



**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)

**(INVITATION TO BID)**

Directorate General of Hydrocarbons, Noida invites offers from interested bidders for **Hiring of Transit Accommodation for the office of Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, Noida**, under two bid system.

- 1.0** Directorate General of Hydrocarbons (DGH) under Ministry of Petroleum & Natural Gas having its office at Sector 73, Plot No 2, OIDB Bhawan, Noida, UP, is in the process of hiring a transit accommodation at Noida on lease rent basis as per specifications mentioned in the scope of service of tender document. This tender is to seek proposal for hiring/ leasing of transit accommodation for a period of three (03) years with the provision for two extensions of one year each after completion of initial three (03) years period.
- 2.0** The detailed e-bid document for the above is available at DGH's website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security declaration, 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** The salient details of tender are as below:

1	Tender No.	HR-11039/2/2022-DGH/ENQ-221
2	Brief Description of the Services / Scope of Supply	Hiring of Transit Accommodation for the office of Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, Noida, under two bid system
3	Type of Bid	Open under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	09/03/2023 at 14-00 hrs.(IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the <b>next date of Bid Closing date</b> and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Security/ Earnest money Deposit	Nil. Bid security declaration must be submitted in this regard.
9	Security Deposit	DGH will not deposit any kind of security to successful bidder
10	Lease Period / Contract Duration	Three (03) years with the provision for two extensions of one year each after completion of initial three (03) years period on mutual agreement basis
11	Eligibility Criteria	As per Annexure-III of Tender document.

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.

**HoD (MM)**  
**For Directorate General of Hydrocarbons**

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

TENDER NO: HR-11039/2/2022-DGH/ENQ-221

BID DOCUMENT FOR  
HIRING OF TRANSIT ACCOMMODATION FOR THE OFFICE OF  
DIRECTORATE GENERAL OF HYDROCARBONS, NOIDA

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

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

**2.0 PRE BID CONFERENCE:** Not Applicable.

**3.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**4.0 COST OF BIDDING**

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

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

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

**Annexure-I : Instructions to Bidders**

Appendix-1 : Bid submission proforma

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

Appendix-3 : List of documents to be uploaded/submitted along with techno-commercial bid

Appendix-4 : Bid Security Declaration

Appendix-5 : Pre-contract Integrity Pact

**Annexure-II : Lease Agreement**

**Annexure-III: Bid Evaluation Criteria**

Appendix-6 : Inspection report

**Annexure-IV: Scope of work/service**

**Annexure-V: Price Schedule**

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

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

## **6.0 CLARIFICATION ON BID DOCUMENT**

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than seven (07) 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.

## **7.0 AMENDMENT OF BID DOCUMENT**

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

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

**7.3** In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

## **C. PREPARATION OF BIDS**

### **8.0 SUBMISSION OF BID**

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

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

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

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

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

- a. Scanned copy of the following original documents:

- i. Demand draft of required amount as bid security
- ii. Power of attorney or authorization, 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.

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

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

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

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

- i) 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.

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

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

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

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

## **10.0 BID PRICES**

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

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

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

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

#### **10.5 Tax Liability**

The bidder will have to bear all Income Tax liability.

**11.0 PAYMENT TERMS:** Refer Payment terms described at Annexure-IV.

#### **12.0 MODE OF PAYMENT**

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Any other details as required by the remitting bank.

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

#### **13.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

#### **14.0 PERIOD OF VALIDITY OF BIDS**

**14.1** The Bid shall be valid for **90 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity

period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

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

**15.0 BID SECURITY:** A bid security declaration must be submitted in this regard.

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

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

**c. SUBMISSION AND OPENING OF BIDS**

**17.0 SEALING AND MARKING OF BIDS.**

**17.1** Offers are to be submitted in electronically. The first electronic cover/envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

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

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

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

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

**18.0 DEADLINE FOR SUBMISSION OF BIDS**

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

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



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

#### **19.0 LATE BIDS**

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

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

#### **20.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **21.0 OPENING OF BIDS**

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

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

**21.3** In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

#### **d. EVALUATION OF BIDS**

#### **22.0 EVALUATION AND COMPARISON OF BIDS**

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

#### **23.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

#### **24.0 EXAMINATION OF BID**

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

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

## **25.0 SPECIFICATION**

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.

