



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

INVITATION FOR BID
(Indigenous Limited Tender)

Bid Document No.: DGH/MM/ENQ/ 017/ 2010

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for Courier Services at DGH, Noida Office, under Composite Bid System from the known indigenous prospective service providers whose names are as mentioned under :

- (i) M/s. DTDC Courier Service, Mayur Vihar Phase-I, Delhi.
- (ii) M/s. DHL Express, Sector 18, Noida.
- (iii) M/s. Blue Dart Express, Sector 16, Noida.
- (iv) M/s. Overnite Express, Sector 15, Noida.
- (v) M/s. Express Courier Service, Gandhi market, New Delhi.
- (vi) M/s. Fedex Express, Laxmi Nagar, Delhi.
- (vii) M/s. Dart Communications Pvt. Ltd., Sector 6, Noida.
- (viii) M/s. Courier Corporation of India, Sector 5, Noida.
- (ix) M/s. Albatross Express, Sector 27, Noida.
- (x) M/s. Air Sahara Courier, Sector 10, Noida.
- (xi) M/s. First Flight Courier Ltd, Sector 29, Noida.
- (xii) M/s. Professional Courier Network Ltd., Dishad Gardens, Delhi.
- (xiii) M/s. Competent Marketing & Courier, Karol Bagh, New Delhi.

However Bid Document may also be issued to those service providers 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 19.07.2010 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):

Please refer to the Criteria given under Clause No. 6 (a) & (b) of 'Forwarding Letter Cum Instruction to Bidders' of the Bid Documents.

Documents to be submitted in support of PQC:

Please refer to the Criteria given under Clause No. 6 (k) of 'Forwarding Letter Cum Instruction to Bidders' of the Bid Documents.

FORWARDING LETTER CUM INSTRUCTIONS TO BIDDERS

To	Bid Document No: Bid Document Date: Bid Closing Date: Time: Bid Opening Date: Time:	DGH/MM/ENQ/017/2010 07/07/2010 09/08/2010 1400 Hrs 09/08/2010 1500 Hrs
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Sub: Tender for Courier Services at DGH, Noida Office.

Dear Sir,

1. DGH invites you to submit your lowest price for above mentioned services as per Scope of Work enclosed vide Annexure-I (a) & (b), price format & Check List vide Annexure-II (a), (b) & (c) and General Terms & Conditions vide Annexure - III and including all attachments thereto.

2. Bid Submission: Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing date so as to reach our office at following address before the Bid closing date and time. Any Bid received after the Bid closing date and time will not be considered.

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

3. Bid Prices & Taxes: Unit prices must be quoted by the bidders, both in words and in figures as per format mentioned in Annexure-II (a) & (b). Price quoted by the successful bidder 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 successful 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 and comparison of bids shall be made accordingly.

4. Validity : Bids shall remain valid for 60 days after the date of bid opening prescribed by the DGH.

5. Payment Terms: Payment will be made as per agreed contract rates on submission of monthly bills alongwith supporting documents viz. copy of POD (Proof of Delivery) duly certified by the authorised representative of DGH. No Payment will be released if POD is not submitted to DGH. No other expenses other than the rates as per the agreement will be payable.

6. Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

(a) Only registered and bona fide firms having adequate experience of at least three years in the relevant field of providing these services to Government Ministries/Departments /Government Organizations /PSUs/Corporate Sector etc. and with a minimum average annual turnover of Rs. 1,00,000/-(Rupees One lakh only) during the last two years in this line of services will be considered.

(b) The bidder should have executed one or more contracts cumulative value by Rs.2.5 Lakhs during the period of 2 years as per 6 (a) above for providing Courier Service for offices in Govt. departments/ PSU/ MNC/ Public Ltd Company/ Autonomous Bodies.

(c) Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.

(d) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

(e) Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

(f) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

(g) Bidders must quote clearly and strictly in accordance with the "Price Format" of bidding document, otherwise the bid will be summarily rejected.

(h) Bid will be rejected if the bidder gives “NO” to any of the item or gives conditional “Yes” in the Check List (Annexure – IIc) which is to be submitted along with bid.

(i) Bids without confirmation regarding submission of requisite Performance Security as per Clause 9.0 shall be rejected.

