



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

**(E-Tender Notice)**

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

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for “**Supply of Electrical Items for 1 Year at DGH Noida**”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH’s website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid 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 would be accepted.

E-Tender No.	Description of Item
MM-11013(17)2021-DGH /ENQ/204	<b>Supply of Electrical Items for 1 Year at DGH Noida</b>

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

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DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

**E-TENDER NO.:** MM-11013(17)2021-DGH/ENQ/204

TENDER DOCUMENT

FOR

**Supply of Electrical Items for 1 Year at DGH Noida**

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

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

**FORWARDING LETTER**

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: E-Tender for “Supply of Electrical Items for 1 Year at DGH Noida.”**

Dear Sir,

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

1	E-Tender No.	MM-11013(17)2021-DGH/ENQ/204
2	Brief Description of the Services / Scope of Supply	Supply of Electrical Items for 1 Year at DGH Noida
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	<b>02/07/2021 at 14-00 hrs.(IST)</b>
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: 1100 Hrs. (IST) on the <b>next working day of Bid Closing date</b> and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	<b>NIL</b> (However, bidder need to submit Bid Security Declaration)
9	Performance Guarantee to be submitted only by the Successful Bidder	<b>3%</b> of the Annual Contract value to be submitted within 10 days of submitting the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a <b>period extending to 2 months beyond the expiry of the tenure of the contract.</b>
10	Eligibility Criteria	As per Annexure-III of Tender document.

**2.0** Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid 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).
- 7.0** List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-8 of Annexure-I of Bid document.
- 8.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 9.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 10.0** 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.
- 11.0** Other details and terms/conditions are as per the following **Annexure I-VI**.

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

Thanking you,

HoD-MM  
For Directorate General of Hydrocarbons

**Encl: As above**

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

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

**2.0 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 Security Declaration
- Appendix 6 : Bank Guarantee for Performance Security
- Appendix 7 : Undertaking / Declaration
- Appendix 8 : List of documents to be uploaded/submitted along with techno-commercial bid

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

**ANNEXURE-III: Bid Rejection Criteria**

**ANNEXURE-IV : Scope of supply**

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

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

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

**5.0 CLARIFICATION ON BID DOCUMENT**

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than **5 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

## **6.0 AMENDMENT OF BID DOCUMENT**

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

**6.2** The Addendum will be hoisted on DGH's website and GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid website still 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. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- b. Bid document (**without indicating price in Price format/Price schedule/ BOM/ BOQ**) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-8.

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

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

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

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

- i) 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.
- ii) 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 respective **Annexures & Price schedule at Annexure-V**. The prescribed proforma at Appendices of **Annexures**, 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-8 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.

## **9.8 PAYMENT TERMS:**

- i) Payment shall be made within 30 days after satisfactory receipt of ordered materials against submission of original invoice.

## **10.0 MODE OF PAYMENT**

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

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

## **11.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

## **12.0 PERIOD OF VALIDITY OF BIDS**

**12.1** 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.

**12.2** 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 correspondingly.

## **13.0 BID SECURITY**

**No bid security is applicable for this tender.** However, bidders need to submit "Bid Security Declaration" at Appendix-10.

## **14.0 PHYSICAL BID/ TELEFAX / e-mail BIDS:**

**14.1** Physical Bid/Telefax/e-mail bids will not be considered. Bids must be submitted online, digitally signed failing which they shall be rejected.

**14.2** Necessary original documents, as mentioned in bid document, are only required to be submitted in physical form at DGH office.