## **e. AWARD OF CONTRACT**

### **26.0 AWARD CRITERIA**

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

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

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

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

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

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

**28.3** Upon awarding the NOA, DGH will promptly notify each unsuccessful bidder and discharge their bid securities.

**29.0 SECURITY DEPOSIT:** DGH will not deposit any kind of security to the successful bidder.

### **30.0 SUBMISSION OF FORGED DOCUMENTS:**

Bidders should note that DGH may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/lease execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, DGH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

### **31.0 SIGNING OF CONTRACT/ LEASE AGREEMENT:**

At the same time as DGH notifies the successful Bidder that its bid has been accepted, DGH will ask the successful bidder to sign the lease agreement/ contract. The lease/ contract against this tender will be governed in accordance with the lease agreement at Annexure-II and scope of service, terms & conditions and special conditions of contract at Annexure-IV. The successful bidder will be given one copy of the lease agreement /contract.

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**BID SUBMISSION PERFORMANCE**

Tender No.....

Bidder's e-mail \_\_\_\_\_ : Telephone  
No \_\_\_\_\_ :

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

Dear Sirs,

1. I/We hereby offer to lease our property to DGH for a period of three (03) years at the monthly lease rent quoted by us in the price format hereto and agree to hold this offer open till 90 days from bid closing date.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We hereby confirm that the monthly rates offered for preceding years is not greater than that for succeeding years.
4. I/We hereby confirm and undertake that the space offered is free from any liability and litigation with respect to its ownership, lease/renting and there are no pending payments against the same. We indemnify DGH from all liabilities, claims etc arising out of any or in the course of or caused by the execution of this lease agreement.
5. I/We hereby confirm and undertake that in case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes, (iv) modular kitchen & (v) fans as per the specifications at Annexure – IV, the same will be fitted /provided within 20 days of Notification of Award (NoA), in the proper working condition.
6. I/We hereby confirm and undertake that I/We take the responsibility of statutory compliances with respect to offered transit accommodation / services and will provide copies of approvals if needed by DGH at later stage.
7. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure-III and accepted the "Model Lease Agreement " at Annexure-II & "Special Conditions of Contract" of Annexure-IV for providing services and have thoroughly examined and complied with the Scope of Services/ Work, Specifications etc at Annexure-IV, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,  
Signature of the  
Bidder Name \_\_\_\_\_

Signature of witness

Address Seal of the bidder

Dated

Note: This form must be returned along with technical bid 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.

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

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

The tenderer shall upload the following documents along with signed copy of bid document. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Bid Security declaration.
2. Duly signed and scanned copy of documents/certificate and other required documents as described at Annexure-III and IV of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly filled, signed and scanned copy of Appendices (Appendix-1, 2, 4 and 5) at Annexure-I.
5. 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.

6. Self-attested copy of GST registration certificate, if any.
7. 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.

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

Power of attorney (Sr. No. 5 above) is to be submitted offline in original before tender closing date and time.

**Bid Security Declaration**

Ref: Tender No. HR-11039/2/2022-DGH/ENQ-221 for “Hiring of Transit Accommodation for the office of Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, Noida”.

We hereby accept that if we withdraw or modify our bid during period of validity and do not comply the tender conditions post award of LOA/ contract, we will be suspended for 02 years from the date of suspension.

Signature of the bidder

**PRE CONTRACT INTEGRITY PACT****1.0 General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2022, between, on one hand, through Shri. ... .. , Head of Department (Materials Management/\_\_\_\_) Directorate General of Hydrocarbons (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Shri \_\_\_\_\_, Designation of person Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**2.0 Commitments of the BUYER:**

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

- 2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3.0 Commitments of BIDDERS**

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

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

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

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

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

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the



BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Sanctions for Violations**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

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

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

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

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

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

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

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

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

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

## **7. Fall Clause**

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

be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

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

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

E-Mail: [madanmeena@yahoo.com](mailto:madanmeena@yahoo.com)

(Communications can also be concurrently addressed to)  
IEM Office C/o HoD(MM) -IEM Coordinator  
Directorate General of Hydrocarbons, OIDB Bhawan, Tower –A, Plot No 2, Sector -73, Noida-201301.

