



DIRECTORATE GENERAL OF HYDROCARBONS

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

(E-Tender Notice)

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

Directorate General of Hydrocarbons, Noida invites competitive bids for “**Hiring of Manpower Services (Highly Skilled/Skilled/Semi Skilled/Unskilled) for 02 months (+1 month extendable) in DGH Noida**”, under two bid system (Techno-commercial bid and price bid) from the following prospective bidders:

1. M/s GA digital webword pvt. Ltd.
2. M/s Group-1 Securitas Private Limited
3. M/s Secure Solutions Private Limited
4. M/s R.D Excellent Services Private Limited
5. M/s Eagle Eye Security & Housekeeping service
6. M/s Sai Techno
7. M/s Venture Security and Facility Management Pvt. Ltd.
8. M/s Akash Deep Security Services & Investigators
9. M/s J4s Security Services Private Limited
10. M/s Gravity Facility Management Solutions Private Limited
11. M/s Secure Shield Security Services Private Limited
12. M/s Jupiter Administrative & Security Services Pvt Ltd
13. M/s Hybrid Fleet Management Private Limited
14. M/s Atlantiva Services Private Limited
15. M/s Vigilant Security Placement Detective Services Private Limited
16. M/s Mass Management Services Private Limited

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

However, Bid Document may also be issued to those firms who meet the Bid Eligibility Criteria (Annexure-II). The written request/ or any other desired clarifications from such firm should, however, be received (by email) within 4 days from date of issue of tender on the email moreshwar@dghindia.gov.in to issue the bid document.

*E-Bids shall be submitted by 1400 hrs on **24.04.2025***

E-Tender No.	Description of Service
HR-11018/2/2024-DGH/C-11188/ENQ/243	Hiring of Manpower Services (Highly Skilled/Skilled/Semi Skilled/Unskilled) for 02 months (+1 month extendable) in DGH Noida

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.

HR-11018/2/2024-DGH/C-11188/ENQ/243

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

E-TENDER NO: HR-11018/2/2024-DGH/C-11188/ENQ/243

TENDER DOCUMENT

FOR

**LIMITED TENDER FOR HIRING OF MANPOWER SERVICES (HIGHLY
SKILLED/SKILLED/SEMI SKILLED/UNSKILLED) 02 MONTHS (+1 MONTH
EXTENDABLE) IN DGH NOIDA**



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

Phone No: (+91)-120-2472000 Fax : (+91)-120-2472049	Office of: DG, DGH OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA Email: mm@dghindia.gov.in
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To,
Prospective Bidders

Sub E-Tender for Hiring of Manpower Services (Highly Skilled/Skilled/Semi Skilled/Unskilled) For 02 MONTHS (+1 MONTH EXTENDABLE) in DGH Noida on limited tender Basis.

Dear Sir,

1.0 Limited 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-III** at DGH, Noida at OI DB Bhawan. The salient features of the tender are:

1	E-Tender No.	HR-11018/2/2024-DGH/C-11188/ENQ/243
2	Brief Description of the Services / Scope of Supply	Hiring of Manpower Services (Highly Skilled/Skilled/Semi Skilled/Unskilled) for 02 months (+1 month extendable) in DGH Noida
3	Type of Bid	Limited E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	24/04/2025 at 1400 hrs. (IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1400 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	120 days from bid closing date.
8	Bid Bond/ Earnest Money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only).	Rs. 1 Lakh.
9	Performance Guarantee	3% of contract value valid for 2 months beyond contract duration.
10	Eligibility Criteria	As per Annexure-II of Tender document.

2.0 Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective

bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required documents confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

- 3.0** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 4.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 6.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Annexure-I of bid document.
List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix 7 of Annexure-I of Bid document.
- 7.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 8.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 9.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions /deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 10.0** Other details and terms/conditions are as per the following **Annexure I-VII**.

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

Thanking you,

HoD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

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

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

ANNEXURE-II: Bid Rejection/Evaluation Criteria

ANNEXURE-III: Scope of Work, Terms & Conditions

ANNEXURE-IV: Price Format/Price Schedule

ANNEXURE-V: E-Bidding Instructions to Bidders

ANNEXURE-VI: Integrity Pact

ANNEXURE-VII: General Conditions of CONTRACT

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 or through mail (to moreshwar@dghindia.gov.in). Clarifications, if any, shall in no case be sought later than **2 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

6.0 AMENDMENT OF BID DOCUMENT

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

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

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

C. PREPARATION OF BIDS

7.0 SUBMISSION OF BID

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

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

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

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

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

- a. Scanned copy of the Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

- b. Tender document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-7.
- d. Duly signed Integrity Pact

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

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

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

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

- i) 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 7 of Annexure-I & Price schedule at Annexure-IV. The prescribed proforma at Appendices of Annexure-I, duly filled in and signed should be uploaded intact.

