated in the "Invitation For Bid".

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

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

(ii) A Bank Guarantee as per **Appendix 5**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for **45 days** beyond the validity of the bids asked for in the tender.

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

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

14.7 The Bid Security shall be forfeited:

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

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

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

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

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

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

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

e. 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 reach 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.

f. EVALUATION OF BIDS

21.0 EVALUATION AND COMPARISON OF BIDS

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

22.0 UNSOLICITED POST TENDER MODIFICATIONS

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

23.0 EXAMINATION OF BID

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

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

24.0 SPECIFICATIONS

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

25.0 PURCHASE PREFERENCE

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

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

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

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

g. AWARD OF CONTRACT

26.0 AWARD CRITERIA

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

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

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

28.0 NOTIFICATION OF AWARD (NOA)

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

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

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

29.0 PERFORMANCE SECURITY:

29.1 Successful bidder shall submit the performance security, 10% of Annual 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.

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

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

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

30.0 SIGNING OF CONTRACT:

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance

with the Model contract, General Terms & Conditions of Contract at **Annexure-II**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

BID SUBMISSION PERFORMA

Tender No.....	Bidder's Telegraphic Address :
_____	Telephone No :
_____	FAX NO :

Directorate General of Hydrocarbons .
OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till **90 days from the date of closing of bid.**
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II**, and accepted the "General Terms and Conditions" at **Annexure-III** for providing services/work/job, and have thoroughly examined and complied with the Scope of Supply/Schedule of Rates etc at **Annexure-IV & V**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.
4. I/We have signed the Integrity Pact with the bid for necessary compliances.

Yours faithfully,

Signature of the Bidder

Name_____

Seal of the Company

Dated

Signature of witness

Address

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. _____ Date.....

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

Subject : **Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr. for information and for production before the HoD (MM) at the time of opening of bids.

PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH

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

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

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

**Authorised Signatory of
The Contracting Party**

Place...

Date...

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

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**Proforma of Bank Guarantee towards Bid Security
BID BOND**

Ref. No..... Bank Guarantee No.....
Dated
To,
Directorate General of Hydrocarbons
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

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

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

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

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

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes forty-five days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

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

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

cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

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

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

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

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

Notes: The expiry date as mentioned in clause **5 & 6** should be arrived at by adding **45** days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

Proforma of Bank Guarantee towards Performance Security.
PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No. Dated.

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

Dear Sirs,

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

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

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

1.4 The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO. 1

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

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

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.

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

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

OR

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

1.0 BIDDER'S EXPERIENCE**BIDDERS PAST EXPERIENCE PROFORMA FOR SIMILAR JOBS**

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

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

SIGNATURE: -----

DESIGNATION: -----

COMPANY: -----

COMPANY SEAL

DATE: -----

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

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

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

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

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

7. Self-attested copy of GST registration certificate or undertaking as per Appendix-7 of Annexure-I.
8. Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates / information submitted by them against the tender are genuine.
9. Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH

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

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

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas DGH is desirous of (description of services) for carrying out DGH’s operations conforming to specifications as set forth in the Scope of Work at **Annexure-IV** of this Contract.

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 Letter 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:

Shall mean Directorate General of Hydrocarbons, India, an organization under the Ministry of Petroleum & Natural Gas, Government of India, including its successors, administrators, executors and assignees.

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

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

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

1.11 DAY

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

1.12 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.

1.13 WORKS / OPERATIONS:

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

1.14 GUARANTEE:

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

1.15 MOBILISATION:

Mobilization shall mean placing of equipments fully manned, material, machine, goods and all manpower as provided in Scope of Work at the Site in readiness to commence work as envisaged under the Contract and duly certified by the DGH's authorized representative. Mobilization shall be deemed to be completed on the date and time when Contractor's equipment, material, machine goods and all manpower as provided in Scope of Work are

placed at the Site in readiness to commence work as envisaged under the Contract and duly certified by the DGH's authorized representative

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 FACILITY:

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

1.22 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.

1.23 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

1.24 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.

1.25 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,

1.26 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 WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications and Annexures thereto 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 as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LoA) that it has been awarded the contract. This date of issue of LoA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION PERIOD: The mobilization of equipment, personnel, should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated 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 the mobilization is completed in all respects is treated as **date of commencement of Contract**.

3.4 **DURATION OF CONTRACT:** The contract shall be for the period as indicated in the **Scope of Work**.

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 / Terms of Reference (**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 / Terms of Reference (**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, en-route/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

7.3 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 will 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
For CONTRACT related communication, reports and payments:

H O D (HR & Admin)

Directorate General of Hydrocarbons,

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

Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....

.....

.....

9.0 DUTIES AND POWER /AUTHORITY :

- 9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:
- i. Overall supervision, co-ordination and Project Management at site
 - ii. Proper utilization of equipment and services.
 - iii. Monitoring of performance and progress
 - iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
 - v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
 - vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.
- 9.2 CONTRACTOR's representative:
- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
 - ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
 - iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
 - iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

10.0 CONTRACT DOCUMENT :

10.1 Governing language:

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

10.2 Entire Agreement :

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written

or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

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

10.4 Assignment:

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

10.5 Waivers and amendments :

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

Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

The payment shall be released as per terms mentioned in Special conditions of Contract

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-III**), as per the price Schedule at Annexure-**V**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

11.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the **HoD (HR & Admin)**

11.3 Invoices with original supporting documents duly countersigned by the DGH's representative/ engineer wherever applicable will be submitted as per the payment schedule (Refer Special Conditions of Contract) by the CONTRACTOR to DGH and payment shall be made within 21 (twenty one) calendar days from the date of receipt of invoice at the above office.

The original invoice should also accompany the following documents/details:

1) Alongwith first invoice:

Following documents / details should be invariably furnished alongwith the first invoice:

a) Copy of valid registration certificate under the GST Law.

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) Mobile No. (Optional).

d) e-mail ID.

11.1 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 therefore. 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 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 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 GST, Customs Duty, 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.

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

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

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

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

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

claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

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

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

12.4 Customs duty: - The CONTRACTOR shall bear all Customs Duty for import of equipments/spares/consumables and any other material required as per CONTRACT. DGH will not have any liability in this regard.

12.5 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.

12.6 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.

12.7 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.

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

13.0 PERFORMANCE

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

14.0 PERFORMANCE BOND

14.1 The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10 % of estimated Contract Price for 1st year) valid till _____ 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.

19.0 INSURANCE

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

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

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

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

therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

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

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

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

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

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or sub CONTRACTOR'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 sub CONTRACTORS or sub CONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or sub CONTRACTORS or sub CONTRACTOR'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 26**.

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.

Termination for unsatisfactory performance

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

21.4 Termination for delay in mobilisation

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

21.5 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.

21.6 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.

21.7 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.

21.8 Consequences of termination

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

21.8.2 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.

21.8.3 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.
- (iv) Any payment due from Contractor in respect of any unauthorized imports.

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 Customs Duty and GST in addition to 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 PREFERENCE TO LOCAL COMPANIES

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

28.0 JURISDICTION AND APPLICABLE LAW

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

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

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

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

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

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

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

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

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

30.0 CONTINUANCE OF THE CONTRACT

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

31.0 INTERPRETATION

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

32.0 PATENT INDEMNITY

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

a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and

b) the sale in any country of the products produced by the Items.

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

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

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

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

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

33.0 INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

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

34.0 LIMITATION OF LIABILITY

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

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

35.0 Integrity Pact

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

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

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered,

For and on behalf of

Directorate General of Hydrocarbons(DGH) M/s. _____

For and on behalf of Contractor

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

SPECIAL CONDITIONS OF THE CONTRACT.**1.0 DELAY IN MOBILISATION AND COMMENCEMENT OF WORK AND LIQUIDATED DAMAGES:**

a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and complete equipment at DGH's Noida office so as to commence the services within the maximum period specified in the LOA/ Scope of work.

b) If the CONTRACTOR fails to mobilize and deploy the required manpower/ equipment and/ or fails to commence the operations within the period specified in subclause (a), DGH shall have, without prejudice to any other provisions in the contract including subclause (c) below, the right to terminate the contract.

c) If the contractor is unable to mobilize/ deploy, and commence the job within the period specified in sub clause (a) above, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, DGH may at its discretion, extend the period of mobilization and shall recover from the contractor, a sum ascertained and agreed Liquidated Damages, a sum equivalent to 1/2% of annual contract value, for each week of delay or part thereof, subject to a maximum of 10 %.

d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by DGH on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

2.0 LABOUR LICENCES ETC

The bidder / contractor whose tender is accepted shall have to obtain labour licence from appropriate authority, as applicable for employment of unskilled / skilled manpower for contract services. The contractor shall comply with all labour laws / statutory regulations applicable or which might become applicable to the Government with regards to performance of the work including but not limited to the minimum wages act, contract labour act, payment of bonus act, etc from time to time and take such steps as may be deemed necessary in this regard. In addition, contractor shall provide insurance cover to all his personnel.