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

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

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

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

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

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

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

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary

information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

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

#### **11. Other Legal Actions**

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

#### **12. Validity**

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

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

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

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

Witness

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

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

**Lease Agreement for Hiring of DGH Transit Accommodation**

This Lease Agreement is executed at Noida, on present date between \_\_\_\_\_, hereinafter called the "FIRST PARTY" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include her heirs, executors and administrators and assigns) of the First part.

**AND**

Directorate General of Hydrocarbons, Ministry of Petroleum and Natural Gas, Government of India having office at OI DB Bhawan, Plot No.2, Sector- 73, Noida -201 301, through this representative hereinafter called the "SECOND PARTY" which expression shall mean and include their legal representative and assigns, of the other part.

**WHEREAS**

- A. The "FIRST PARTY" is the absolute owner in possession of premises situated at \_\_\_\_\_ consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ drawing rooms, dining room, toilets, kitchen and servant quarter, along with Fittings & Fixtures as per inventory enclosed with this agreement as \_\_\_\_\_ hereinafter referred together as the said "premises"
- B. And whereas the lessee being in need of a transit accommodation has approached the lessor to give the said premises on rental basis for occupation and use by the lessee's employees / associates / consultants / guests for transit residential purposes only, which the lessor has agreed to do for the period, at the monthly rent and on the special terms & conditions.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That in consideration of the rent being paid and on due compliance of the covenants and conditions hereinafter contained by the Second Party. The First Party hereby grants on lease to the Second Party, the demised premises in accordance with the terms of this deed.
- 2. That the lease of the demised premises shall start with effect from (hereinafter call the effective date) \_\_\_\_\_ (In words \_\_\_\_\_) and shall be effective for a period of \_\_\_\_\_ months subject to earlier termination as provided in this deed.
- 3. To hold the same unto the lessee for the period of \_\_\_\_\_ months i.e. from \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ per month shall be payable in advance, on or before \_\_\_\_\_ day of each English Calendar month for the demised premises.
- 4. That the Lessee undertakes that the premises in question will never be used for non-residential commercial purposes and the lessee will not assign or part with the possession of aforesaid premises or any portion thereof in favor of any

unauthorized person/authority. Lessee also undertakes not to subject, mortgage or otherwise dispose off or part with possession and control over the aforesaid fixtures and fittings, articles and other things forming part of the premises as per Appendix-1.

5. The lessor shall provide Power Back-Up system for minimum \_\_\_\_KVA with separate electricity meter. Operation & maintenance, including cost of diesel, operator etc. will be the responsibility of the owner/ lessor. The lessee will pay as per meter reading which is @ \_\_\_\_per Unit.
6. Lessor has provided Fittings & Fixtures as per \_\_\_\_\_.
7. That in consideration of the rent being paid and on due compliance of the covenants and conditions hereinafter contained by the SECOND PARTY. The FIRST PARTY hereby grants on lease to the SECOND PARTY, the demised premises in accordance with the terms of this deed.
8. That the lease of the demised premises shall start with effect from \_\_\_\_\_(hereinafter call the effective date) and shall be effective for a period of \_\_\_\_\_subject to earlier termination as provided in this deed.
9. That the lease has been fixed for a period of \_\_\_\_\_. However, it is hereby agreed by and between the parties that notwithstanding anything here in contained, the lessee shall during the subsistence of this agreement, have the option to terminate this agreement by giving to other one (01) month prior notice of termination in writing and this agreement will accordingly stand terminated on the expiry of the said period of notice.
10. That the Lessee undertakes that the premises in question will be used as Transit House Accommodation for Directorate General of Hydrocarbons.
11. The Lessee has agreed to take the demised premises on lease relying upon the representation of the Lessor that the Lessor has proper title to the demised premises, is authorized and entitled to enter into this deed for the demised premises and that the Lessee does not require any permission from the Municipal or the Development Authorities for use of the demised premises for residential purposes.