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

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

7.9 The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-7 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

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

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

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

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

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

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

8.1 Advice to bidders for avoiding rejection of their offers:

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

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

9.0 BID PRICES

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

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

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

9.4 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation

purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

9.5 Concessions permissible under statutes:

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

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

9.6 Income Tax Liability

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

9.7 GST Liability:

9.7.1 The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

9.7.2 The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.

9.7.3 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.

9.7.4 In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.

9.7.5 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect, or misleading: -

- a) DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

9.7.6 The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.

9.7.7 GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):

In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.

9.7.8 As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

10.0 PAYMENT TERMS: As mentioned in Annexure III.

11.0 MODE OF PAYMENT

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

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

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

12.0 VAGUE AND INDEFINITE EXPRESSIONS

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The Bid shall be valid for **120 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

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

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

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

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

e. SUBMISSION AND OPENING OF BIDS

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 service charges of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

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

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,
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 deadline 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.

f. EVALUATION OF BIDS

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- II**.

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
Not Applicable

g. 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 successful bidder must provide their acceptance to notification for AWARD within 72 hours from notification.

27.3 The notification of award will constitute the formation of the contract for AWARD.

28.0 Bid Security (Only in form of DD or Online transfer)

28.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 28.7. The amount of EMD to be submitted is Indicated in the NIT.

28.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of Bid Security.

- a. Bidder submits the copy of valid registration certificate issued by any of the registration authorities as above or Udyam Registration, as Micro or Small Enterprise.

28.3 Bidders not covered under Para 28.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. However, the bidder paying bid security via NEFT/RTGS/Electronic fund transfer shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

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

- i) Bank Demand Draft/ Banker's Cheque in favour of Directorate General of Hydrocarbons valid for 3 months from its date of issue. Bidder to submit hard copy of DD before bid closing date and time to the DGH office.
- ii) NEFT/RTGS/Electronic fund transfer to account of DGH as per following details:

Directorate General of Hydrocarbons

Account No. 65191279625

IFSC Code SBIN0050203

Bank Name: State Bank of India

Branch address: Shastri Bhawan, New Delhi

The bidder shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security amount to the designated account of DGH, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of DGH on or before due date and time of Tender closing. If required, DGH reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of DGH in this regard shall be final and binding on the bidder. In case amount has been credited to DGH's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction atleast 24 hours before bid closing date.

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

28.6 Subject to provisions in para 28.2 above, offers without Bid Security will be ignored.

28.7 The Bid Security shall be forfeited by DGH in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. DGH shall be entitled to demand and recover from bidder Liquidated damages amount plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

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

Note: The bid security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid security was made to DGH.

29.0 PERFORMANCE SECURITY: (In form of DD/Online transfer/Bank Guarantee)

29.1 Successful bidder shall submit the performance security, 3% of total contract value with validity 02 months beyond the duration of 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, in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

29.2 The performance security specified above must be valid as per time period mentioned above at 29.1, to cover the performance and obligations indicated under General Terms & Conditions/contract. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

BID SUBMISSION PROFORMA

Tender No.: HR-11018/2/2024-DGH/C-11188/ENQ/243 Bidder's Telegraphic Address :

Telephone No :

FAX NO :

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

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till **120 days from the date of closing of bid.**
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II**, and have thoroughly examined and complied with the "Scope of Work , Terms and Conditions" and "Schedule of Rates" etc. at **Annexure-III & 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.
4. I/We have signed the Integrity Pact with the bid for necessary compliances.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

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.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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 regardingto be entered into with Directorate General of Hydrocarbons (DGH).

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

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

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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

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

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

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

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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

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

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

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

1. Duly signed and scanned copy of Certificates/documents in accordance with Bid Rejection/Evaluation Criteria at Annexure-II of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly filled, signed, and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 5 &6) at Annexure-I.
4. 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.
5. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

B. List of Document(s) to be submitted offline in original:

Power of attorney (Sr. No. 4 above) is to be submitted offline in original before tender closing date and time.

BID REJECTION/ELIGIBILITY CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

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

B. BID ELIGIBILITY CRITERIA

1. Bidder should have minimum average Annual Turnover of Rs. 81 Lakh in the previous three financial year (F.Y 2021-22, 2022-23 & 2023-24). A certificate issued by registered CA may be submitted in this regard. The UDIN number shall be mentioned in the certificate issued by CA.
2. Bidder should have executed at least 02 no. projects with contract value not less than 45 Lakh for each contract of providing manpower services to central/ state government departments/ public sector undertakings/ autonomous bodies in last 03 F.Y (2021-22, 2022-23 & 2023-24).

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

3. The Bidder should have executed at least 02 No. projects with supply of 60 nos. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last 03 financial years (2021-22, 2022-23 & 2023-24).
4. Bidder should have an office in Delhi/NCR. Delhi or NCR Shop and Establishment Act License as proof of having office in Delhi/ NCR may be submitted in this regard.

Tie-Breaking criteria

If multiple bidders are emerged as L1, the bidder with highest average annual turnover of previous three financial years (FY 2021-22, 2022-23 & 2023-24) shall be considered for award of the contract.

