



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)

INVITATION FOR BID
(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Printing of NIO and Geo scientific Information book for NELP-IX** under Single Bid System from the known DAVP approved Category A printers whose names are as mentioned under:

1. M/s. Ajanta offset & Packaging Ltd., New Delhi
2. M/s. Aravali Printers & Publishers (P) Ltd., New Delhi
3. M/s. Brijbasi Art Press Ltd., Greater Noida
4. M/s. Delhi Press., New Delhi
5. M/s. Gopsons Papers Ltd., Noida
6. M/s. International Print-O-Pac Ltd., Noida
7. M/s. Nutech Photo Lithographers, New Delhi
8. M/s. Paras Offset Pvt. Ltd., New Delhi
9. M/s. Press Tech Litho Pvt. Ltd., Noida
10. M/s. Rakesh Press., New Delhi
11. M/s. Rave Scans Pvt. Ltd., New Delhi
12. M/s. Thomson Press (India) Limited, New Delhi

However Bid Document may also be issued to those printers who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should, however, be received (preferably by fax or in person) within 04.06.2010 by the HoD (MM), DGH, C-139, Sector 63, Noida -201 301, (Ph No: 0120-4029400, Fax No: 0120-4029410) to issue the bid document. Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

1. The vendor must have executed at least ten orders for printing of 1000 copies or more of Reports / Books / Magazines with multiple colour pages (pages not less than 250) during past one year.
2. Vendor must have successfully completed at least one single order of printing Brochures / Magazines / Reports of any organization in the last three years of the value of Rs 25 lacs.

3. The vendor must have complete in-house facilities for executing print orders and must have the following infrastructure:
 - a) Work stations with latest PC, Pre Press and processing units.
 - b) Electronic Imposition.
 - c) Proofing stations – Latest technology.
 - d) Output Station - CTP with thermal plate making facility.
 - e) Printing machines – Sheet fed of top class working condition.
 - f) Binding Machines – Automatic online.
 - g) Pasting Facility – Press premises to have better control on service and time.
4. Vendor must have completed time bound projects for printing Reports of more than 1000 copies (of 250 pages each) within a week.
5. Vendor must have in-house Designing facilities.
6. The vendor must have complete in-house facilities for providing the E-Version of the text with all linking files on an autorun CD.

Documents to be submitted in support of PQC:

Note: Necessary supporting documents need to be attached along with the bid for all above items ie Notary attested copy(s) of Work order(s) and their Completion certificate(s) from clients clearly indicating the completion date and completion cost. Bidder to ensure that all the requisite information is available in the provided documents.

To,

Bid Document No.

DGH/NEL-IX/PRIN.NIO/003/2010/ENQ-009

Date: 26/05/2010

Bid Closing Date: 18/06/2010

Time: 1400 Hrs

Bid Opening Date: 18/06/2010

Time: 1500 Hrs

Sub:- Tender for Printing of NIO and Geo scientific Information book for NELP-IX

Dear Sirs,

1. DGH invites you to submit your lowest price for printing and supply of "NIO & Geo Scientific Information book for NELP-IX" as per specifications enclosed vide Annexure-II.
2. Please arrange to send your quotation in sealed envelope, super-scribed with the above mentioned enquiry No. and closing date so as to reach our office at following address before the closing date and time. Any quotation received after the closing date and time will not be considered. The quotation should be dropped in the tender box placed at reception of our office at following address:

HOD(MM)
Directorate General of Hydrocarbons
C – 139, Sector- 63
Noida - 201301

3. **BID EVALUTION CRITERIA / Price Evaluation Criteria** as per Annexure-I.
4. Rate should be quoted on FOR destination basis in the price format enclosed vide Annexure III.
5. The bidder shall submit the bid along with Rs. 16,000/- (Rupees Sixteen Thousand only) as earnest money deposit by way of demand draft/bankers cheque in favour of Directorate General of Hydrocarbons, New Delhi, failing which the bid will be rejected. Earnest money shall be refunded to all unsuccessful bidders after finalization of tender.
6. Successful bidder shall be required to submit a security deposit @ 7.5% of the cost of total contract/order value through demand draft in favour 'Directorate General of Hydrocarbons' payable at New Delhi or bank guarantee within 21 days of placement of LOI/order valid upto 1 month beyond the completion of the job. The

security deposit will be discharged by the DGH and returned to seller, within 30 days from the date of completion of the setter's performance obligation, including warranty obligation, under the contract/order. The proceeds of the performance security shall be payable to purchase as compensation for any loss resulting from the seller's failure to complete his obligations under the contract/order.