That the SECOND PARTY hereby covenants with the FIRST PARTY as follows: -

- i) That the Water & Electricity shall be borne and paid by the SECOND PARTY as per the actual bill(s) and that Power Back Up charges shall be paid by the SECOND PARTY for the actual units consumed at the quoted rates/agreed rates.
- ii) That day-to-day cleaning/ upkeep shall be carried out by the SECOND PARTY at its own cost. Whereas the cost of all minor/ major repairs, shall be borne by the FIRST PARTY (PROVIDED DAMAGE IS NOT CAUSED DUE TO NEGLIGENT USE BY THE SECOND PARTY).

- iii) That the SECOND PARTY shall pay the rent, maintenance charges after deducting TDS of GST/ Income Tax as applicable.
  - iv) That the SECOND PARTY undertakes not to make any additions or alterations in the premises without the written consent of the FIRST PARTY and in case it does so, the SECOND PARTY shall restore the premises to its original tenantable conditions, normal wear and tear accepted.
  - v) To yield and deliver back vacant possession of the demises premises to the FIRST PARTY on the expiry or termination of the lease or after any renewal thereof in original tenantable conditions, normal wear and tear accepted.
  - vi) That the SECOND PARTY undertakes to abide by and comply with all laws rules and regulation of the municipal corporation/Noida Authority, Noida, U.P.
  - vii) The SECOND PARTY shall permit the FIRST PARTY or his/ her representative to inspect the premises at least once a month subject to receipt of sufficient prior notice.
12. That the FIRST PARTY hereby indemnifies the SECOND PARTY against any legal/monetary obligations or liabilities arising out of any requirement of the Government/Local authority including development authority/municipal or any other entity whatsoever or in case of any dispute arising in the ownership of the premises and the consequent interference if any in the matter of peaceful and lawful occupation of the SECOND PARTY in the demised premises till the end of the lease period as herein above agreed.
13. The FIRST PARTY covenant with the SECOND PARTY as follow:
- a) To abide by and comply with all laws, byelaw, rules and regulations of the local bodies and other relevant authorities.
  - b) To tend over the demised premises in proper functional conditions in all respects.
  - c) To pay the house tax, ground rent and municipal and other taxes, levies and charges, other consumable charges such as Residential Welfare Association (RWA) and all normal outgoing in respect of the demised and not to allow the same to fall in arrears.
  - d) The SECOND PARTY shall have the right to use and enjoy 24 hours all day without any restrictions whatsoever the entrances, staircase, landings, corridors, roads and passage in and outside the demised premises so far as the same are necessary for the enjoyment of the same.
  - e) To allow the SECOND PARTY to enjoy peaceful possession of the demised premises during entire period of the lease and the renewal thereof without any interruption by the FIRST PARTY or any persons lawfully claiming either through or under or in trust for the FIRST PARTY or otherwise.



- f) To keep the demised premises in good order and proper tenantable conditions and to undertake necessary major repair as and when required.
14. If the whole or any part of the demised premises shall at any time during the term of the lease be destroyed or damaged due to Tempest, flood, earthquake, act of God, act of terrorism, war or any other irresistible force or the demised premises are rendered inaccessible due to destruction or damages as aforesaid or act of government, then the demised premises shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the demised premises cannot be rendered fit for occupation and use and or become accessible to be paid under the lease or a fair proportion thereof according to the nature and extend of the damages sustained shall cease and be suspended until the demised premises shall be rendered fit for occupation and use and/or become accessible.
15. This agreement shall be subject to the provisions of U.P. rent control act as amended up to date.
16. At the time of lessee vacating the said premises, it shall be entitled to remove all items of furniture except the fixed furniture and fittings belonging to the lessor brought into the said premises from time to time.
17. In case, payment of stamp duty and registration are involved in respect of this agreement, both the parties here to hereby agree to comply with such requirements and share the charges equally.
18. This agreement shall be governed by Indian Law and shall be subject to territorial jurisdiction of courts situated at Noida /Ghaziabad, U.P.
19. If the SECOND PARTY shall be in arrears of rent payable for the demised premises by two months consecutively, from due date when the first payment falls due otherwise commits any breach in payment, observance or performance OR BREACH OF ANY CONDITION BY the SECOND PARTY, the FIRST PARTY may give the SECOND PARTY a notice in writing of such arrears, breach or failure, as the case may be and if the SECOND PARTY does not rectify the breach or pay, observe or perform or fulfill the arrears or relevant obligation within FIFTEEN days of receipt of notice, then the FIRST PARTY may at its option to forthwith terminate the lease.
20. Upon termination or expiry of the lease the SECOND PARTY shall hand over peaceful vacant possession of the demised premises to the FIRST PARTY.
21. Any notice required to be given under the lease, shall be served in writing on the SECOND PARTY at the demised premises.
22. The parties agreed that the FIRST PARTY at any time during the sustenance of period of this lease sells and/or transfers its leasehold rights in the demised premises as a whole or in part or parts thereof to any one or more persons in such an event the SECOND PARTY, shall attorn the lease to such a transferee on the same terms and conditions as are contained herein. In addition to which a letter