B.1 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 service charge 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 Scope of Work and other terms and conditions at

Annexure-III 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 **120 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 confirm 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 straight away 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.
- i) Non submission of Integrity pact along with the bid, duly signed by the same signatory who signs the bid even after giving an opportunity after opening of techno-commercial bids.

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

General:

- 1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
- 2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract /

disqualification in case of violation.

3. To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected

SCOPE OF WORK AND OTHER TERMS AND CONDITIONS**1. SCOPE OF SERVICES:**

The contract for Office Management and Allied Services is meant for providing services as defined in this Scope of work, at DGH Office in New Delhi/NCR.

1.1 As on date the locations of office premises are as follows:

S.No.	Building/Location
1	DGH Office at Noida
2	DGH Scope Office at Delhi
3	DGH Office at Bhubaneswar

2. Types of Services Required:**Office Support Services**

2.1.1 The object of Office Support Services is to provide support services such as clerical, technical, IT, dispatch, PES, PS for the DGH executives in all the offices located in Delhi/NCR and Bhubaneswar. The services to be provided shall be as per the Scope of work as below:

- a) The services shall be provided during office hours and as and when required by the DGH Executives.
- b) Distribution of Dak/files to concerned persons/ officers of DGH.
- c) Collection of Dak for onward transmission from officers within the locations.
- d) Shifting, movement and taking care of items of office furniture/ other items of DGH executives from the one location to another.
- e) Filling drinking water for the executives and maintaining cleanliness etc.
- f) Escorting & Coordination with executives of DGH and their guests at and from events.
- g) Arranging movement of and assist in taking the executives/Guests from one point to another by appropriate vehicle(s)
- h) Support services in events shall include any business, promotion, social, or other function, workshop, meeting, seminar or other event organized by DGH or by anyone else in which DGH executives are involved as host(s), organizer(s), speaker(s), participants(s) or guest(s).

Office Management Services

2.2. The Office Management Services includes

2.2.1 Reception Services:

- a) Reception of guests and visitors at the concerned location(s)
- b) Receiving and screening guests/visitors as per the security instructions
- c) Directing guests/visitors and answering their queries and generally extending courtesies to them,
- d) Facilitating guests/visitors to interact with officers of DGH.
- e) All other services required to operate the Reception Desk on need basis at the concerned location(s)

2.2.2 Dak Management Services:

(i) Dak Services shall mean all service required for the management of receipt and distribution of Dak to and from the concerned location(s) and will include:

- a) Maintenance of Dak Receipt Records for all Dak received at the location(s)
- b) Sorting out incoming and outgoing dak;
- c) Supervising Distribution of Dak to the concerned persons/officers of DGH within the location(s);
- d) Supervising Collection of Dak for outward transmission from the persons/officers within the location(s)
- e) Sending speed post, courier, post etc. Apart from this, other file, paper, documents etc in large nos. are received & distributed every month.
- f) The daily collection of inter-office DGH Dak to and from the concerned location(s) within the city, including sorting out of inter-city received Dak at selected collection centers for onward courier inter-city transmission and the sorting out of inter-city received Dak at such centers for onward intra-city transmission.

ii) "Dak" shall include parcels, Packets, bundles and any other material to be collected or delivered through the courier or postal system.

iii) The service provider shall ensure that no Dak is opened or otherwise tampered with prior to delivery to the indented recipient, and the service provider shall indemnify the corporation and its officers from and against theft, pilferage, shortage, loss, destruction or damage arising out of or resultant from any tampering with the Dak.

2.2.3 Document Maintenance Services are intended to provide comprehensive services for the maintenance and preservation of the documents and records of DGH will include the following:

- a) Collection of documents;
- b) Marking and compliance of collected documents for filing and preservation;
- c) Shifting and stacking of documents for storage and/or distribution;
- d) Stitching of documents for storage and preservation
- e) Retrieval and distribution of documents as required;

f) **Specialized Drawing Services:** Specialized Drawing Services are intended to provide specialized services to DGH for preparing specialized drawing, graphs and tables based on geological, seismic and other data and information furnished by DGH relevant to its activities, and for the maintenance and distribution of such drawings/graphs/tables and the supporting data and information Knowledge of computer software on Training, Editing etc. and technical knowhow of modern official operation. Service Provider shall deploy/depute at the location(s) for the purpose of providing Specialized Drawing Services, personnel with the qualification, training and expertise necessary to provide such services.

2.2.4 The expression "Documents" includes;

- a) Maps, plans, drawings, sketches & design of all kinds;
- b) Documents, papers and other written or printed data on documents of all kinds
- c) Stationeries & other office stores.