**d. SUBMISSION AND OPENING OF BIDS**

**15.0 SEALING AND MARKING OF BIDS.**

**15.1** Offers are to be submitted in electronically. The first electronic cover/ envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed. Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

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

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

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

**16.0 DEADLINE FOR SUBMISSION OF BIDS**

**16.1** 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, 33  
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.**

**17.0 LATE BIDS**

**17.1** 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.

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

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**19.0 OPENING OF BIDS**

**19.1** The bid will be opened at **1400 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.

**19.2** 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.

**19.3** 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.

## **20.0 EVALUATION AND COMPARISON OF BIDS**

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

### **21.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

### **22.0 EXAMINATION OF BID**

**22.1** 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.

**22.2** **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.**

### **23.0 SPECIFICATIONS**

**23.1** 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.

### **24.0 PURCHASE PREFERENCE**

**24.1** 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 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.

**24.2** 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.

**24.3** Bidders seeking Purchase preference (linked with local content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC). Any other guidelines/notifications issued by the GoI/concerned department related to purchase preference shall also be applicable.

## **e. AWARD OF CONTRACT**

### **25.0 AWARD CRITERIA**

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

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

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

## **27.0 NOTIFICATION OF AWARD (NOA)**

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

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

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

## **28.0 PERFORMANCE SECURITY:**

**28.1** Successful bidder shall submit the performance security, **3 %** of Total Annualized contract value for a period extending to **02 months beyond** the expiry of the tenure of the contract, within 10 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix – 6** in the form of Bank Guarantee(BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**28.2** The performance security specified above must be valid as per time period mentioned above at 28.1, to cover the obligations indicated in **clause 14.0** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

## **29.0 SIGNING OF CONTRACT:**

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

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**BID SUBMISSION PERFORMA**

Tender No. MM-12016/1/2020-DGH /C-5369/ENQ/192

Bidder's Telegraphic Address:

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

Telephone No.:

FAX No.

:

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature of the  
Bidder

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

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

\_\_\_\_\_  
Dated

Signature of witness

Address

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

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

No. \_\_\_\_\_ Date.....

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

Subject: **Tender No.**----- **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
- (ii) We are not a firm in which a DG or his relative is a partner;
- (iii) I am not a partner in a firm in which a DG or his relative is a partner;
- (iv) We are not a private company in which a DG is a Member or Director;
- (v) We are not a company in which DG holds more than 2 % of the paid-up share capital of our company or vice-versa.

**Authorised Signatory of  
The Contracting Party**

**Place...**

**Date...**

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

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**Bid Security Declaration**

**Ref: Tender No. MM-12016/1/2020-DGH /C-5369/ENQ/192 for 13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category4, Contract Cost =<50 MM USDMM USD) under PSC for FY 2019-20.**

We hereby accept that if we withdraw or modify our bid during period of validity etc., our firm/company will be suspended for 02 years from the date of suspension.

**Bidder Signature & Firm Stamp**

**Proforma of Bank Guarantee towards Performance Security.**

**PERFORMANCE GUARANTEE**

Ref. No.            Bank Guarantee No.    Dated.

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

Dear Sirs,

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

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

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

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

1.5    The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH

under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

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

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

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

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

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

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

WITNESS NO. 1

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

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

Attorney as per power of

Attorney No.....  
Dated .....

WITNESS NO. 2

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

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

Tender No. MM-12016/1/2020-DGH /C-5369/ENQ/192 for "13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks under PSC for FY 2019-20".

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

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

**OR**

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH TECHNICAL-COMMERCIAL BID****A. List of Documents to be uploaded in Techno-commercial electronic envelope:**

The tenderer shall upload the following digitally signed documents in Techno-commercial electronic envelope. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Duly signed and scanned copy of Experience Certificate in accordance with clause no. B.1(Technical Rejection Criteria) at Annexure-III of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
4. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 7, 9) of bid document.
5. Digitally signed copy of bid document (un-priced) as confirmation/acceptance of all tender conditions in toto.
6. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

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

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

Power of attorney (Sr. No. 6 above), and any other documents, if mentioned, are also to be submitted offline in original before tender closing date and time.