shall be issued by the prospective new landlord in favor of the SECOND PARTY confirming that the terms herein contained are binding on him, the whole benefit shall be transferred to the new landlord and the same shall also apply in case of any subsequent sale or transfer of the lease hold rights.

IN WITNESS WHEREOF THE LESSOR and the duly constituted representative of the SECOND PARTY have set and subscribed their respective hands on the day and the year first hereinabove written.

**WITNESSES:**

**1.**

**FIRST PARTY**

**2.**

**SECOND PARTY**

**BID EVALUATION CRITERIA**

1. **Vital Criteria for acceptance of bid**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to DGH, within the date specified in the bid document. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids will not be considered by DGH and may be rejected outright.

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

i) Bid should be complete, covering and conforming to the specifications of the transit accommodation indicated in the tender document, duly supported with documents required. Incomplete and non-conforming bids will be rejected outright.

ii) **Eligibility of the bidder:**

Bidder should be owner/Power of Attorney holder/Apartment-builder/Authorized Property Dealer/Apartment-Flat owner. Necessary document of ownership (Copy of Registry/Sale Deed/registration certificate/Power of Attorney/Authorization letter from owner in case of property dealer/Undertaking from builder) should be submitted self-attested along with the technical bid.

2. **COMMERCIAL REJECTION CRITERIA:**

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

i) Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ( ✓ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

ii) **Acceptance of terms & conditions:** The bidder must confirm unconditional acceptance of lease agreement/ Contract at **Annexure-II**.

iii) **Offers of following kinds will be rejected:**

- a) Offers made without Bid Security.
- b) Offers which do not confirm unconditional validity of 90 Days of the bid as indicated in the "Invitation to Bid".
- 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) Offers not accompanied by copy of PAN Card will be rejected.
- f) 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.

**3. Bid Evaluation Criteria:**

Further to qualification of the criteria of BEC/BRC at **point 1 and 2 above**, the offered building will be inspected by a DGH Committee, for verification of Specifications and to assess suitability of the offered transit accommodation for DGH (refer Appendix - 6). The Committee will inspect the accommodation and premises in the presence of the owner/authorized representative. The Committee's evaluation will be final & binding for acceptance/non-acceptance of the bid. For this purpose, qualification score is 70% or above and offers below 70% will be rejected.

**Evaluation Criteria of Price Bid:**

- i) Technical Bids of bidders will be evaluated based on the above eligibility criteria and after scrutinizing all the relevant documents as sought from them.
- ii) The price bids of techno-commercially accepted bids, scoring 70% or above as per para 3 above, will only be opened. The other bidders scoring less than 70% shall be rejected and not be considered for price bid opening.
- iii) Price bid will be evaluated on the basis of "Total in Figures for line item 1.01 to 1.09 only" (pls refer Price Schedule at Annexure-V).

**Inspection Report****Inspection Points with score to assess the Condition/Suitability****Total Max Score – 100 Marks****Name of the Bidder, Contact details and Address of Property visited**  
\_\_\_\_\_**Date of Inspection**\_\_\_\_\_**In presence of representative of Bidder (Name & Contact Details)**  
\_\_\_\_\_

Sl. No.	Parameter	Size/Condition observed by Inspection Team				Score
	Condition/Suitability of Accommodation – Max Score – 75 Marks (3 Marks each)					
		No./Size(if any)	Indicative Condition Ranking			
1	Bedrooms		Good	Average	Poor	
	i No. of Bedrooms					
	ii Size					
	iii. Wardrobes					
	iv. Doors					
	v. Attached Bathrooms					
	vi. Fitted with ACs (minimum 3star rating)					
2	Drawing/Dining					
	i. Space					
	ii. Size					
	iii. Fitted with ACs (minimum 3star rating)					
3	Bathroom & Toilets – Size, WC, Tiles, Fittings					
4	Modular Kitchen with Fittings					
5	Floor Tiles - vitrified, elegant, unpitted					