3.0 DEPLOYMENT

All personnel/employees/workmen employed by the Service Provider shall be adults with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security search by the Security Staff/Agencies deployed by DGH. The Service Provider shall appoint fully qualified competent and skillful workers in their services, supervisors and employees/workmen at their own cost to ensure that the services rendered by them and the responsibility and obligations undertaken by them are carried out to the satisfaction of the DGH. The Service Provider as an employer of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfill their obligations under this agreement. The employees/workmen employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider shall be free to transfer its employees / workmen in accordance with their needs, provided always that adequate and necessary number of employees / workmen are deployed by the Service Provider for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.

4.0 RECORDS / REGISTERS AND REPORTS:

The Service Provider shall maintain all statutory registers, records, pay sheets etc. and shall be responsible for producing all records for inspection under different statutes by the concerned authorities. The Service Provider shall also comply with all labour laws as enacted by State Governments / Government of India. The Service Provider shall at all times maintain and when required, submit their records, registers of books connected with the execution of the contract for checking to a duly authorized officer of the DGH for inspection so as to determine whether or not the contractor is complying with the terms and conditions of this agreement provisions of the laws that may be applicable. a) All Records / Registers as per contract Labour (Regulation & Abolition) Act, 1970.

5.0 DISCIPLINES AND SAFETY:

The Service Provider shall ensure that the employees/workmen employed by them shall at all times be polite and courteous to all Officers, employees/workmen of the DGH and shall maintain high standard of discipline decency and decorum. Any personnel deployed by the Service Provider, refuses work or creates indiscipline would have to be immediately replaced. DGH reserves the right, to ask the Service Provider to terminate the services of any of the Service Provider's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. Service Provider shall maintain at all times strict discipline and good order among its employees. Service Provider shall observe all Rules and Regulations of Government Agencies having jurisdiction and all the DGH's safety Rules and Regulations as may be prescribed and made known to the Service Provider by the DGH from time to time. The Service Provider shall also provide and comply with all the DGH's Safety. DGH will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Service Provider.

6.0 MANAGEMENT OF CONTRACT:

The contract shall be monitored by HoD (HR & Admn), DGH or his authorized representative. DGH's authorized representative will oversee the day-to-day performance of the Service Provider with reference to the scope of work. He will monitor the performance, qualitatively and quantitatively and will: a) Go through the complaints, if any, daily verify and certify the monthly running bills of the Service Provider as per the terms and conditions set in the contract. b) Suggest penalties for unsatisfactory services by the Service Provider or impose liquidated damage for the loss damage / shortage of DGH material due to non performance or negligence of Service Provider or any of his employees. 7.0 COMPLIANCE OF LAWS: The Service Provider shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules and regulations, and notifications whether from Central or state or local bodies at his cost and risk in respect of staff employed by him and will maintain records as per statutory requirements. If due to any reason whatsoever DGH is made liable for any liabilities, it shall be payable by the Service Provider to DGH and also such liabilities shall be recoverable by DGH from dues payable to the Service Provider and from security deposit of the Service Provider with DGH or by invoking the contract performance bank guarantee. The Service Provider shall pay and meet all expenses, arising out of or as a consequence of various provisions in the aforesaid Acts and statues. The Service Provider shall issue annual statement of PF accounts to the workmen under intimation to DGH. A copy of the annual Statement of PF Accounts needs to be submitted to the DGH within the stipulated time limit as purported in the Act. The Service Provider shall be solely responsible as regards salary / wages, leave with wages, and service conditions and terms extended by the Service Provider to their employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders applicable to the Service Provider and its employees/workmen in general and in particular, laws, enactment rules and regulations and order dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948 and Safety regulations. Regulations relating to employment of female work force, security requirements and such other rules and regulations as may be applicable at hereafter. The Service Provider shall be responsible for settlement of any claims / dues incase, of any of the Service Provider's employee dies or sustain injury or damage or loss either to his person on his property in accordance with the provisions of law. The Service Provider shall have to take necessary and relevant insurance coverage for all their employees / workmen in this regard. The Service Provider shall be responsible for payment of overtime to his workmen incase the workmen works more than the prescribed hours as laid down under the relevant Central / State Rules. It will be obligatory on the part of the Service Provider to deposit monthly wages in the bank account of his workmen and shall submit the proof of payment of previous month salary paid to his personnel e.g copy of Bank Statement duly countersigned by individual workmen alongwith the next monthly bill. The Service Provider must provide one-day rest or weekly "off" to his workers who put in continuous six(6) days work in a week with full wages. The payment against only clear (undisputed) bills/invoices submitted by the Service Provider will be made by DGH. The bills/invoices along with required documents should be submitted on monthly basis by the Service Provider. Tax liability if any, will be recovered as per rule from the Service Provider's claim/bill. The Service Provider shall bear all professions and corporate taxes / levies, levied under the contract. The DGH will deduct income tax at source as per Income Tax Act and Rules from the payment due to the Service Provider and will pay to the Income- tax authorities directly. TDS Certificate will be issued to the Service Provider. All the prices will remain firm during the entire contract period. No escalations during the tenure of the contract will be entertained.

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

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

B. REJECTION CRITERIA

B.1 Technical rejection criteria

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

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

2.0 Eligibility and experience of the bidder:-

2.1 The bidder must confirm, he is registered/licensed under all relevant statutory Acts including but not limited to:

- (i) EPF & Misc Provisions Act 1952
- (ii) Employees State Insurance Act, 1948
- (iii) Contract Labour (Regulation & Abolition) Act, 1970

A copy of the Provident Fund registration certificate, EPF code and ESI registration, Contract Labour License (for any contract executed during last 7 years, ending last day of the month previous to the one in which bids are invited) etc. must be enclosed with the techno-commercial (un-priced) bid.

2.2

a) The bidder should have experience of providing similar services to PSUs / Central Govt./ State Govt. Organizations or in any reputed private organization during the last 7 (seven) years , ending last day of the month previous to the one in which bids are invited , of value either of the following:

- i) One Similar Service provided costing not less than Rs. 87 Lakhs per annum.

OR

- ii) Two Similar services provided each costing not less than Rs. 66 Lakhs per annum.

OR

- iii) Three Similar services provided each costing not less than Rs. 43 Lakhs per annum.

SIMILAR WORK/SERVICE: Similar work/service means providing House Keeping Services. The vendor must provide certificates/documents pertaining to housekeeping services. In case, the vendor provides contract/order documents pertaining to Facility Management services, the housekeeping component of the contract/order will be used for checking eligibility. It is the responsibility of the bidder to provide relevant documents that firmly establish his/her eligibility as per the conditions of this tender document.

b) Bidder must have provided at least one similar service , within the last seven years (ending last day of the month previous to the one in which bids are invited), for office / Institutional / Hotel building having 1 Lac sq. ft. or more area for a period 1 year.

Bidders must furnish documentary evidence of ALL the above mentioned experience criterion by way of providing Completion Certificate showing Gross value of the job/ service, description of job/service and duration of the contract along with the bid otherwise their bid will be rejected

2.3 The average annual financial turnover during the last three financial years ending March 31st, 2019 (2016-17, 2017-18 and 2018-19) should be at least Rs. 66,00,000.00.

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

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

B Audited Balance Sheet and Profit & Loss account

2.4 The bidder must be **ISO 9001 : 2008 or ISO 9001: 2015** certified as on the date of bid opening. Necessary certificate has to be provided. The successful vendor must ensure that the minimum ISO requirement required in the tender document remains valid from the date of bid opening till the currency of the contract.

2.5 The bidder must have an office in Delhi/NCR. (Self Certificate to be enclosed with techno-commercial bid)

B.2 COMMERCIAL REJECTION CRITERIA

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

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

2.0 Acceptance of terms & conditions:

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

3.0 Offers of following kinds will be rejected:

- a)** Offers made without Bid Security/Bid Bond/Bank Guarantee.
- b)** Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".
- c)** Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d)** Offers which do not conform to DGH's price bid format.
- e)** Offers which do not confirm to the contract period indicated in the bid.
- f)** The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straight away rejected.