2.2.5 The assisting to the DGH Officers in all kind of clerical work required as & when by DGH.

2.2.6 The services shall be provided at all offices during office hours and as and when required by DGH.

The service provider shall ensure that the Office Management Services & Office Support Services as per the Scope of work, shall be provided at minimum 126 nos. of service points ***(These 126 nos. of service points will consists of 18 nos. of Highly Skilled, 51 nos. of Skilled, 04 no. of Semi-skilled & 53 nos. of Unskilled Service points).***

3. Monthly emoluments to be paid by contractor to its employees and other compliance:

3.1 DGH has introduced a Fair Wage Policy for Contractor's employees working in DGH, which is to be implemented for the contractor's employees under this contract.

3.2 As per the Fair Wage Policy, the wages to be paid i.e. Minimum wages + 35% on minimum wages + Rs. 50 per working day +Protection Wages+20% on Protection Wage.

3.3 There will be no revision of individual wages during the currency of the present contract. Change in minimum wage by Central Government will be re-worked and differential amount of minimum wage will be communicated and released on the service provider's bill by DGH if any (including applicable tax)

3.4 The contractor's employees covered under Fair Wage Policy shall be paid as per the Fair Wage Policy. Statutory EPF @ 13.00% on monthly wage maximum limit of Rs 15,000/- (Employer's Contribution) and applicable statutory charges.

3.5 The categories of contractual manpower will be continue as existing and linked with certain skill sets defined as – highly skilled, skilled, semi-skilled and unskilled.

3.6 The Fair wage includes Applicable Minimum Wage which is subject to change on revision by the Central Government and contractor shall have to pay the above components under Fair Wage Policy on the applicable minimum wage as revised from time to time by notification by the Central Government.

- i. Applicable Minimum Wages (as notified by the Central Government from time to time) + 35% of Min. Wage as additional wage + Rs 50/- per working day + Protection Wages+20% on Protection Wage+Statutory EPF@ 12%, on monthly wage limit of Rs 15,000/- + Statutory ESI benefits.
- ii. Group Term Insurance for individual with cover/benefit of Rs. 5.00 lakh.
- iii. Group Accident Insurance for individual with cover/benefit of Rs. 5.00 lakh.
- iv. Group Gratuity cover through LIC to be obtained by the service provider for its employee. Such Group Gratuity cover shall be transferred to the succeeding contractor at the time, when the current contract terminates.
- v. Group Mediclaim Insurance for annual cover of Rs. 5.00 lakh for a family of four of each contractual staff.
- vi. Insurance for Accident (Compensation Liability under the Employees Compensation Act, 1923 for workers deployed in areas where ESI is not notified/extended or the individual draws wages beyond the monthly wage ceiling under ESI).
- vii. The above insurance policies & Group Gratuity be implemented w.e.f. start of contract.

3.7 Wage payment to the contractor's workers shall be made online by the contractor directly to the workers account.

3.8 The service provider is responsible for disbursement of wages to all the workmen deployed at various services points and shall ensure that no service point is left unattended.

3.9 The service providers shall make monthly payment to his workmen deployed to execute this contract such amount which shall in no case be less than what has been mentioned at Clause-3.1 in the Scope of Work as the case may be.

3.10 The service provider shall comply with all the applicable labour laws/other laws and any notification issued by the authorities from time to time.

3.11 Payment to service provider for providing extra services at various service points:

The service provider shall be paid extra, for the extra service provided in addition to the services provided during normal working hours at various service points as per the contract. These extra services shall be provided by the service provider as and when required by DGH at the

designated service points. The Service provider shall be paid for work beyond 9 hrs a day or 48 hrs a week @ twice the ordinary rate of the wage as per Mines Act 1952.

3.1 LEAVE: The contractor has to provide leaves to its employees deployed as per Labour Law applicable and should ensure uninterrupted services.

3.2 It shall be the responsibility of the service provider to ensure that the services are provided at all service points as required under the contract. In case of any absence, the wages for the day/period will be deducted from the monthly bill submitted by the contractor to DGH.

3.3 The contractor shall make payment of wages to its employees through NEFT transfer/e-payment directly to their bank account on or before 7th day of the following month failing which a penalty of Rs 10,000/- per day of delay will be levied.

3.4 Proof of payment of monthly wages and deposit of monthly EPF contribution through Electronic Challan cum Receipt (ECR)/Bank challans will be provided by the contractor to DGH, along with Form 6 under ESI Act. Such proof/records of deposit related to previous month will be provided along with the bill for the subsequent month with list of employees for which deposit have been made with their allotted EPF/ESI number.

4 DEPLOYMENT

4.1 The service providers shall deploy the workers for the execution of this contract who are properly qualified and experienced in the required jobs and skill category as per the scope of work. All personnel/employees/workmen employed by the Service Provider shall be adults with good health and sound mind. The workers deployed by the service provider for execution of the contract shall not be a minor or above the age of 60 years at any point of time during the contract period.