6	Fixtures & Fittings - Lighting, Fans, AC, Geysers, RO etc.					
7	Exterior of Walls and condition of building					
8	Condition of Interior Walls/Doors (Seepage, Painting etc.)					
9	Lifts & Stairways - capacity, vintage, width					
10	Parking / Garage - dedicated, access (at least for 1 car)					
11	Water Supply - continuous					
12	Electricity Power backup (minimum 3 KW/KVA)					
13	Approach Road - Width, distance from main road					
14	Availability of Markets / Shopping area in the vicinity					
15	Age of property/Accommodation for less than 07 years					
16	CCTV coverage at outside common area					
17	Fire Extinguisher & Fire exits					
18	Water & Electricity connection (24 hrs. facility)					
19	Ventilation					
20	Disabled Friendly Infrastructure					
21	Good working conditioned lifts, if any					
22	Connected with Metro/Public Transport					
23	Connected with local markets/Shopping malls etc.					
24	Connected with Local Dispensary/Health Centers/Hospitals etc.					
25	Connected with local Police Station					
	<b>Suitability of Location (Max Score – 25 marks )</b>					
26	Suitability of location such as Developed Sector, Closeness to availability of basic amenities, Distance & Availability of Public Transport, Proper Market					
<b>Remarks, if any:</b>						

**Minimum Qualifying Score – 70 %**

**Specifications of Transit Accommodation and Scope of Service/ Work**

The tender is to seek proposal for hiring leasing of building / property from original owners / power of attorney holders of properties, approved for residential purposes, in a good locality at Noida, on monthly rent basis. The transit accommodation space having minimum 03 or more bed rooms minimum area of 120 sq. ft each, with attached bath, centralized big drawing room with minimum capacity of 10 persons sitting cum dining, modular kitchen and 01 attendant's room with separate toilets, Security Provisions and parking space for minimum 01 cars.

The lease agreement will be for a period of 03 (three) years from the date of hire with a provision for further 02 extensions of 1+1 year each, with mutually agreed terms and conditions. Transit accommodation should be preferably in developed sectors (as defined in inspection report) within the radius of 10Km from DGH Office and near to the Metro Stations.

**A. DGH'S BROAD REQUIREMENT OF HIRED TRANSIT ACCOMMODATION WITH MINIMUM FIXTURES/FITTINGS.**

1. Minimum 03 + 01 nos. of bedrooms of min. area of 120 sq.ft each, fitted with air conditioners preferably Split AC's (minimum 3 star rated), wall wardrobes, attached bathroom, toilet. All rooms with electrical fittings including light and fans. All bathrooms fitted with water geyser (minimum 3 star Geysers).
2. Central sitting cum dining room of approximately 300 sq. ft area fitted with air conditioners preferably Split AC's (minimum 3 star rated), modular kitchen fitted with instant water geyser, Chimney with exhaust pipe and servant quarter(s) with separate toilet..
3. Total carpet area should be 1500 sq. ft. to 2800 sq. ft.
4. Parking area for at least 01 Cars.
5. Water Connection & Storage Facility for the premise with 24 hrs availability.
6. Electricity connection and Electrical load bearing capacity for general lighting, minimum 04 nos. Air Conditioners, minimum Geysers 04 nos. for bathrooms/kitchen.
7. Power Back-Up system for 24 hours at least minimum 03KW/KVA with separate electricity meter. Operation & maintenance, including cost of diesel, operator etc. will be the responsibility of the owner/lessor.
8. Branded RO System at least 09 litre shall be installed in kitchen.
9. CCTV camera with recording/DVR in all common area.
10. Provision of Fire extinguisher & Fire exits.
11. Provision of Good working conditioned lifts, if any.
12. Provision of proper Ventilation

**Note:** In case the accommodation is not already fitted with ACs, Geysers, Wardrobes, Modular kitchen, Fans, RO System, Fire Extinguisher & Fire Exits, CCTV etc. as per the specifications as mentioned above, the bidder should undertake to provide the same within 20 days of Notification of Award (NoA)/ LOA, in the proper working condition.