- g) Offers not accompanied by copy of PAN Card will be rejected.
- h) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- i) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
- j) Non submission of Integrity pact along with the bid, duly signed by the same signatory who signs the bid even after giving an opportunity after opening of techno-commercial bids.

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

C Price Evaluation Criteria

1. Evaluation of bids:: Bids of the techno-commercially acceptable bidders will be evaluated on the basis of "Total amount" quoted in the price format. The commercially lowest (L-1) offer will be considered for award of job. In case of tie, the following mechanism shall be used to break the tie:

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

- a. Total Value of running contracts for similar services as on 31.05.2020: 60% weightage and
- b. Experience of providing similar services as on 31.05.2020 in number of months: 40% weightage. Experience in Last 10 years shall be considered.

Each factor will be marked on relative marking basis.

Following example illustrates ranking method:

Accept able Bids	Experience in No. of months as on 31.05.2020 (Nos)	Relative marking (By assigning 10 highest marks to highest experienced bidder and proportionately giving marks to others)	Weighta ge of 40% (A)	Total value of all running contracts as on 31.05.2020 for providing same kind of services. (Rs. Lakhs)	Relative marking (By assigning 10 highest marks to highest value and proportionately giving marks to others)	Weighta ge of 60% (B)	Total (A+B)	RANK
A	120	10	4	15	10	6	10	1
B	48	4	1.6	12	8	4.8	6.4	2
C	60	5	2	3	2	1.2	3.2	3
D	36	3	1.2	2	1.33	0.798	1.998	4

- 2. If there is any discrepancy/calculation mistake between the unit price and Net amount, unit price will prevail and Net Amount shall be corrected.

D. General:

- 1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

- 2.** The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
- 3.** To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected

Details of Bidder (To be submitted by the bidder on Company's letter head)

Sl. No.	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)		
1.	Name and address of firm/agency with complete contract details			
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)			
3.	Name and Address of the directors proprietor/partners			
4.	Year of formation of the company/ experience as a Labour supplier agency.(Documentary proof to be submitted – certification of incorporation etc.)	Specify Experience (in no of months) as on 31/05/2020_____		
5.	Details of registration.	R. No.	Copy enclosed : Y/N Valid: Y/N	
6.	Total number of employees of the firm		Copy enclosed : Y/N	
7.	Income tax return for the last three financial years (attach copies)	Copy enclosed : Y/N		
8.	Total turnover the agency during last three financial years (attach copies)	Copy enclosed : Y/N		
9.	Details of registration with statutory authorities like EPF and ESIC, etc. (attach copies)	PF Registration No. Valid as on day	Y/N	Copy enclosed : Y/N
		ESI Registration No. Valid as on day	Y/N	Copy enclosed : Y/N
10.	(a)GST number/Certificate	No.		Copy enclosed: Y/N
	(b) PAN Number	No.		Copy enclosed: Y/N
11.	Details of Earnest Money	DD/BG No. _____ Date: _____		
12.	Any other information			

(To be submitted by the bidder on Company's letter head)

A. Details of RUNNING CONTRACTS as on 31.05.2020:

Sl. No.	Name of Client with contract details.	Category/Nature of Workers supplies	Period for which the services are to be supplied	Value of Running Contracts as on 31/05/2020 (fill the next column if nature of job includes different jobs also)	Value of relevant experience (i.e. Housekeeping) if nature to contract has other kind of jobs also.*
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					
11)					
12)					
13)					
14)					
15)					

Copies of relevant documents are to be enclosed in support of above information

B. Details of COMPLETED CONTRACTS as on 31.05.2020

Sl. No.	Name of Client with contract details.	Category/Nature of Workers supplies	Period for which the services were supplied (in months)	Value of the Contract For housekeeping services only	Relevant experience (i.e.House keeping) , in months, if nature of contract has other kind of jobs also.*
1)					
2)					

3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					
11)					
12)					
13)					
14)					
15)					

c. Turnover during the last three years:

Sl. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed/ Not Enclosed
1.			Y/N
2.			Y/N
3.			Y/N

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

The above details are therefore required to be submitted with validated documentary proof. Validated information furnished in the bid for “Total Value of running contracts for similar services in PSUs/ Central Govt./State Govt. Organizations or in any reputed private organization as on 31/05/2020” will be used with weightage of 60% and information regarding “Experience of providing similar services to PSUs/ Central Govt./State Govt. Organizations or in any reputed private organization as on 31/05/2020 in number of months” with weightage of 40% will be used. Each factor will be marked on relative marking basis and will be subjected to weightage and added for combined ranking. (Refer aforesaid example)

These ranks will be made objectively based on the input received from various acceptable bidders and will be done during technical evaluation. Bidders will be conveyed the ranks in the communication prior to Price Bid Opening. The ranking will not be reviewed once the Price Bids have been opened and the pre-disclosed methodology will be binding on all the bidders.

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

- (a) Only documents furnished with the bid will be given cognizance. No subsequent submissions clarifications will be permitted and entertained for reviewing the ranking. Such documents should be devoid of any sort of ambiguity and firmly establish the bidder having completed the contract successfully (In case of running contracts , such documents should clearly establish the bidder having successfully performed the relevant job till 31.05.2020). Thus, the inter se ranking amongst the bidders will be based only upon the submission of such documents by the bidder.
- (b) Bidder should take due care for submitting the relevant documents related to each contract for identifying its value for the relevant same kind of contract experience for the contract duration. The associated documents shall have explicit content written on it for correlating them to submitted contract with sufficient details. IN ABSENCE OF CLARITY, SUCH SUBMISSION WILL NOT BE TREATED FOR CONSIDERATION FOR EVALUATION AND AWARD OF RANKING.
- (c) Services of drivers, Transport Services, Security Services etc. amongst the other non-related activities would not be considered.
- (d) Wherever the unit rate contracts are submitted please ensure submission of details of execution of each line items with quantity and corresponding contract value .Unit rate contracts or any other contracts without identifiable details for value and duration will not be entertained for evaluation .

Signature of Authorised Signatory

SCOPE OF WORK**1. PREMISES:**

DGH office at OI DB at Bhawan, Tower A, Plot No 2 Sector 73, Noida as well as DGH Transit Accommodation B-174, Sec 71, Noida having total tentative area of approx. 95,000sqft, 2,900 sqft. & 2200 Sq. Ft respectively. DGH office at OI DB bhawan has 06 floors (Ground floor to Sixth floor), transit accommodation at Sector-71 has 03 floors (Ground floor to second floor) and 6th Floor of Core-6, Scope complex, Lodhi Road

2. AREAS: The area of the layout consists of the following sections:

- a. Rooms (DGH Office, Transit Accommodation and Scope Office)
- b. Clusters
- c. Passage (DGH Office Transit Accommodation and Scope Office)
- d. Wash rooms (DGH Office, Transit Accommodation and Scope Office)
- e. Conference rooms (both DGH Office and Scope Office)
- f. Lifts and lifts area of each floor
- g. Staircase (DGH Office, Transit Accommodation and Scope Office)
- h. Corridors (DGH Office, Transit Accommodation and Scope Office)
- i. Pantries (DGH Office, Transit Accommodation and Scope Office)
- j. AHU Rooms

3. WORKING HOURS

DGH office timings are from 0900 hrs to 1800 hrs Monday to Friday, the services are required for six days in week as under:

For cleaning the total area of approx. 1,00,000 sq. ft. it is presumed that approximately 32 housekeeping personnel are required. This comprise of 30 Cleaners, which include male and female cleaners to be placed on respective floors of DGH Office at OI DB Bhawan Noida, 01 (one) male cleaner to be placed in DGH transit accommodation at Noida, 01 (one) male cleaner to be placed in DGH Scope complex office, New Delhi and 02 Supervisors (01 male and 01 female) to be placed in DGH Office at OI DB Bhawan Noida.