4.2 The bidder will be required to give preference to and engage the existing experienced contract labour, subject to their willingness. Such engagement can be terminated on the following grounds:

- (i) On attaining the age of superannuation i.e., 60 years;
- (ii) Concerned individual workman is unfit to work and his removal on health grounds can be taken up after proper medical check-up and payment of statutory dues;
- (iii) On disciplinary grounds after conducting proper enquiry by the service provider as per procedure/law following the principles of natural justice;
- (iv) Concerned individual workman has abandoned the job on his own or is absent for a long time; and
- (v) On reduction in activities of the company/closure of the establishment.

4.3 The personnel/employees/workmen of the Service Provider shall be liable to security search by the Security Staff/Agencies deployed by DGH.

4.4 The Service Provider shall deploy fully qualified competent and trained workers as required for the service points. The service provider shall at their own cost ensure that its supervisors and employees/workmen are rendering services and the responsibility and obligations undertaken by them are carried out to the satisfaction of the DGH.

4.5 The Service Provider as an employer of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfill their obligations under this agreement.

4.6 The employees/workmen employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider shall be free to transfer its employees / workmen in accordance with their needs, provided always that adequate and necessary number of employees/ workmen are deployed by the Service Provider for fulfillment of their contractual obligations under this agreement.

4.7 It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as

may be considered necessary.

4.8 Normal working hours for providing services at office locations shall be normal office hours and as per the applicable laws.

4.9 The contractor shall comply with the directives on reservation for SC/ST communities in employment issued by the Government of India from time to time.

5 MOBILIZATION:

5.1 The Service Provider should mobilize all his resources to start of the Services to be rendered under this contract within **7-10 days** from the date of Letter of Intent/ Letter of Award

5.2 The mobilization will be accepted subjected to the submission of the following documents

(a) Proof of submission of application for Labour License for providing the services under this contract to the concerned authority.

(b) Undertaking to establishment of office in Delhi with required facilities for communication.

(c) Deployment of adequate personnel and all other resources for execution of the services as per Scope of Work. It is the sole responsibility of the Service Provider to provide all required details of the personnel including Employment Card/ Appointment Letter, ID Proof, Police verification reports well in advance to DGH failing which entry of such personnel will be restricted in Office premises of DGH.

(d) Undertaking that the Service Provider has obtained all necessary permissions/clearances/license under all applicable acts/regulations/instruction as required to start and execute the services.

(e) Undertaking that the Service Provider has followed all the statutory requirements including labour laws in hiring the personnel being deployed against this Contract.

5.3 The effective date of commencement of this contract will be from the date of deployment / mobilization of services as per the contract

5.4 The Service Provider must have an office in India and their local office in **Delhi/ NCR** along with telephone no., tele-fax, e-mail ID etc to facilitate round the clock contact through out the entire duration of the contract. Otherwise the Service Provider must establish an office with a facility to contact round the clock and throughout the year in Delhi/ NCR within **30 days** from the date of placement of LOI/NOA. In this respect the bidder should provide an undertaking in the Bid matrix.

6. IDENTITY CARD

6.1 The Service Provider's personnel should be smart, polite and with sound health / medically fit. It shall be the responsibility of the Service Provider to ensure that their employees should always wear clean, neat and tidy dresses while on duty.

6.2 Each of the personnel deployed should wear identity card issued by the Service Provider with his/her name distinctly visible.

7. RECORDS AND REPORTS

7.1 The Service Provider shall maintain all statutory registers, records, wage/pay sheets etc. and shall be responsible for producing all records for inspection under different statutes by the concerned authorities. The Service Provider shall also comply with all labour laws as enacted by State Governments / Government of India.

7.2 The Service Provider shall at all times maintain and when required, submit their records, registers of books connected with the execution of the contract for checking to a duly authorized office of the DGH for inspection so as to determine whether or not the Service Provider is complying with the terms and conditions of this agreement provisions of the laws that may be applicable.

a) Complaint book in each building — to be produced for daily checking to the authorized officials from DGH

b) All Records as per Contract Labour (Regulation & Abolition) Act, 1970.

8. COMPLIANCE OF LAWS

8.1 The Service Provider shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules and regulations, and notifications whether from Central or state or local bodies at his cost and risk in respect of staff employed by him and will maintain records as per statutory requirements. If due to any reason whatsoever DGH is made liable for any liabilities, it shall be payable by the Service Provider to DGH and also such liabilities shall be recoverable by DGH from dues payable to the Service Provider and from security deposit of the Service Provider with DGH or by invoking the contract performance bank guarantee. This shall be without prejudice to any other alternatives which DGH may exercise under any other provisions of this Contract or law.

8.2 The Service Provider shall pay and meet all expenses, arising out of or as a consequence of various provisions in the aforesaid Acts and statutes.

8.3 The Service Provider shall issue annual statement of PF accounts to the workmen under intimation to DGH. A copy of the annual Statement of PF Accounts needs to be submitted to the DGH within the stipulated time limit as purported in the Act.

8.4 The Service Provider shall be solely responsible as regards salary / wages and service conditions and terms extended by the Service Provider to their employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders applicable to the Service Provider and its employees/workmen in general and in particular, laws, enactment rules and regulations and order dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948 and Safety regulations. Regulations relating to employment of female work force, security requirements and

such other rules and regulations as may be applicable at hereafter.