**B. Terms & Conditions:**

1. The Scope of Work as detailed hereunder for providing premises and services mentioned in the Scope of Work. All the jobs, whether specified or not but required for due and smooth operation of the activities in the Transit Accommodations shall be carried out to the entire satisfaction of the Management & Guests.
2. The period of Contract shall be of 03 years. However, DGH reserves the right to terminate the Contract pre-maturely at any stage giving notice of 01 Month.

**C. Special conditions of contract:**

1. Bidder should submit escalation matrix.
2. Bidder shall submit detailed landscaping/floor plan of the offered building along with the technical bid.
3. Bidder shall obtain the permission from RWA/ Builder/Concerned Authority for offering their Independent House/Flat for running the Transit Accommodations in the premises of the society or locality.
4. Bidder should submit undertaking in the technical bid that in the event of award of contract to them, they would provide complete services as per the requirements of entire Scope of services/ work indicated in the tender document, within 20 days' mobilization period from the date of award of work/issue of letter of intent.
5. The other statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property tax, commercial tax, municipal tax, car parking charges etc. if any, will be paid by the Contractor/Bidder/ lessor as and when required in connection with the property offered.
6. The accommodation should have provision for 24 hours' electricity supply with power backup facility (minimum 3 KW/KVA).
7. The power backup system (in case of independent house) will be maintained by Bidder/Contractor and in case of failure to do so within 24 hours of the intimation to the Bidder/Contractor, DGH will get it repaired, at the risk & cost of the Bidder/Contractor. The charges of the repair shall be deducted in the rent amount of Bidder/Contractor.
8. The accommodation should have adequate round the clock provision for drinking, non-drinking water and/other utilities.
9. Adequate and dedicated parking space should be available to park at least one (01) Car.
10. In case of damage to the leased property due to any natural calamities, rioting etc., DGH shall not undertake to compensate the loss or damage incurred to the owner of the property.
11. The accommodation offered should be semi-furnished with **wardrobes, air conditioners** in each room, common dining area, **geysers** in all the bathrooms, branded **RO** system at least 09 litre in the kitchen, **decorative lights, tube lights, fans** at all the appropriate places. In case multiple floors are offered, it should be on continuous floors.
12. The accommodation offered should have security provisions.
13. The kitchen shall be modular kitchen with installation of Chimney & RO.
14. The accommodation offered should not be more than 07 years old.
15. For the carpet area measurement, undertaking from the bidder or a certificate from the registered architect should be submitted along with the technical bid.



16. Bidder should certify that he/she undertakes the responsibility of statutory compliances with respect to offered services and will provide copies of approvals if needed by DGH at later stage; however, at bidding stage bidder shall submit approved plan of the accommodation offered along with the Technical Bid.
17. Any statutory/legal requirement if required from local bodies for providing the premises for Transit Accommodation shall have to arrange by Bidders.
18. The space offered should be free from any liability, litigation with respect to its ownership, lease/renting, and there should be no pending payments against the same. Legal declaration to that effect should be submitted.
19. By submitting the bid, the bidder will be deemed to have understood and satisfied himself about the nature of service to be rendered and have taken into account all conditions and difficulties that may be encountered during execution of the agreement.
20. The following maintenance & replacement of concerned parts/items/products shall be done by successful bidder/ contractor/ lessor as and when required upon intimation of DGH:
  - a) Electrical/electronic/mechanical equipment (ACs, Geyser, Kitchen Chimney, RO, decorative lights, tube lights, fans etc.)
  - b) Whitewash/Painting/touch up (paint on walls, doors, and windows etc.)
  - c) Plumbing
  - d) Seepage
  - e) Sewer
  - f) Wooden floor
  - g) Tiles
  - h) Floor
  - i) Washbasin/Kitchen sink
  - j) WCs in toilets
  - k) Bathroom & Kitchen fittings etc.
  - l) Wooden work maintenance (doors, windows, and wardrobes if any other)
21. Possession of the accommodation in the ready-to-move-in condition will be handed over to DGH. Based on the emerging needs, touch up (paint on walls, doors, and windows etc) shall be done by the Bidder/Contractor as and when informed by DGH.
22. All fixtures, electrical points, sanitary fittings, firefighting equipment's etc. required for the transit accommodation will be in operational stage at the time of lease/hire.
23. The premises should be provided with proper boundary wall etc. for safety/security of the residents.
24. Responsibility of DGH:
  - 24.1 Periodic pest control provision to be ensured by DGH.
  - 24.2 Bills related to electricity, power backup, water, PNG charges, telephone, Internet/Wi-Fi, maintenance charge, etc. of the hired premise will be paid by the DGH.
  - 24.3 Monthly Maintenance charges will be paid by DGH.
  - 24.4 The rent would be payable from the date of actual possession of the hired property.
  - 24.5 Yearly increase in rent maximum @5% may be paid by DGH.
25. Payment:
  - i) Payments shall be made by DGH against the bills as per the lease deed to be executed between DGH and the owner or his/her legal representative.
  - ii) Payment of rent will be made in advance on monthly basis by NEFT/RTGS procedure after deduction of the tax at source (TDS) as applicable from time to time.