MONDAY TO FRIDAY	ENGAGEMENT REQUIRED
22 Cleaners (Unskilled)** and 02 Supervisor*	0700 hrs to 1500 hrs
8 unskilled manpower**	1000 hrs to 1800hrs

* 02 Supervisor = 01 male Supervisor + 01 female Supervisor

**All the female cleaner to be placed in the first shift.

SATURDAY	ENGAGEMENT REQUIRED
30 Unskilled Manpower and 02 Supervisor	0900 hrs to 1700 hrs

4. UNIFORM TO CLEANERS & SUPERVISOR

Cleaning & Housekeeping staff shall wear neat & smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo. Supervisors, housekeeping & cleaning staff shall be provided with Name badges & Photo identity cards (free of cost). Preferably the color of Uniform of Supervisor shall be different than the unskilled cleaners.

Cleaning and housekeeping staff shall wear hand gloves or face mask at the DGH site during their shift timings. Contractor should provide reusable hand gloves and (reusable face mask) to the housekeeping staff and his supervisors at site.

The uniform will comprise the following:

Two (02) sets of uniform must be provided annually to the cleaners & supervisors employed by the contractor. Preferably the color of Uniform of Supervisor shall be different than the unskilled cleaners.

Along with uniform, approved face mask (Reusable) and hand gloves (reusable) must be provided on quarterly basis to the cleaners and supervisors employed by the contractor at DGH site

- Each set of uniform must contain 01 (one) cotton shirt & Pant/Salwar suit along with 01 (one) sweater for winter and 01 (one) pair of black shoes.
- 40 nos. of (reusable) face mask and (reusable) hand gloves on quarterly basis approved by WHO

5. SCOPE AND NATURE OF HOUSEKEEPING & MAINTENANCE SERVICES

The Contractor is required to supply necessary housekeeping chemicals, consumable items, equipment, tools etc. of specified/approved make including supplying adequate number of personnel as mentioned and all consumables materials of specified/approved quality to the entire satisfaction of DGH. In addition, inspection of the workforce by supervisors for uniform cleanliness and attendance. The vendor has to compulsorily provide the consumables as per qty. mentioned in the price format. (This qty. may be increased or decreased as per the requirement of DGH of which DGH shall have the sole discretion).

The following are to be performed under Housekeeping services for DGH Office:

- a. Daily Cleaning
 - a. Weekly Cleaning
 - b. Monthly Cleaning
 - c. Quarterly Cleaning
 - d. Daily Disinfect/Re-current Sanitization after interval of two hours

A. SCOPE OF WORK FOR DGH OFFICE, NOIDA:

a. Daily Cleaning:

The following services are to be provided on a daily basis consisting cleaning of the aforesaid Office premises which must be completed daily latest by 0900 hrs. Thorough check of work force by supervisor for uniform, appearance, cleanliness and attendance on daily basis.

- i. **Sweep Clean:** Sweep Clean all floor areas including:
- Damp Moping of Tiles, Vitrified floors, sidewalls and podium entrance areas
 - Floors shall be free of dirt, mud, sand, footprints, liquid spills, unwanted material and other debris.
 - Chairs, trash receptacles and easily movable items shall be moved to clean underneath with special attention
 - During inclement weather, the frequency may be higher than once per day. When completed the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue or any evidence of remaining dirt or standing water.
 - After sweeping all vitrified floors, areas would be machine scrub cleaned Sweep Clean of debris from walkways and hose clean them during appropriate climatic and water use conditions.
 - Special attention will be paid to the cleaning of water Dispensers, water filters & pantries. All furniture in the office area, wall panels, partitions in common/office area will be cleaned every day.
 - Air Fresheners at all the floors, washroom, reception area, conference halls.
- ii. **Vacuuming**
- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed the area shall be free of all litter, lint, loose soil and debris.
 - Any chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and then replaced in the original position with special attention.
- iii. **Washroom cleaning: (To be carried out on hourly basis)**
- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities using suitable non-abrasive cleaners and disinfectants.
 - All surfaces shall be free of grime, soap mud and smudges.
 - Cleaning of mirrors, glass doors, glass windows etc.
 - Replacement of paper towels, toilet paper, and soap dispenser in all bathrooms shall be performed.
 - Supply of liquid soap in all soap dispensers, sanitary cubes, air purifiers, tissue papers, naphthalene balls, etc. in the bathrooms and toilets.
 - There will be no stains on the pots and wash basins and stink
 - Perfumed disinfectant spray will be sprayed daily in all the rooms, cabins and sitting area for staff
 - Harpic/flush clean to be put in the flush tanks
- iv. **Trash removal**
- Emptying all waste paper baskets, ashtrays (if applicable) from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located
 - All waste from waste paper baskets will be collected and deposited at designated site and disposed. Arrangement for disposal of waste/garbage shall be responsibility of the housekeeping contractor
 - Dry & Wet garbage would be segregated and dumped into designated area within the premises
 - Periodic cleaning of internal sewerage lines and keeping sewerage lines functional.
- v. **Glass Surface Cleaning**
- All glass at entrance doors of the premises would be cleaned using damp and dry method.
 - Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned

- Removal of grease marks or fingerprints glass counters and partitions, this cleaning is done using approved all-purpose cleaner and lint free cloth of paper towels.

vi. Cleaning of instruments and wall fittings

- Cleaning of doormats, telephone instruments (including their disinfecting) photos, murals, sculptures, PCs and their accessories, boards and panels, glass/board partitions and windows, address boards, notice boards, mail boxes and light fixtures.
- Cleaning of all accessible glasses.

vii. Damp & Dry Cleaning

- Wipe clean all table tops of workstations, cubicles and other furniture and fixtures
- All pantries will be cleaned with wet & dry vacuum cleaners using disinfectants and detergents by 09.00 a.m. daily.

viii. Disinfect/Sanitization (to be carried out with duly WHO approved chemicals/ disinfectants interval of every two hours)

The following areas may be sanitized with interval of every two hours:

1. Glass surface, 2. instruments, 3. wall fitting surfaces, 4. metallic surfaces or any other frequently touched areas such as door handles 5. Telephone instruments, printers/scanners, table tops, chair handles, chairs, light switches, tea/coffee dispensing machines, water dispensing machines, door handles or any other machine(s) etc.

b. Weekly Cleaning:

Following specific services shall be provided on weekly basis:

i. Deep Cleaning

- Surrounding Common Areas, lights, fans and other electrical fittings etc under the supervision of the electrician.
- Cleaning and polishing of all metal surfaces like name boards, knobs, handles, panels, planters, etc.
- Scrubbing of floors and washroom tiles with cleaning agent and scrubbing machine for cleaning of stains.
- Upholstery, sofa & chair cleaning which should be done through dry cleaning without damaging the colour & fiber of the fabrics.
- Cleaning of Air conditions grills.
- Vacuuming and spot cleaning of all carpet areas.
- Removal of cobwebs & stains from Ceilings, Walls, Partitions etc.
- Toilets and Washroom

ii. Window Glass Cleaning

- Interior & Exterior glass will be cleaned on both sides throughout the office premises.
- Exterior cleaning of the glasses where accessible.
- Dusting windows – silts and Roller blinds.

iii. Effective Sanitizing

- All areas mentioned in point a viii above
- Office Desk paper bins would be cleaned and sanitized.
- All washroom dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste bins from Pantry and cafeteria area would also be thoroughly cleaned and sanitized will disinfectants.
- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.
- Polishing of brass wares.
- AC plant basement II
- Any other things that require attention and weekly cleaning.

iv. Cleaning of Blinds

- Specialized cleaning of Roller blinds at all locations with approved quality of consumables.

c. Monthly Cleaning: Following specific services shall be provided on monthly basis:

i. Curtain Wall Cleaning

- Windows, curtain walls, etc.
- Curtain walls cleaning process shall depend upon accessibility to exterior and interior and SAFETY ACCESSORIES provided by the Facilities/ Housekeeping Company.

ii. Sweep Cleaning

- Sweeping and cleaning of the floor surface area are covered by the furniture etc with vacuum cleaners by shifting and keeping back the same in their original places after cleaning.

iii. Dusting & Wiping

- Dusting & Wiping light fixtures when completed the light fixtures shall be free from dirt, grime, dust and marks.
- Cleaning and dusting of racks by removing files and papers.

iv. Polishing

- Applying metal polished to accessories or door handles, hand railings, lift walls, etc where applicable.

v. Scrubbing

- Scrubbing of all floors areas with scrubbing machines.

d. Quarter Cleaning: Following specific services shall be provided on quarterly basis:

i. Carpet Cleaning:

- Dry&Wet cleaning of carpets on all floors areas/rooms with carpet cleaning machines/equipments and required brushes etc.