## **ANNEXURE - II**

### **MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT**

(Letter of Award will be governed by following applicable general terms & conditions)

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

#### **1.0 DEFINITIONS:**

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

##### **1.1 CONTRACT**

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

##### **1.2 DGH:**

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

##### **1.3 SITE:**

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

##### **1.4 DGH'S SITE REPRESENTATIVE:**

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

##### **1.5 CONTRACTOR:**

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

##### **1.6 SUB-CONTRACT:**

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

##### **1.7 SUB-CONTRACTOR:**

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

#### **1.8 CONTRACTOR'S REPRESENTATIVE**

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

#### **1.9 CONTRACT PRICE**

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

#### **1.10 DAY**

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

#### **1.11 EQUIPMENT/MATERIALS/GOODS:**

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

#### **1.12 WORKS / OPERATIONS:**

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

#### **1.13 GUARANTEE:**

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

#### **1.14 MOBILISATION:**

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

#### **1.15 DEMOBILISATION:**

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

#### **1.16 DRAWINGS:**

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

#### **1.17 SPECIFICATIONS:**

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

#### **1.18 INSPECTORS:**

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

#### **1.19 TESTS:**

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

#### **1.20 FACILITY:**

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

#### **1.21 THIRD PARTY**

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

#### **1.22 APPROVAL:**

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

#### **1.23 SINGULAR/ PLURAL WORDS:**

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

#### **1.24 GROSS NEGLIGENCE:**

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

#### **1.25 WILLFUL MISCONDUCT:**

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

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

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

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

**3.1 EFFECTIVE DATE OF CONTRACT:** The contract shall become effective after placement of LOA. DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract or the intimation to Operator/Contractor by DGH for appointment of auditor whichever is later.

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

**3.3 DATE OF COMMENCEMENT OF CONTRACT:** The date of commencement of contract will be mentioned in the LOA.

**3.4 DURATION OF CONTRACT:** The contract shall be for the period of 1 Year from the date of commencement.

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

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

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

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

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

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

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

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

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

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

#### **6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

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

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

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

#### **8.0 NOTICES AND ADDRESSES:**

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as 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

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

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

## 8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax.....

## 9.0 DUTIES AND POWER /AUTHORITY:

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

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

9.2 CONTRACTOR's representative:

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

## 10.0 CONTRACT DOCUMENT:

10.1 Governing language:

The governing language for the CONTRACT shall be English.

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.

10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner

whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

#### 10.5 Waivers and amendments:

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

### 11.0 REMUNERATION AND TERMS OF PAYMENT

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

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

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

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

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

In addition to the said particulars submitted along-with the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount .

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

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

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

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

### **12.1 A Claims**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH.

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

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

### **12.3 Taxes**

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

### **12.4 Personnel taxes**

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

### **12.5 Corporate taxes**

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

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

12.7 It is noted that CONTRACT u/s 192 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

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

## **13.0 PERFORMANCE**

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **15 (fifteen)** days written notice.

**Non-performance Remedies:** In the event of failure to accomplish the work to the satisfaction of DGH under engagement letter, DGH reserves the right to cancel the engagement letter or a portion thereof by serving prior notice to the bidder and if so desired, engage other firms for availing the same services at the sole risk and cost of bidder.

## **14.0 PERFORMANCE BOND**

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (3% of the Total Annualized contract value) to be submitted within 10 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 02 months beyond duration of contract 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.

## **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

## **16.1 Verification of character and antecedents of Contractual Manpower [NOT APPLICABLE]**

In all contracts involving deployment of Contractor's manpower , Contractor must ensure that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

## **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.

## **18.0 STATUTORY REQUIREMENTS**

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

## **19.0 INSURANCE [NOT APPLICABLE]**

CONTRACTOR may, 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

## **20.0 INDEMNITY AGREEMENT**

### **20.1 INDEMNITY BY CONTRACTOR**

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

the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of:

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

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

b) loss or damage to:

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

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

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

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

a) personal injury, illness or death of

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

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

b) any loss or damage to:

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

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

## **21.0 TERMINATION**

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

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

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

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

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

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

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

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **15 days'** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

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

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

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

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

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

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

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

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

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

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

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

(iii) Forfeiture of Performance Security

#### **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.
- (i) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.