8.5 The wages paid by the Service Provider to their employees / workmen shall be fair and in no case is less than the wages prescribed under the Minimum Wages Act read with other relevant statutes, as prescribed by the State Govt. from time to time.

8.6 The Service Provider shall be responsible for settlement of any claims / dues incase, of any of the Service Provider's employee dies or sustain injury or damage or loss either to his person on his property in accordance with the provisions of law. The Service Provider shall have to take necessary and relevant insurance coverage for all their employees / workmen in this regard.

8.7 The Service Provider shall be responsible for the payment of its employees for their engagement for providing extra duties more than the prescribed hours as laid down under the relevant Central / State Rules.

8.8 It will be obligatory on the part of the Service Provider to disburse monthly wages/wages to his workmen in presence of authorized representative of Principal

Employer/DGH and obtain signatures on the attendance roll/wage disbursement register as per the relevant Act.

8.10 Service Provider shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this Contract and Service Provider shall abide by these laws.

8.11 Service Provider shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

8.12 The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

8.13 The Service Provider shall apply, within 7 days from the date of award of the contract, to appropriate Labour Authority for Labour License to provide the services and shall submit the copy of the Labour Licenses along with the first bill.

8.14 The Service Provider shall deposit PF & ESI contribution (both employee's & employer's contribution) with the concerned authorities under separate challan exclusive for this contract. The copies of PF & ESI challan duly self attested by the service provider along with the self certified list of employees covered under the challan shall be submitted to DGH along with his monthly bill for following month, as a proof.

8.15 Contractor shall issue pay-slip to every worker every month and submit a copy of the pay-slips to DGH along with monthly invoice.

8.16 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor has to keep the DGH and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.

8.17 Contractor has to provide Universal Account Number (UAN) of each contractual employee for online viewing of PF Account.

8.18 The contract will be effective for two years from date of Letter of award (or

otherwise any other date confirmed by DGH whichever is later).

8.19 ESI (if applicable) Smart Card to be issued to individual employee within one month of signing of the contract.

9. PAYMENTS UNDER THE CONTRACT:

9.1 The service provider shall be paid for rendering the services as per this contract on monthly basis. The contractor shall be paid the amount/ service charge which is quoted by him in the price bid. In addition to this he will be paid for providing extra duties at various service points on actual/requirement basis as per the rate mentioned in the scope of work. Applicable taxes will be paid extra by DGH.

Any additional financial implication arising out of payment as per Fair Wage Policy or payment on decrease/ increase minimum wage under clause- 3 in the Scope of work, shall be adjusted /paid by DGH in the monthly bill of the service provider along with the applicable tax.

9.2 The service provider shall raise the bill for providing various services under the contract on monthly basis. The service provider shall attach all the relevant documents in support of his bill raised. The payment under contract will be released within 15 days for undisputed claim from the date of submission of bill.

9.4 The service provider shall arrange to submit the documentary evidence in support of disbursement of wages its workmen deployed for delivering services under the contract. The monthly payments will be processed only on receipt of documentary evidence for having released the wages to the workmen deployed by the service provider.

9.5 The service provider will have to remit the requisite statutory payments like EPF & ESI with the statutory authorities. Such remittance in respect of the workmen deployed by the service provider in the premises of DGH shall be communicated along with the monthly bills. The proof of remittances with statutory authorities like EPF/ ESI exclusively in respect of the workmen engaged by the service provider for DGH is essential for releasing the monthly payments.

9.6 In the bill for the first month, the service provider shall submit along with self attested copies of an application made for labour license before the licensing authority under Central Government and of signed Wage disbursement sheet by its employees for this contract as a proof of disbursement of wages.

From the second monthly bill onwards, the service provider shall submit along with self attested copies of EPF and ESI Challan (along with Form – 6 under ESI Act) for the previous month remittance of contribution and a certified list of its employees covered under the challans under this contract. The service provider shall also provide copy of valid labour license for the contract in its second monthly bill.

9.7 An affidavit from the service provider certifying the payments/contributions (EPF /ESI etc) shall be prerequisite to the periodical payment of bills/invoices of the Service Provider.

10 RECOVERIES THAT WILL BE MADE FROM SERVICE PROVIDER FOR NON-COMPLIANCE OF

CONTRACTUAL PROVISIONS

10.1 In case on non-performance or poor service by the Service Provider, DGH may, at its discretion, recover penalties upon recommendation of Authorized Representative. In the event of appeal, the decision of DGH office shall be final and binding upon the Service Provider.