B. SCOPE OF WORK AT TRANSIT ACCOMODATION, NOIDA

Daily cleaning and sweeping of all rooms, corridors, passage, kitchen and staircase.

Trash removal emptying all waste baskets, ashtrays (if applicable) from rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.

Dusting of Fixtures.

All sanitization jobs mentioned in point a, b,c & d of point A above.

C. SCOPE OF WORK FOR DGH SCOPE OFFICE, NEW DELHI

- a) Daily cleaning and sweeping of all rooms, Conference hall, corridors, passage, kitchen staircase and washrooms.
- b) Trash removal emptying all waste baskets, ashtrays (if applicable) from rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.
- c) Dusting of Fixtures.
- d) All other cleaning as mentioned in point a, b,c & d of point A above

6. ESTIMATED/INDICATIVE REQUIREMENT:

Manpower, Chemicals & Other Consumables and Major Equipment's are as under. Intending bidders may use this information to work out their quote for:

- (a) **Manpower deployment of Cleaning Personnel:** It is presumed approximately 32 housekeeping personnel out of which 30 Cleaners, which should comprise of male and female cleaners on each floors of DGH office and 01 (one) male cleaner to be placed in DGH transit accommodation, and 02 Supervisors (01 male and 01 female) at DGH office. This is tentative/estimated manpower required for housekeeping services of the designated area at DGH offices and DGH transit accommodation. In the case of increase/ decrease in area, manpower deployment will be increased/decreased proportionally. Contractor has to supply the additional manpower, if required, as per rates mentioned in the price schedule, on advice of HOD (HR & Admin) or his representative.

Sr. No.	Manpower	Type	No. of Personnel
I.	Minimum wages per month(as per Prevailing CLC order)	Semi-Skilled	2
		Unskilled	30
II.	PF/ESI Contribution (PF-12% + ESI 3.75%)	Semi Skilled	2
	PF/ESI Contribution (PF-12% + ESI 3.75%)	Unskilled	30
III.	Bonus payment shall be made as per the Gazette Notification Bonus Component	Semi Skilled	2

	per month per person. As per Gazetted Notification dated 03.04.2018 (Copy attached)	Unskilled	30
IV.	Uniform Charges alongwith approved hand gloves and face mask per month per person @ 5% of Minimum Wages	Semi Skilled	2
		Unskilled	30

- (b) **Estimated monthly requirements of consumables (Chemicals/Materials):** The consumables to be provided by the contractor are given below. All the cleaning agents used shall be biodegradable and environmental friendly so that it does not cause any harm to the employees, workers and object for which it is used. Further the list is only indicative and not exhaustive.

S.No.	Description of Items	Unit of Item	Proposed Qty. (per month/**half yearly)
1	Naphthalene Balls Make: Trishul/ Gandha	200 gms per pkt	12
2	Toilet Fresher Make : Harpic/Odonil	75 gms per pkt	90
3	Sanitary Cube (12 Pieces per pkt) Make: Metropol	300gm per pkt	16
4	Hand Wash Make: Fame/Dabur	can of 5ltr	10
5	Insect repellent Black Make: HIT	400ml per bottle	12
6	Toilet Roll Make: Mist/Perseo	Roll	470
7	Garbage Bag Big Size (32 x 42) Make: Ezee	KG	5
8	Garbage Bag Small Size (20 x 24) Make: Ezee	KG	12
9	M-Fold Napkin Make: Good quality	Pack of 125 +10 leafs	700
10	Glass cleaning applicator (size standard)	Nos.	3
11	Micro fiber duster Make: Softspun	Nos.	6
12	Spray Bottle Make: Hug Me	300ml per bottle	15
13	Taski 4269390 Terranova floor care Make" Diversey	can of 5 ltr	2

14	Taski R1 (cleaning and sanitizing of bathroom / toilet surface Make: Diversey	can of 5 ltr	3
15	Taski R-2 (all purpose cleaner) Make: Diversey	can of 5 ltr	3
16	Taski R-3 (glass cleaner) Make: Diversey	can of 5 ltr	4
17	Taski R-4 chemical (furniture cleaning) Make: Diversey	can of 5 ltr	2
18	Taski R-5 chemical (room freshener) Make: Diversey	can of 5 ltr	2
19	Taski R-6 (Toilet bowl cleaner) Make: Diversey	can of 5 ltr	8
20	Taski R-9 chemical (Removal of hard stains from Bathroom walls and fittings) Make: Diversey	can of 5 ltr	2
21	Taski TR 101-Sofa shampoo Make: Diversey	can of 5 ltr	2
22	Taski TR 103- Carpet detergent Make: Diversey	can of 5 ltr	2
23	Sumo Inox D-7.1 (stainless steel polish) Make: Diversey	can of 5 ltr	2
24	Colin Spray Make: Colin	500 ml bottle	15
25	Lizol floor cleaner	can of 5 ltr	5
26	Room Freshener Make: Godrej	250 bottle	12
27	Hand liquid Soap Make: Dettol	200 ml bottle	30
28	Bleaching Powder Make: Good Quality	1 kg pkt.	5
29	Urinal Screen Make: NACS / FINX	Nos.	100
30	Squeegees/Glass Cleaning Wiper Make: GALA/Scotch-Brite	Nos.	8
31	(combi) Window cleaning applicator (wet)	Nos.	2
32	Floor Dry mop Blue/ Dust Control Make: Gala/Scotch-Brite	Nos.	3
33	Floor wiper Make: Gala/Scotch-Brite	Nos.	3
34	Sponge Pads Make: Gala/Scotch-Brite	Nos.	7

35	Spin Floor Mop (wet) Make: Gala/Scotch-Brite	Nos.	2
36	Dust Pan Make: Gala/Scotch-Brite	Nos.	8
37	Dust Brush (Small) Make: Gala/Scotch-Brite	Nos.	2
38	Nylon Broom Stick/Soft Broom Make: Gala/Scotch-Brite	Nos.	2
39	Feather Duster Make: Gala/Scotch-Brite	Nos.	6
40	Yellow Dusting Cloth (Per Piece size 26 x 26) Make: Good Quality	Nos.	24
41	White Dusting Cloth (Per Piece size 26 x 26)	Nos.	24
42	Floor Moping Cloth (Large 30 x 30) Make: Good Quality	Nos.	36
43	Small Bucket (Unbreakable) Make: Princeware/Cello/Nayasa	Nos.	1
44	Cobweb Brush Make: Good Quality	Nos.	2
45	Toilet Brush Make: Good Quality	Nos.	2
46	Hand Brush Make: Good Quality	Nos.	2
47	Hand Gloves (pair) Make: Good quality	Pair	15
48	Ceramic Aroma Set (Electric) without refill Make: kayara, Airvision, Ethnic ** Half yearly	Nos.	8.5
49	Ceramic Aroma Refilling Lamp Oil Bottle	1 kg bottle	3
50	Automatic Room Freshener Dispenser Make: Accord/Airwick/Godrej/Airance ** Half yearly	Nos.	5.83
51	Refilling Micro Burst Spray Bottle (3000 Spray) Make: Accord/Airwick/Godrej/Airance	110 ml per Bottle	32
52	Pressure Pump/Push Pump	Nos.	3
53	Virex -II 256 (Taski)	can of 5 ltr	2
54	Avarice Sodium hypochlorite	can of 5 ltr	3

55	Hand Sanitizer Alcohol based Hand sanitizer (in liquid form) in plastic can of 05 LTR. each, containing Isopropyl Alcohol (IPA) 60 -95% w/w (1 Can x 5) AYOUTHVEDA	can of 5 ltr	14
56	Spray gun	Nos	15
57	PPE Kit (MAKE-INDOSATI MODEL NO.-006)	Nos	5
58	Face Mask - Best quality Filtering Half Mask-Air Pollution Mask	Nos	100

- (c) **MAJOR EQUIPMENTS:** Major equipment's with accessories, materials, apparatus & equipment's are to be provided and used for housekeeping services by the contractor according to their uses. These equipment's must be available round the clock (24 x 7) at DGH office during currency of contract. Contractor has to quote the monthly rental of these major equipment in the price format/schedule. Followings are the list of major equipment's but not limited to:

Sr. No.	Description of Equipment	Requirement
1	Dry & Wet Vacuum cleaner	2 nos.
2	Automatic scrubbing machine (Single Disc)	2 nos.
3	Carpet Cleaner with all tools and attachment like soft brush, pad etc.	2 nos.
4	Janitor Carts Trolley	2 nos.
5	Single mop wringer trolley	8 nos.
6	Telescopic road squeegees wiper (6Mtr)	2 nos.
7	Step ladder Made of Aluminium/ Powder coated steel, Height: 12'	1 no.
8	Step ladder Made of Aluminium/ Powder coated steel, Height: 8'	1 no.
9.	Big size dustbins with trolly/ wheels	16 no.
10	Back Pack Sprayer (Manual)	5 no.
11	Battery Sprayer Back Pack Machine Electronic	2 no.