## **24.0 CHANGE IN LAW**

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

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

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to

CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

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

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

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

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

## **25.0 FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds.

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

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

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years' period after their retirement/resignation/severance from the

service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

## **27.0 PREFERENCE TO LOCAL COMPANIES**

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

## **28.0 JURISDICTION AND APPLICABLE LAW**

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

## **29.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

**29.1** Any dispute or difference arising out of this contract shall be settled by mutual negotiations. If the dispute or difference cannot be settled by way of negotiations, it will be referred to Arbitration. There shall be three arbitrators, one by each party and the third appointed by the two. The arbitrator shall give reasoned award.

**29.2** The arbitrators shall decide by whom the arbitrator's fee as well as cost incurred in arbitration shall be borne.

**29.3** All arbitration proceedings shall be conducted in New Delhi / Delhi.

## **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 (Not applicable)**

## **33.0 INDEPENDENT CONTRACTOR STATUS:**

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

## **34.0 LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b)

Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**35.0 FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:**

- (a) Date of completion of the work/job/supply shall be the essence of the contract. If the contractor/supplier fails to complete/deliver the work/material as per time schedule mentioned at Annexure-IV or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:
- (b) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the total contract value per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be up to a ceiling of 10% of Total contract value which the contractor/supplier has failed to deliver within the period fixed for delivery. Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

OR

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

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**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)****BID REJECTION CRITERIA (BRC):****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 Pre-Qualification CRITERIA:**

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

**1 Past Experience in supply of Electrical Items:** The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated tender Value (i.e. Rs. 1,76,806.00) or 2 orders each of 50 % of the Estimated tender Value (i.e. Rs. 1,10,504.00) or 3 orders each of 40 % of the Estimated tender Value (i.e. Rs. 88,403.00) in supply of electrical items in last three years to any Central / State Govt Organization / PSU / Public Listed Company/Reputed MNC or private companies.

**2.** The bidder must be based in Delhi-NCR region. The bidder will be required to submit documentary evidence for the same.

**NOTE:** Bids without documentary evidence as above towards eligibility criteria will be liable for rejection.

**B.2 COMMERCIAL REJECTION CRITERIA**

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

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

**2.0 Acceptance of terms & conditions:**

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

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

- a) Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".

- b)** Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- c)** Offers which do not conform to DGH's price bid format.
- d)** Offers which do not confirm to the contract period indicated in the bid.
- e)** The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- f)** Offers not accompanied by copy of PAN Card will be rejected.
- g)** 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.
- h)** 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.

**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. EVALUATION OF BIDS**

C.1 Bidders who confirms the eligibility criteria (stated as B.1 and B.2 above) will be considered for evaluation of their respective price bids.

C.2 The Evaluation of offers will be made on the basis of "Evaluation of Commercial Bids" as mentioned at Price Schedule. In case of a tie of total marks, the vendor with the higher average audited turnover (Average of past three financial years i.e. 17-18,18-19,19-20 ,Turnover to be considered for related items only shall be awarded the contract. The rate shall be binding for the entire period of contract.

C.3 The decision of DGH will be final and binding to all the bidders.

C.4 Rate for all the items is to be quoted by the bidders. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However while awarding the contract, successful bidder has to supply all the items and for those items for which bidder has not quoted the rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.

C.5 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**D.General:**

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. On site inspection will be carried out by DGH's officers / representative /Third Parties at the discretion of the DGH.