7. Your offer should be valid for a period of 120 days.
8. 100% payment will be released within 30 days after satisfactory completion of entire job and safe delivery of materials in DGH office. The payment will be on the basis of the actual volume of work done as per quoted rates.
9. Tax will be deducted at source under works Contract Tax, Income Tax Act etc. per Govt. rules.
10. The entire work should be completed as follows after receipt of all input materials from DGH.
Designing: within 5 days from date of handing over of the Job after LOA.
Printing Job: within 5 days from date of approval of design by DGH.
This works relates to launch of NELP IX by Gol. The date of handing over of Job will depend on the launch date of NELP by Gol. This is likely to be finalized within the sought validity period of the bids.
11. Sample of Materials/Books can be seen in DGH office during working hours.
12. Default in delivery / Liquidated damages:
 - 12.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.
 - 12.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.
13. No increase in price on any score shall be entertained by DGH.

14. **FORCE MAJEURE**

14.1 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the

DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

- 14.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.
- 14.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.
- 14.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning and estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim.
- 14.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 14.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. Unless directed by the DGH in writing, the Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 14.7 Either party will have the right to terminate the Contract with a 15 day prior written notice if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

15 **TERMINATION**

- 15.1 Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

- 15.2 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of *Force Majeure* under clause 14.7 hereinabove.

- 15.3 Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a

notice in writing have the right to terminate the contract and all the contractor's right and privileges hereunder, shall stand terminated forthwith.

15.4 Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

15.5 Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

15.6 Termination due to delay:

Beside others, DGH can terminate the contract under following conditions:

- Delay beyond two months in completion of contracted work beyond the scheduled completion date

15.7 Consequences of Termination:

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

15.8 If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

15.9 Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

15.10 Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 15.1 to 15.7 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and

other charges including demobilization charges if provided for in the contract as per the contract up to termination.

15.11 In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

16 **ARBITRATION**

- 16.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.
- 16.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- 16.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.
- 16.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 16.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 16.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 16.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.
- 16.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other

expenses incidental to the arbitration proceedings shall be borne equally by the parties.

- 16.9 Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

17 **APPLICABLE LAWS**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

18 **TAXES AND LEVIES**

- 18.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 18.2 The quoted price shall include all the taxes including Service Tax if applicable and Income Tax, levies, duties etc. shall be borne by the Contractor.
- 18.3 Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

19 **CONFIDENTIALITY OF INFORMATION**

All information and maps obtained by Contractor from the DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

20 **HOLIDAY**

- 20.1 DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, The same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

22. NOTICES:

22.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :

Company

a) **For Contractual Matters**

HoD (MM)

Directorate General of Hydrocarbons
C-139, Sector 63
Noida – 201 301, INDIA
Tel No. 91-1204029400
Fax No. 91-120-4029410
Email: mm@dghindia.org

b) **For Technical Matters**

HoD (NELP)

Directorate General of Hydrocarbons
C-139, Sector 63
Noida – 201 301, INDIA
Tel No. 91-1204029400
Fax No. 91-120-4029410
Email: mm@dghindia.org

c) **Contractor**

E Mail id:

Fax No. :

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Yours faithfully

(Sanjeev Nanda)
HOD (MM)

BID EVALUTION CRITERIA / Price Evaluation Criteria

BID EVALUTION CRITERIA

A. Vital criteria for acceptance of bids: -

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

B. REJECTION CRITERIA

B.1 Technical rejection criteria

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

B.1.1. Bid should be complete in all aspects covering entire scope of supply for each group/category of items quoted and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

B.1.2. The vendor must have executed at least ten orders for printing of 1000 copies or more of Reports / Books / Magazines with multiple colour pages (pages not less than 250) during past one year.