Storage space for keeping the above said equipment will be provided by DGH. Contractor has to ensure that all machines which is deployed should be in good and healthy conditions during execution of contract.

Any other machines/equipments which are not mentioned above and are required for successful cleaning/housekeeping job at DGH office DGH transit accommodation and DGH Scope office or any other place DGH desire so, have to be arranged by the contractor without any extra cost.

7. FREQUENCY OF SERVICES

The contractor shall carry out the above services at least at the frequency as detailed below. The frequency may increase depending on need to ensure that the Office complex is well maintained all the time. The contractor will carry out work at suitable timing to ensure that officials at work not disturbed.

HOUSEKEEPING SERVICES FREQUENCY		
A	Sweep Clean	Once a day
B	Vacuuming	Once a day
C	Washroom Cleaning	Once in an hour
D	Trash removal	Once a day
E	Glass Surface Cleaning	Once a day
F	Cleaning of instruments and wall fittings	Whenever required
G	Spot Carpet Cleaning	Once a day
H	Damp & Dry Cleaning	Weekly
I	Deep Cleaning	Weekly
J	Sanitizing/Disinfect	At every 2 hour interval on daily basis
K	Curtain Wall Cleaning	Monthly
L	Dusting & Wiping	Monthly
M	Special Cleaning	As and when required and as determined by DGH/HoD Administration
N	Pantry	All working days including Saturdays
O	Carpet Cleaning	Quarterly (Preferably on Saturdays)
P	Extensive sanitisation	Weekly

The contractor needs to display the daily assignment sheet of the attendant in each and every washroom room and also for the recurrent, weekly sanitisation.

8. PAYMENT OF WAGES

- a. The contractor shall be solely responsible in regard to salary/ wages and all other dues, which may be due and payable to his employees as per various labour laws as amended from time to time and for service condition in respect of workers employed by him. The wages paid by the contractor to his employees shall be fair and in no case be less than the wages prescribed by the Central government under Minimum Wages Act, 1948 for the scheduled industry.

- b. In addition, the contractor shall provide all statutory benefits such as PF, ESI, Bonus etc as may be applicable from time to time under provisions of relevant labour laws to his employees engaged under the contract.
- c. Notwithstanding anything contained in clause 6.0 (a) & (b) in the event of introduction of any new legislation or amendment in any Act or Law, Rules or Regulations or Order of Government of India or State Government(s) or Statutory Authority which become 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 payment of minimum wages, PF,ESI & Bonus , documentary proof shall be provided to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or amendment or order as mentioned above under the clause.
- d. In case DGH receives any representation or demand for payment of any amount to any of the Contractor's employees at any time towards wages and other dues/facilities from any source including any Governmental agency, due to failure of the contractor to pay the same, amount from the amounts due to the contractor and pay the same to the claimant. The decision of the DGH in this regard shall be final and binding on the contractor.

9. COMPLIANCE TO SAFETY REGULATIONS:

- i) The Contractor at his cost, shall ensure that all employees/contract labour deployed/engaged by him are provided required personal protection equipment/safety kit/and wear/use the same while on work. The Contractor shall also insure his employees/contract labour against injuries/accidents that may arise during performance of the job undertaken by the Contractor.
- ii) The employees of the Contractor shall be liable to search by the security staff of DGH. The contractor's employees shall strictly observe the rules and regulations of the DGH relating to security, safety etc.

10. REDUCTION, PENALTIES/ RECOVERIES IN PAYMENT TO CONTRACTOR DUE TO DEFICIENCY IN SERVICES OR NON-COMPLIANCE OF CONTRACTUAL PROVISIONS:

DGH authorized representative may reduce the monthly payment due to deficiency in services envisaged in the contract. The decision of DGH authorized representative will be final and binding, as regards to the determination of fact of "deficiency in services" and the consequences thereof under this clause. The reduction in charges as under shall be in addition to deduction for non-performance of the indented service.

Sr. No.	Description	Amount in ₹
I.	Staff not working with proper and clean uniforms per day per Staff Person	Rs. 500/-
II.	Unsatisfactory and substandard House Keeping	Rs. 2500/ Floor/ Day
III.	Non-Availability of Minimum Required Personnel	Rs.(As per prevailing minimum wages on date of absence for unskilled labour per day.

IV.	Non-Availability/Defective of Minimum Required Major Equipments	Rs. 1500/ Day
V.	Non-Availability of required Consumables	Will be purchased by DGH from local market and cost recovery will be made from contractor's bills. If such incident occurs more than Two times in a month, an penalty of ½% per day (actual days on which the material was not available) of the total cost of consumables will be recovered from his monthly bill.
VI.	Non-compliance of any other contractual conditions	1000/-

VII. If the Service Provider fails to disburse wages to his workmen by the prescribed date as notified, a penalty of Rs.2,000/-(Rupees Two Thousand only) for each day of such delay shall be levied and will be deducted from the dues payable to the Service Provider. This is without prejudice to any other option available before DGH under any of the terms and conditions of this agreement, as well as the provisions of the Contract Labor (R&A) Act, 1970.

VIII. In case of repeated complaints of unsatisfactory performance of contract, the entire security deposit may be forfeited by the DGH. In addition the DGH shall have the option to terminate this CONTRACT

11. RETURN OF DGH MATERIAL, EQUIPMENTS IN POSSESSION OF THE CONTRACTOR:

At the time of termination/expiry of the contract, the contractor shall handover DGH's properties provided to the contractor in its original condition and shall be liable to compensate for any loss or damage caused to DGH's property excepting those caused due to normal wear & tear. Incase contractor fails to compensate loss or damage , the cost thereof as fixed/assessed by the competent Purchase Authority or its Authorized representative, shall be recovered from the Security Deposit/Bank Guarantee/Bills of the contractor.

However, the empty plastic cans of chemical shall be removed from the work place after prior notice and approval of the company representative.

12. PAYMENT TERMS:

- The DGH shall make the payment to the contractor on monthly basis for providing satisfactory services from the commencement date. The contractor shall obtain certificate of satisfactory performance from the DGH's designated/authorized Administrator of the premises.
- No advance payment shall be made to the contractor/licensee Payment for the above services shall be made as per scope of work and agreed schedule of rates. The rate payable shall be firm during the entire period of contract.
- The contractor shall submit the following documents along with the 1st Bill:

- i) Copy of Valid Labour License under CLRA Act 1970.
 - ii) Copies of Appointment/deployment letters/Employment Cards of all the Cleaners and Supervisor.
 - iii) The contractor will submit the duly notarized copy of the Group Insurance Policy/workmen compensation policy indicating the list of his employees for whom he has taken the insurance cover.
 - iv) The contractor shall furnish the GST Number.
 - v) If the documents, mentioned in clauses above, are not submitted prior to start of the work, such documents should be attached with the first invoice along with other documents. The invoices shall not be passed for payment by the Principal Employer and the Associated Finance till receipt of both the group of documents.
 - vi) The Contractor shall furnish the list of workers to be supplied by him with their individual Bank account details.
- d. The contractor shall submit the following documents along with every monthly bills:
- i) Monthly attendance sheet as per Muster Roll.
 - ii) The Contractor shall submit the proof of payment e.g (copy of Bank Statement), of previous month salary paid to his personnel along with the next monthly bill duly countersigned by individual workmen.
 - iii) Having deposited the contributions of PF and ESI (if applicable) with the concerned authorities for the month along with the list of his contractual workers and amount of PF/ESI paid against each individual. The proforma "PFD", as per Appendix- to Annexure..... duly filled in is also being attached]
 - iv) Receipt of EPF payment, Challan with Copy of PF-ECR stamped by the designated Bank along with a print of the digitally signed PDF data sheet of the ECR as a proof of deposit of PF to PF authorities.
 - v) Monthly Challan of ESI Contribution of all staffs deployed in DGH.
 - vi) Detail of the Machines, Chemicals and Consumables used every month which includes brand, quantity and rate.