**Scope of Supply**

Sl.No.	Items	Quantity	Unit	Approved Brands
1	Halogen Lamp/ Tube Light 28w(T5)	500	No.	Bajaj / Philips / Wipro / Crompton / Havells
2	Halogen Lamp/ Tube Light 14w (T5)	200	No.	Bajaj / Philips / Wipro / Crompton / Havells
3	LED Tubelight Complete Set 5 w Milky white 5 W	50	No.	Bajaj / Philips / Wipro / Crompton / Havells
4	LED Lights CFL 18w 2 Pin	200	No.	Bajaj / Philips / Wipro / Crompton / Havells
5	LED Lights CFL 18w 4 Pin	200	No.	Bajaj / Philips / Wipro / Crompton / Havells
6	LED Lights Choke 4 X 14 w(EBP 3/414 TL5 HE)	50	No.	Bajaj / Philips / Wipro / Crompton / Havells
7	LED Lights Choke 2 X 28 w(EB - T 214 TE5)	50	No.	Bajaj / Philips / Wipro / Crompton / Havells
8	PLC 9 W (LED)C&S	200	No.	Bajaj / Philips / Wipro / Crompton / Havells
9	LED light (9405) 15 w (False Ceiling Ledure)	50	No.	Bajaj / Philips / Wipro / Crompton / Havells
10	Led Pannel light 18 w (S/F Ledure)	50	No.	Bajaj / Philips / Wipro / Crompton / Havells

1) **Delivery Schedule** – Above table is annual requirement. Items will be ordered by indenting section by issuing release order for quarterly quantity or as per their requirement. Vendor need to submit applicable warranty certificate along with the supply.

2) Successful bid must deliver all items within **7 days** from date of issue of release order.

**Annexure – V****PRICE FORMAT/PRICE SCHEDULE/BOM**

Sl. No.	Item Description	Item Code / Make	QTY	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT With GST
1	2	3	4	5	7	14	8	9
1.01	Halogen Lamp/ Tube Light 28w(T5)	Bajaj / Philips/Wipro / Crompton / Havells	500	Nos			0.00	0.00
1.02	Halogen Lamp/ Tube Light 14w (T5)	Bajaj / Philips / Wipro / Crompton / Havells	200	Nos			0.00	0.00
1.03	LED Tubelight Complete Set 5 w Milky white 5 W	Bajaj / Philips / Wipro / Crompton / Havells	50	Nos			0.00	0.00
1.04	LED Lights CFL 18w 2 Pin	Bajaj / Philips / Wipro / Crompton / Havells	200	Nos			0.00	0.00
1.05	LED Lights CFL 18w 4 Pin	Bajaj / Philips / Wipro / Crompton / Havells	200	Nos			0.00	0.00
1.06	LED Lights Choke 4 X 14 w(EBP 3/414 TL5 HE)	Bajaj / Philips / Wipro / Crompton / Havells	50	Nos			0.00	0.00
1.07	LED Lights Choke 2 X 28 w(EB - T 214 TE5)	Bajaj / Philips / Wipro / Crompton / Havells	50	Nos			0.00	0.00
1.08	PLC 9 W (LED)C&S	Bajaj / Philips / Wipro / Crompton / Havells	200	Nos			0.00	0.00
1.09	LED light (9405) 15 w (False Ceiling Ledure)	Bajaj / Philips / Wipro / Crompton / Havells	50	Nos			0.00	0.00
1.10	Led Pannel light 18 w (S/F Ledure)	Bajaj / Philips / Wipro / Crompton / Havells	50	Nos			0.00	0.00
Total in Figures							0.00	0.00

**Note-**

- Prices should be inclusive of all applicable taxes & duties, packing & forwarding charges for door delivery at DGH, Noida office.

2. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
3. Bidder should quote prices for all the items failing which its bid shall be rejected.

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

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

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

**1. Tender Bidding Methodology:**

Sealed Bid System –Two Envelopes.

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

**2. Broad outline of activities from Bidders prospective:**

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

**3. Digital Certificates:**

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

**4. Registration:**

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

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

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

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

**6. Offline submissions of some documents:**

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

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

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

**Note:**

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

- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

## 7. Other Instructions:

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

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

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

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