10.2 The following penalties will be charged from the service providers for any unsatisfactory services/ lapses during execution of the contract (Based on written complaint):

Sl. No	Description	Rates
1	Unsatisfactory Office Support Services	Rs.200.00 per Service point per day
2	Unsatisfactory Office Management Services	Rs 200.00 per Service point per day
3	Not providing services at designated service point	Rs 100.00 per service point per day in addition to clause - 3.7
4	Non remittance/deposit of statutory dues upto the following month, for which challan to be submitted in following month	Rs 1000/- per week delay. Besides this if the service provider fails to remit the statutory dues within 30 days of the following month, Rs 5 lakhs from the subsequent bills of the service provider will be withheld.
5	Delay in disbursement of monthly wages, beyond 7th working day of next month	Rs 10,000/- per day.
6	Non-compliance of contractual provision	Rs 3,000/- per instance.
7	If the Service Provider fails to disburse Fair Wages to his workmen by the prescribed date as notified, a penalty of 30% of Total Manpower cost of the Service Provider, will be deducted from the dues payable to the Service Provider. This is without prejudice to any other option available before DGH under any of the terms and conditions of this agreement, as well as the provisions of the Contract Labour (R&A) Act, 1970.	

11. SPECIAL TERMS & CONDITIONS RELATED TO SCOPE OF WORK

11.1 DGH has introduced a Fair Wage Policy for Contractor's employees working in DGH which is to be implemented for the Contractor's employees under this contract.

11.2 The contractor's employees who were deployed by the previous contractor for DGH work shall be deployed in the present contract by the service provider. The nos of such contractor's employees are 126.

11.3 The bidder while quoting in the price, shall consider the entire scope of work, nos of service points stipulated in the scope of work where services are required to be

provided, the skill set category required at various service points, the amount of wages etc to be paid to its employees as per the terms of contract.

11.4 For quoting in the price, the bidder shall consider the financial implication for payment of its employees as per the wage component mentioned at clause- 3.2 above in the scope of work for the entire 126 service points as per the scope of work. Any additional financial implication arising out of payment as per Fair Wage Policy or payment on increased minimum wage under clause- 3.2 above in the scope of work, shall be paid by DGH in the monthly bill of the service provider along with the applicable tax.

The payment towards providing extra duties at various service points will be paid extra on actual basis. Applicable taxes will be paid extra.

11.9 Change in location/ change in the required services

1. In case there is any change in locations (Hiring/de hiring of locations or shifting in DGH owned locations), the services shall be extended at the new locations under the same rate, terms & conditions of the contract for the same nos. of service points.

2. The required service points may also be increased or decreased from the contract service points as per the requirement of DGH. In case of any increase or decrease in the service points in the contract, the contract amount may also be increased or decreased proportionately in the contract value.

Price Format/Price Schedule

Please refer next page for Price Format/Price Schedule

Item Wise BoQ

Tender Inviting Authority: DGH

Name of Work: Hiring of Manpower Services (Highly Skilled/Skilled/Semi Skilled/Unskilled) for 02 months (+1 month extendable) in DGH Noida

Contract No: HR-11018/2/2024-DGH/C-11188/ENQ/243

Name of the Bidder/ Bidding Firm/ Company :	
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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. E

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER	NUMBER #
Sl. No.	Skill Category	Service Points	Units	Total Wages per month (A)	Employer Contribution of PF Amount on PF Ceiling Rs. 15000 * 12%+1% administrative charge = 1950 (B)	*Optional Allowance 1 (Insurance Cost @ 1952.38) ©	Service charge not less than 3.85	Total Amount in Rs. P	TOTAL AMOUNT including taxes Rs. P
1	Estimated Cost for 03 Months								
1.01	Highly Skilled	18.00	Nos	11,07,514.92	35,100.00	35,142.84		11,77,757.76	11,77,757.76
1.02	Skilled	51.00	Nos	26,10,812.58	99,450.00	99,571.38		28,09,833.96	28,09,833.96
1.03	Semi-Skilled	4.00	Nos	1,77,737.68	7,800.00	7,809.52		1,93,347.20	1,93,347.20
1.04	Unskilled	53.00	Nos	24,68,237.24	1,03,350.00	1,03,476.14		26,75,063.38	26,75,063.38
2	Total	126.00	Nos	63,64,302.42	2,45,700.00	2,45,999.88		68,56,002.30	68,56,002.30
2.01	Wages Estimate for one month							63,64,302.42	63,64,302.42
2.02	Wages Estimate for 01 month (A)							63,64,302.42	63,64,302.42
3	Other Charges								
3.01	BEstimated Employer PF Contribution for 01 month (B)							2,45,700.00	2,45,700.00
3.02	Estimated Optional allowance 1 (Insurances & Group Gratuity etc.) 01 month (C)							2,45,999.88	2,45,999.88
3.03	GST 18% on (A+B+C+D)							12,34,080.41	12,34,080.41
3.04	Service Charge @3.85% on (A+B+C+D)							-	-
3.05	Estimated OT amount 01 month							6,00,000.00	6,00,000.00
3.06	Estimated Other Charges Total							23,25,780.29	23,25,780.29
3.07	Estimated amount for 01 month							86,90,082.71	86,90,082.71
3.08	Estimated amount for 02 months							1,73,80,165.42	1,73,80,165.42
3.09	Estimated amount for 03 months							2,60,70,248.13	2,60,70,248.13
Total in Figures									2,60,70,248.13
Quoted Rate in Words		INR Two Crore Sixty Lakh Seventy Thousand Two Hundred Forty Eight							

Bidder's are required to QUOTE service charges at Column M row 25

* Optional Allowance 1 (Insurance Cost)-Rs1952.38 based on existing rates defined in the term & conditions of existing contract.