Monthly Payment will comprise of :		
1	Minimum Wages	
2	Employer Contribution towards PF/ESI etc.	
3	Bonus Component	
4	Uniform Charges	
5	Quoted Service charges (minimum 5%) on Manpower Component (from 1 to 4)	
6	Payment towards Materials, equipment/machine. Consumables and Chemicals	
7	Service charges on quality and quantity of material, consumables and chemicals , if any	
8	Machine Rent	
9	Service charges on Machine Rent , if any	

- e. Release of the final bill and security deposit:

The contractor shall submit the documentary proof of following for settlement of final bill and release of security deposit.

- i. Having paid due wages to all his employees engaged on the job for the whole period of contract
- ii. Having deposited the contributions of PF with the concerned authorities for the whole period of contract and issued individual PF statements for the preceding financial year-end.
- iii. Having deposited the contributions of ESI with the concerned authorities for the whole period of contract (Form 5 duly filled in and acknowledged by the office of concerned ESIC is submitted.
- iv. Copy of the letter of advance intimation issued to the employees engaged under the contract regarding termination of their services on account of expiry of the contract.
- v. Certificate from the DGH Administrator that the contractor has paid all dues to the workers as per contractual obligation.
- vi. Indemnity Bond on non-judicial stamp paper of appropriate value, indemnifying DGH against any dues that may accrue to his employees.

13. CONTRACT PERIOD

The contract shall be for 2 (two) years initially with a provision for 01 (One) year extension of the contract on same Rate, Terms & Conditions. DGH reserves the right to rescind the contract agreement at any time by giving one month notice if the services of the contractor are not found to be satisfactory.

14. GENERAL TERMS & CONDITIONS

i) The bidder / contractor whose tender is accepted shall have to obtain labour license from appropriate authority, as applicable for employment of unskilled / skilled/semi-skilled manpower for contract services. The contractor shall comply with all labour laws / statutory regulations applicable or which might become applicable to the Government with regards to performance of the work including but not limited to the minimum wages act, contract labour act, payment of bonus act, etc from time to time and take such steps as may be deemed necessary in this regards. In addition, contractor shall provide insurance cover to all his personnel.

ii) Insurance cover for workers employed.

iii) Photocopies of ESI cards valid for ESI dispensaries in respect of workers employed.

15. DGH reserves the right, during the currency of contract, to review quantity and quality of consumables and rental equipments. DGH also reserves the right to ensure desired level of performance beyond the defined level in tender documents/contract documents by seeking better quality of inputs in these two categories.

16. DGH also reserves the right to check the details of payment made by the vendor to the deployed personnel to ensure that the stipulated amount is being paid to contractor's personnel.

17. **Site Visit by Bidders:** In their own interest, BIDDERS are advised to visit the site (DGH office DGH transit accommodation & DGH Scope Office) to acquaint themselves with the site conditions, assess requirement of housekeeping service prior to submission of BIDS.

18. TENTATIVE DATE FOR COMMENCEMENT OF CONTRACT: 01.08.2020

SUB: PARTICULARS OF PF CONTRIBUTION FOR THE MONTH OF....

(1) Name of the Firm/ Agency/ Contractor _____
 Nature of Contract: _____

<p>(2) Postal address of the Contractor _____</p> <p>(3) Phone No. of the Contractor _____ —</p> <p>(4) Fax No. of the Contractor _____ —</p> <p>(5) Address of PF office from where EPF Code No. has been allotted: _____</p> <p>(6) EPF Code No. allotted by PF office _____</p> <p>(7) Address of ESIC office from where ESI Code No. has been allotted: _____</p> <p>(8) ESI Code No. allotted by ESIC Office _____</p> <p>(9) Period of Contract : From _____ to _____</p> <p>(a) Extension period of contract, if any From _____ to _____</p> <p>(b) Place where contract workmen are working _____</p> <p>(10) Labour Licence No. _____ dtd. _____ _____</p> <p>(11) Validity period of Labour Licence From _____ To _____</p> <p>(12) Details of Deposition of contribution towards EPF _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Category</th> <th style="width: 20%;">No. of Workers</th> <th style="width: 30%;">Prevailing Min. wages</th> </tr> </thead> <tbody> <tr> <td>Unskilled</td> <td></td> <td></td> </tr> <tr> <td>Semi-skilled</td> <td></td> <td></td> </tr> <tr> <td>Skilled</td> <td></td> <td></td> </tr> <tr> <td>Highly skilled</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> </tbody> </table>	Category	No. of Workers	Prevailing Min. wages	Unskilled			Semi-skilled			Skilled			Highly skilled			Total					
Category	No. of Workers	Prevailing Min. wages																				
Unskilled																						
Semi-skilled																						
Skilled																						
Highly skilled																						
Total																						

(a) EPF Challan No. _____
Amount _____ Date _____

(13) Details of Deposition of contribution
towards ESI

(a) ESI Challan No.
_____ Amount
_____ Date _____

(14) Details of contract labour engaged by
the contractor

CERTIFIED THAT

Sl. No.	Full Name of the Contractual Workmen	Sub EPF Code No. of the Contractual Workman	No. of days present during the month	Amount paid		Total Amount paid	Employees PF Contribution @ 12%	Employers PF Contribution @ 3.67%	Employers EPS Contribution @ 8.33 %	Total Contribution deposited (Col No.8 + Col.9 + Col.10)	Employee's ESI contribution @ 1.75 %	Employer's ESI contribution @ 4.75 %	Total Contribution deposited (Col No. 12 + Col no. 13)
				Mini Wage	Plus any other pay								
1	2	3	4	5	6	7	8	9	10	11	12	13	14

- a) I have paid the notified minimum wages to my contractual workers as per the agreement.
- b) The above information is correct to the best of my knowledge.
- c) In case any discrepancies or irregularities is /are noticed in this agreement, then DGH is free to inform the PF/ESIC Authorities.
- d) Within one month on completion/expiry of the contract, I shall fill up the prescribed Forms for withdrawal or transfer of PF/Pension Account in favour of my contractual workmen under control and intimate to Principal Employer.
- e) Before the completion of contract, I shall serve one month notice to all my contractual workers, informing that their services will be terminated.
- f) Within one month on completion/expiry of the contract, I shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all my contractual workmen, failing which my Bank Guarantee/ Security Deposit may be withheld by DGH.

Date:

Place:

Signature & Seal of the Contractor

Bidders are requested to read the following instructions before quoting for the deliverables:

INSTRUCTIONS:

1. Minimum wages and other stipulated payments have been mentioned in the price format/schedule. The vendor has to put the same amount in the biddable column. Vendor has to indicate the service charge (in percentage and the minimum permissible quotable service charge is **05.00%**) on actual Manpower deployment. This service charge will include the monthly rental and monthly maintenance charge, insurance, if any, of major equipments listed in Scope of work for housekeeping service.
2. Minimum cost of consumables (Material/chemical) has been fixed and identified as as ₹ 142,691/- after conducting a market survey by DGH. Vendors are required to quote all the consumable items with minimum total monthly cost of ₹ 142,691/-.
3. Vendor must quote the GST rate in the respective row/column.
4. The quantities mentioned in the price format/price schedule/BOM/BOQ above are indicative/estimated and for evaluation purpose only. However, payment will be made on actual basis only.
5. Quoted rate is inclusive of all applicable taxes/GST. 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. The rates shall remain valid for two years i.e. the duration of the contract.
6. Actual manpower deployed and actual consumables supplied will be considered for making the payment.
7. If the rates quoted by any vendor appear unreasonable/ unsustainable when compared to the market standards /other factors, DGH shall have the right to cancel the bid and forfeit the Earnest Money Deposit of the vendor.
8. Price format/Schedule will cover the complete scope of work/technical specification and bind all the terms & conditions mentioned at Annexure-IV.
9. Bidder should strictly follow the price format. Bid containing price quoted in any other format will be rejected outrightly.
10. Bidder must quote strictly for all the line items in price format.
11. Total cost should be inclusive of applicable taxes/GST and packing & freight and delivery charges to door delivery at DGH.