- iii) Invoices should have break-up of GST along with GST registration number (if applicable) clearly mentioned on the invoice.
  - iv) The payments related to PNG, Water bill, Electricity bill, Power backup, Telephone bill, Wi-Fi bill, maintenance charge with regard to hired premises, shall be paid by DGH.
26. Duration of lease/ contract: The lease/ contract agreement will be for a period of 3 (three) years from the date of hire with a provision for further two (02) extensions of one year each with mutually agreed terms and conditions of bid document. However, DGH reserves the right to terminate the lease/ contract pre-maturely at any stage giving notice of one (01) Month.
27. CHANGE IN LAW
- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.

27.6 Notwithstanding the provision contained in clause **27.1 to 27.4** above, the DGH shall not bear any liability in respect of:

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-subcontractors 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.

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**Annexure-V****PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender)**

Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in Rs.	GST in %	TOTAL AMOUNT Without Taxes in Rs.	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.01	Rental Charge for the Hired Premise per month for the entire carpet area <b>for First Year</b>	1	month					
1.02	Rental Charge for the Hired Premise per month for the entire carpet area <b>for Second Year</b>	1	month					
1.03	Rental Charge for the Hired Premise per month for the entire carpet area <b>for Third Year</b>	1	month					
1.04	Total Power Back Up Charges for estimated <b>1000 units/month</b> for the purpose of evaluation <b>for First Year</b>	1000	Unit					
1.05	Total Power Back Up Charges for an estimated <b>1000 units/month</b> for the purpose of evaluation <b>for Second Year</b>	1000	Unit					
1.06	Total Power Back Up Charges for estimated <b>1000 units/month</b> for the purpose of evaluation <b>for Third Year</b>	1000	Unit					
1.07	Monthly maintenance charge <b>for First Year</b>	1	month					
1.08	Monthly maintenance charge <b>for Second Year</b>	1	month					
1.09	Monthly maintenance charge <b>for Third Year</b>	1	month					
<b>Total in Figures from 1.01 to 1.09</b>								
<b>Quoted Rate in Words</b>								

**Notes:**

- Yearly increase in rent (for line items **1.02** and **1.03** above) up to five percentage (05%) is permissible.

2. The rate quoted above includes all statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property, commercial tax, Society charges, building maintenance, Car Parking Charges etc. All such charges, duties, taxes etc. for the premise are to be paid by the registered owner(s)/power of attorney holder of the property at his own cost.
3. Power back up units/ month mentioned in the Price format/ Schedule are tentative/ indicative.
4. Power backup charges will be paid by DGH for actual units consumed, at the quoted rates.
5. A meter for power backup units shall be installed by the lessor/ contractor at the premises.
6. If power backup rates are not quoted, the offer will be considered as inclusive of power backup charges.
7. If applicability of GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.
8. Evaluation of offers will be done based on **“Total in Figures for line item 1.01 to 1.09”**.

Signature of Bidder: \_\_\_\_\_

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

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

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

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

**1. Tender Bidding Methodology:**

Sealed Bid System –Two Envelopes.

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

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

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

**3. Digital Certificates:**

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

**4. Registration:**

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

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

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

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

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

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

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