Important Note –

i) The service charges tab of BoQ excel sheet/Price schedule/price bid of the bid document is frozen to minimum of **3.85%** i.e. bidders are required to quote service charges as 3.85% or higher. Please note Service charge for minimum wage based manpower outsourcing services are presently fixed at 3.85% vide Dept of Expenditure OM no No. F/6/1/2023-PPD. All bidders are requested to go through the circular.

ii) **Tie Breaking clause** - If multiple bidders are emerged as L1, the bidder with highest average annual turnover of previous three financial years (FY 2021-22, 2022-23 & 2023-24) shall be considered for award of the contract.

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 perspective:

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

3. Digital Certificates:

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

4. Registration:

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

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

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

- (I) Submission of 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, OIDB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) 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), 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:
 - b. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - c. 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.
 - d. 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.
 - e. 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.

INTEGRITY PACT (To be submitted by all participating bidders along with the bid)

INTEGRITY PACT

Between

Directorate General of Hydrocarbons hereinafter referred to as **“The Principal,”**

And

(Name of the bidder) _____ hereinafter referred to as **“The Bidder/ Contractor.”**

Preamble:

The Principal intends to award contract/s for “ENGAGEMENT OF EXPERT SERVICE PROVIDER FOR PREPARING TECHNICAL DOCKET FOR PROMOTION OF OALP BID ROUNDS”, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder/ Contractor

1) The Bidder/ Contractor commits themselves to take all measures necessary to prevent corruption. The Bidder/ Contractor commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder/ Contractor shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

- b. The Bidder/ Contractor shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The Bidder/ Contractor shall not commit any offence under the relevant IPC/PC Act; further, the Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/representative must be in Indian Rupees only.
- e. The Bidder/ Contractor shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- g. The Bidder/ Contractor shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder/Contractor, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action to debar the Bidder/Contractor from participating in the future procurement processes.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like Section 3 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

a. In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- b. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- c. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractor as confidential. They report to the Management of the Principal.
- 3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(Office Seal)

Place ----- Date -----

Witness 1: _____

(Name & Address

(For and on behalf of Bidder/ Contractor)

(Office Seal)

Witness 1: _____

(Name & Address

GENERAL CONDITIONS OF CONTRACT

(Notification of AWARD will be governed by following applicable general terms & conditions)

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 (As applicable during the award of need based assignments by DGH)

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 WORKS / OPERATIONS:

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

1.12 DRAWINGS: (If Applicable)

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.

1.13 SPECIFICATIONS:

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

1.14 INSPECTORS: (As Applicable)

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.

1.15 TESTS: (As Applicable)

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.

1.16 FACILITY:

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

1.17 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.

1.18 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

1.19 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.

1.20 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,

1.21 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:

Refer Scope of Work

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

Refer Scope of Work

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

4.1 Perform the work described in the Scope of Work / Technical Specifications 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 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

Refer Scope of Work

7.0 WARRANTY AND REMEDY OF DEFECTS

7.1 Contractor warrants that they shall perform the work in a first class and professional manner and in accordance with the highest degree of quality, efficiency and in conformity with all specifications, standards 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.

8.0 NOTICES AND ADDRESSES:

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

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

8.1 Directorate general of Hydrocarbons

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

(b) For reports and payments: HOD (Legal) Directorate General of Hydrocarbons, OADB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax.....

9.0 DUTIES AND POWER /AUTHORITY:

9.1 NA

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the services.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the services and on any matter pertaining to the service.

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

11.2 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.

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 .

11.3 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.

11.4 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 (if applicable) and fees for 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 (If applicable)

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 (If applicable)

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 (If applicable)

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

Not Applicable

15.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe manner.

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

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 [As APPLICABLE]

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

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

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

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

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

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

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, 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 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.~~

21.6 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.4 and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

21.7 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated.

21.8 Consequences of termination

21.9.1 Upon termination of the Contract, the Contractor shall return all information/data to DGH. Additionally, any such information/data available on servers or in soft copies shall be deleted.

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

21.8.3 In case of termination of Contract herein set forth, except under 21.1, 21.2, 21.5 and 21.6, following actions shall be taken against the Contractor;

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

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

22.0 SEVERABILITY

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

23.0 WITHHOLDING

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of: 23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

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

23.1.3 Defective work not remedied by the Contractor.

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

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

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

- (i) Garnishee order issued by a Court of Law in India.
- (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
- (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, earthquakes, 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.

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 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