PRICE SCHEDULE							
Sl. No.	Item Description	Quantity	Units/ Type	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	Manpower						
2	Minimum wages per month(as per Prevailing CLC order)	2	Semi Skilled	17316.00			
3	Minimum wages per month(as per Prevailing CLC order)	30	Unskilled	15678.00			
4	PF/ESI @ 17.91% [=12%+0.5%+0.65%+0.01% (EPF + EDLI of Contribution and Administration) + 4.75% (ESI)]	2	Semi Skilled	2813.85			
5	PF/ESI @ 17.91% [=12%+0.5%+0.65%+0.01% (EPF + EDLI of Contribution and Administration) + 4.75% (ESI)]	30	Unskilled	2547.67			
6	Bonus Component per month per person As Per Gazetted Notification dated 03.04.2018	2	Semi Skilled	1442.42			
7	Bonus Component per month per person As Per Gazetted Notification dated 03.04.2018	30	Unskilled	1305.98			
8	Uniform Charges per month per person @ 5% of Minimum Wages	2	Semi Skilled	865.80			
9	Uniform Charges per month per person @ 5% of Minimum Wages	30	Unskilled	783.90			

10	Total per Month	1.000	nos				
11	Monthly Service Charge (on actual Manpower deployment) include 'major equipments' monthly rent along with it's monthly maintenance charges) NOTE: Quote percentage which must be greater than or equal to 5%, if vendor doesn't quote any %, it will be treated as 5%)	1.000	nos				
12	Monthly Payment	1.000	nos				
13	Net Annual Cost towards Manpower and maintenance of 'Major Equipments' etc.	1.000	nos				
14	Input GST rate to get the Total inclusive of GST	1.000	nos				
15	Consumable Chemicals/Materials (Sl. No. 16 to 73) Requirement-Monthly, Enter Basic Rates per unit						
16	Naphthalene Balls Make: Trishul/Gandha	12	200 gms per pkt				
17	Toilet Fresher Make : Harpic/Odonil	90	75 gms per pkt				
18	Sanitary Cube (12 Pieces per pkt) Make: Metropol	16	300gm per pkt				
19	Hand Wash Make: Fame/Dabur	10	can of 5ltr				
20	Insect repellent Black Make: HIT	12	400ml per bottle				

21	Toile Roll Make: Mist/Perseo	470	roll				
22	Garbage Bag Big Size (32 x 42) Make: Ezee	5	KG				
23	Garbage Bag Small Size (20 x 24) Make: Ezee	12	KG				
24	M-Fold Napkin Make: Good quality	700	Pack of 125 +10 leafs				
25	Glass cleaning applicator (size standard)	3	Nos.				
26	Micro fiber duster Make: Softspun	6	Nos.				
27	Spray Bottle Make: Hug Me	15	300ml per bottle				
28	Taski 4269390 Terranova floor care Make" Diversey	2	can of 5 ltr				
29	Taski R1 (cleaning and sanitizing of bathroom / toilet surface Make: Diversey	3	can of 5 ltr				
30	Taski R-2 (all purpose cleaner) Make: Diversey	3	can of 5 ltr				
31	Taski R-3 (glass cleaner) Make: Diversey	4	can of 5 ltr				
32	Taski R-4 chemical (furniture cleaning) Make: Diversey	2	can of 5 ltr				
33	Taski R-5 chemical (room freshener) Make: Diversey	2	can of 5 ltr				
34	Taski R-6 (Toilet bowl cleaner) Make: Diversey	8	can of 5 ltr				

35	Taski R-9 chemical (Removal of hard stains from Bathroom walls and fittings) Make: Diversey	2	can of 5 ltr				
36	Taski TR 101-Sofa shampoo Make: Diversey	2	can of 5 ltr				
37	Taski TR 103- Carpet detergent Make: Diversey	2	can of 5 ltr				
38	Sumo Inox D-7.1 (stainless steel polish) Make: Diversey	2	can of 5 ltr				
39	Colin Spray Make: Colin	15	500 ml bottle				
40	Lizol floor cleaner	5	can of 5 ltr				
41	Room Freshener Make: Godrej	12	250 bottle				
42	Hand liquid Soap Make: Dettol	30	200 ml bottle				
43	Bleaching Powder Make: Good Quality	5	1 kg pkt.				
44	Urinal Screen Make: NACS / FINX	100	Nos.				

45	Squeegees/Glass Cleaning Wiper Make: GALA/Scotch-Brite	8	Nos.				
46	(combi) Window cleaning applicator (wet)	2	Nos.				
47	Floor Dry mop Blue/ Dust Control Make: Gala/Scotch-Brite	3	Nos.				
48	Floor wiper Make: Gala/Scotch-Brite	3	Nos.				
49	Sponge Pads Make: Gala/Scotch-Brite	7	Nos.				
50	Spin Floor Mop (wet) Make: Gala/Scotch-Brite	2	Nos.				
51	Dust Pan Make: Gala/Scotch-Brite	8	Nos.				
52	Dust Brush (Small) Make: Gala/Scotch-Brite	2	Nos.				
53	Nylon Broom Stick/Soft Broom Make: Gala/Scotch-Brite	2	Nos.				
54	Feather Duster Make: Gala/Scotch-Brite	6	Nos.				

55	Yellow Dusting Cloth (Per Piece size 26 x 26) Make: Good Quality	24	Nos.				
56	White Dusting Cloth (Per Piece size 26 x 26)	24	Nos.				
57	Floor Moping Cloth (Large 30 x 30) Make: Good Quality	36	Nos.				
58	Small Bucket (Unbreakable) Make: Princeware/Cello/Nayasa	1	Nos.				
59	Cobweb Brush Make: Good Quality	2	Nos.				
60	Toilet Brush Make: Good Quality	2	Nos.				
61	Hand Brush Make: Good Quality	2	Nos.				
62	Hand Gloves (pair) Make: Good quality	15	Pair				
63	Ceramic Aroma Set (Electric) without refill Make: kayara, Airvision, Ethnic	8	Nos.				
64	Ceramic Aroma Refilling Lamp Oil Bottle	3	1 kg bottle				

65	Automatic Room Freshener Dispenser Make: Accord/Airwick/Godrej/Airance	6	Nos.				
66	Refilling Micro Burst Spray Bottle (3000 Spray) Make: Accord/Airwick/Godrej/Airance	32	110 ml per Bottle				
67	Pressure Pump/Push Pump	3	Nos.				
68	Virex -II 256 (Taski)	2	can of 5 ltr				
69	Avarice Sodium hypochlorite	3	can of 5 ltr				
70	Hand Sanitizer Alcohol based Hand sanitizer (in liquid form) in plastic can of 05 LTR. each, containing Isopropyl Alcohol (IPA) 60 -95% w/w (1 Can x 5) AYOUTHODEDA	14	can of 5 ltr				
71	Spray gun	15	Nos				
72	PPE Kit (MAKE-INDOSATI MODEL NO.-006)	5	Nos				
73	Face Mask - Best quality Filtering Half Mask-Air Pollution Mask	100	Nos				
74	Monthly Charges ** Please ensure the total amount should be greater than or equal to 142691 for total Sr. No 16 to Sr.no 73 Note: If the vendor Quotes an amount for items no sr. no 16 to sr. no73 ,such that their sum in sr. no 74 is less than 142691/-, his /her bid will be rejected and EMD may be forfeited	1.000	Nos				

75	The total of all consumable items in above row should be more than ₹142691/- per month. If not please rectify the entries to arrive for a total of ₹142691/- or more. If this total is less than ₹142691/- the bid will be rejected and EMD may be forfeited.	3	Nos				
76	Input GST rate to get the Total inclusive of GST	1.000	Nos				
77	Net Amount towards Supply of Estimated Monthly Consumables	1.000	Nos				
78	Annual Material, Chemicals and Consumables Cost (Sr.no.77 X 12)	1.000	Nos				
79	ANNUAL COST [Sr. No 14+ Sr no78]	1.000	Nos				
Total in Figures							
Quoted Rate in Words							

Notes:

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

Signature of Bidder

E-tendering Instructions to Bidders

General:

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

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

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

2. Broad outline of activities from Bidders prospective:

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

3. Digital Certificates:

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

4. Registration:

To use the Central Public Procurement Portal (<http://www.eprocure.gov.in>), bidder needs to register on the portal. The bidder should visit the home-page of the portal (www.eprocure.gov.in) 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, OADB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).
- (II) Power of Attorney (in Original) for authorized signatory of bid.
- (III) Any other document, if specified, in the tender.

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

Note:

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

7. Other Instructions:

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

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

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

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

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

6. Sanctions for Violations

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Fall Clause

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

8. Independent Monitor/s

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

E-Mail: sivaprasadrao1950@gmail.com

(Communications can also be concurrently addressed to)

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

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

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

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

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

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

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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