B.1.3 The vendor must have complete in-house facilities for executing print orders and must have the following infrastructure:

- a) Work stations with latest PC, Pre Press and processing units.
- b) Electronic Imposition.
- c) Proofing stations – Latest technology.
- d) Output Station - CTP with thermal plate making facility.
- e) Printing machines – Sheet fed of top class working condition.
- f) Binding Machines – Automatic online.
- g) Pasting Facility – Press premises to have better control on service and time.

B.1.4 Vendor must have completed time bound projects for printing Reports of more than 1000 copies (of 250 pages each) within a week.

B.1.5 Vendor must have in-house Designing facilities.

B.1.6 The vendor must have complete in-house facilities for providing the E-Version of the text with all linking files on an autorun CD.

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

B.2.1. Acceptance of terms and conditions:

The bidder must submit an undertaking along with their techno-commercial bid that all conditions of the tender document including the instructions to bidders are acceptable to them unconditionally.

B.2.2. Offers of following kinds will also be rejected:

- a) Offers made without Bid Bond /Bank Guarantee/Earnest money along with the offer
- b) Telex/ Telegraphic /Fax/ E.Mail/ Xerox/ Photo copy offers.
- c) Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of bid.
- d) Offers where prices are not firm and / or with any qualifications.
- e) Offers which do not conform to DGH's price format.
- f) Offers which do not conform to the delivery/completion period indicated in the bid document.

C. Price Evaluation Criteria

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

2.0 Evaluation of the bid will be made on the Total Cost Basis.

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

4.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates"

D. General

D.1. **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 such offer without considering discount is found to be lowest, DGH shall avail of such discount at the time of award of contract.

D.2. The bidder/contractor is prohibited from offering 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.

D.4. Bidder to note that any other point which arises at the time of evaluation will be decided by DGH.

D.5. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

TERMS OF REFERENCE / SCOPE OF WORK
SPECIFICATION OF THE ITEMS

(A) SET OF 4 BOOKLETS

Size	8.25 x 10.75" (Finished)
Colours	Cover - 4 Colour & Foil Stamping of Ashoka Emblem with Text matter on front cover only
No. of pages	1. 48 pages Text & 4 pages cover (NIO) – 4 colours 2. 144 Pages Text & 4 pages cover (MPSC) - 1 colour 3. 16 pages Text & 4 pages cover (Petroleum Tax Guide) - 1 colour 4. 16 pages Text & 4 pages cover (Site Restoration Fund) -1 colour
Paper	1. Text – 130 GSM Century Maplitho for Sl. No. 1 in the above row 2. Text - 90 GSM Century Maplitho for Sl. No. 2, 3 & 4 in the above row 3. Cover- 300 GSM Imported Art Card
Binding Book	1. Section Sewn cover drawn on, Outer cover laminated for 144 pages book (Sl. No. 2 in the 3 rd row of this table) 2. Centre stitched & outer cover Matt Laminated for other books
Quantity	1000 copies of set of 4 book lets
Inputs	MSS will be supplied by DGH. Composing to be done by firm/printer.

(B) FOLDERS TO KEEP SET OF 4 BOOKLETS

Size	21 x 27" (Open)
Colours	4 colours on outer side only
Paper	400 GSM Duplex Board
Binding	Die cutting, Creasing, Folding & Pasting & Foil Stamping of Ashoka Emblem with Text matters on front side of the folder
Quantity	1000 copies
Inputs	Designing will be done by firm/printer as desired by DGH.

(C) SINGLE BOOK OF NIO

Size	8.25 x 10.75" (Finished)
Colours	1. Cover - 4 Colour & Foil Stamping of Ashoka Emblem with Text matter on front cover only 2. Inside pages - 4 colours
No. of pages	48 pages Text & 4 pages cover (NIO) – 4 colours
Paper	1. Text - 130 GSM Century Maplitho 2. Cover- 300 GSM Imported Art Card
Binding Book	Centre stitched & outer cover Matt Laminated
Quantity	400
Inputs	MSS will be supplied by DGH. Composing to be done by firm/printer.

(D) SOFT COPY OF (A) ABOVE (CD – ROMs, INLAYS & COVER)

- a. **Job No. 1:** Replication charges for CD-ROM including cost of CD + CD box + Sticker on CD
Quantity : 1500
- b. **Job No. 2:** Text pages development in HTML format including complete link, sub-link, user friendly buttons, print facility & built in Acrobat reader
- c. **Job No. 3: CD Inlays cards**

Size	4.875 x 10.75" (Open-Total 2 pcs)
No. of pages	1 sheet one side printed
Inputs	Composing to be done by firm/printer.
Paper	225 GSM Imported Art Card
Colour	4 Colour on one side + Gold foil stamping of Ashoka Emblem
Quantity	1500 copies
Fabrication	Cut to size & 2 creases on one piece, inserted in CD box

d. Job No. 4: CD packet sticker

Size	6.75 x 15.75" (Open)
No. of pages	1 sheet one side printed
Inputs	Composing to be done by yourself.
Paper	130 GSM Sinarmas chromo Art Paper
Colour	4 Colour on one side + Matt Lamination + Gold foil stamping of Ashoka Emblem & Text
Quantity	1500 copies
Fabrication	Cut to size & pasted on CD envelopes as advised by DGH.

(E) GEOSCIENTIFIC INFORMATION BOOK FOR NERP-IX

Size	8.25 x 10.75" (Finished)	
Colours	4 Colour Throughout	
No. of pages	72 pages Text + cover	
Paper	Text - 130 GSM Imported Art paper Cover - 300 GSM Imported Art Card	
Binding	Perfect bound, outer Cover gloss laminated	
Quantity	1000	
Inputs	Complete job in CD will be supplied by DGH. processing & page planning to be done by firm/printer.	Designing,

Special Instructions:

- (1)** Packaging & Forwarding: Package in Kraft Paper & delivery up to DGH office, Sector-73/63, NOIDA
- (2)** DGH authorized representatives can visit the printers premises/works for Physical Verification of in house facilities and progress of the awarded work at all stages.

Annexure III**PRICE FORMAT****(A) Set of booklets, Single book & Folders**

SI No	Description	Quantity	Lumpsum cost in Rupees*	Rate for every additional 4 pages (if required to be increased or decreased) in Rupees*
1	SET OF 4 BOOK LETS as per (A) of Annexure-1	1000		
2	FOLDERS TO KEEP SET OF 4 BOOKLETS as per (B) of Annexure-1	1000		
3	SINGLE BOOK OF NIO as per (C) of Annexure-1	400		

(B) Soft Copy on CD (CD-ROMs, INLAYS & COVER) as per specification given in (D) of Annexure-II

SI No	Description	Quantity	Total Amount in Rupees*
1	Job No.1 (As per item D of Annexure-1)	1500	
2	Job No.2 (As per item D of Annexure-1)	Lumpsum	
3	Job No.3 (As per item D of Annexure-1)	1500	
4	Job No.4 (As per item D of Annexure-1)	1500	

(C) Geoscientific Information Book For NELP-IX

Description	Quantity	Rate for 72 pages plus cover page in Rupees*	Rate for every additional 4 pages (if required to be increased or decreased) in Rupees*
Designing & Printing of Geoscientific Information book of 72 pages + cover	1000		

*Inclusive of packaging charges ___ freight charges ___ sales tax ___ service tax ___.

Note:

1. Rates quoted should be inclusive of packaging charges, freight charges, sales tax, service tax, etc. The rate of Taxes included above shall also be indicated in price format.
2. Rates quoted for under (A), (B) & (C) will be evaluated separately and Purchase order may be placed separately for items under (A), (B) & (C)