(j) Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –

- (i) Performance Guarantee Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Liquidated damage cum penalty clause
- (vi) Termination Clause

(k) 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:

(i) Evaluation will be done on total cost, including taxes & duties, basis.

(ii) 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.

(l) Documents: Bidder is required to submit following documents duly attested failing which the bid is liable to be rejected.

(i) Certificate showing Legal Status as a Company, Partnership firm, independent business Concern.

(ii) Copy of Work Orders/Job Orders , alongwith documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number 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 cited above.

(iii) Certificate showing Financial standing/Turnover duly certified by a chartered accountant.

7. 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.

8. DGH's Right To Accept Or Reject Any Bid: DGH reserves the right to accept or reject any or all bids 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 of the grounds for DGH's action.

9. Performance Security: 7.5 % of the estimated contract value for 1st year.

9.1 Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per Proforma-B 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.

9.2 The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 6.0 of General Conditions of Contract hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

9.3 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.

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

DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,
Directorate General of Hydrocarbons.

Sr. Manager (MM)

SCOPE OF WORK

1. The agency shall be responsible for the safe delivery of the office mail / documents at the nominated destinations. If mail/documents containing daak are received in mutilated condition at the desired destination or misplaced no freight will be admissible and Rs1000/- will be charged as penalty.
2. The agency's representatives shall pick-up the office mail/documents from the office of DGH at Noida on all working days (Monday to Friday) at 4.30 pm. In case, the services are required on Saturday / Sunday, the Agency will be informed.
3. In the event of the Agency's failure to provide courier service on any working day in DGH, has the right to get the work done from other agency at their own risk, and at the cost will be recovered from the former Agency.
4. The agency shall be responsible for any misconduct and misbehavior of its representatives sent to DGH'S office. The representatives, while visiting DGH office, must possess proper identity cards. Agency shall be liable to compensate for damage to DGH's property caused by negligence on part of its employees while collecting mail etc. from the DGH's office.
5. Maximum time for delivery of document is provided in Annexure I (A). Bidder will have to agree to deliver the document as per this schedule. In case of delay in delivery as per schedule, given as Annexure I (A), DGH has the right to deduct Rs. 300/- as penalty charges.

The Delivery Schedule of Domestic/International Destinations

(DELIVERY SCHEDULE GIVEN IS MAXIMUM)

SI.No.	Destination	Time (Days)
(a)	Delhi, Gurgaon, Noida, Ghaziabad, Faridabad etc	1
(b)	Metropolitan cities like Mumbai, Kolkata, Chennai, Bangalore, Hyderabad etc	3
(c)	Other cities in India	4
(d)	International	
(i)	<i>U.S.A.</i>	5
(ii)	<i>Canada</i>	5
(iii)	<i>United Kingdom</i>	5
(iv)	<i>Norway</i>	5
(v)	<i>Russia</i>	6
(vi)	<i>Singapore</i>	3
(vii)	<i>Japan</i>	4
(viii)	<i>Australia</i>	5
(ix)	<i>Malaysia</i>	5
(x)	<i>Switzerland</i>	4
(xi)	<i>Sweden</i>	5
(xii)	<i>South Africa</i>	5
(xiii)	<i>Denmark</i>	5
(xiv)	<i>Korea</i>	4
(xv)	<i>Dubai</i>	3

PRICE FORMAT

NATIONAL SERVICES

(a) Delhi, Gurgaon, Noida, Ghaziabad, Faridabad etc (A)	Quantity to be considered for Evaluation (B)	Rates per document in Rupees (C)	Total in Rupees (D = B* C)	
			In Figures (Rs.)	In words (Rupees)
Upto 250 Gms	2000			
Upto 500 Gms	400			
Every Addl. 500 Gms	400			
(b) Other Cities (Within Country)				
Upto 250 Gms	2500			
Upto 500 Gms	500			
Every Addl. 500 Gms	500			
(c) Non Documents per kg.	250			
TOTAL for National Services (E)				

(i) Rate is inclusive of Service tax (if any) _____% and VAT (if any) _____%

(ii) Quantities shown above are indicative only and meant for the purpose of evaluation. Payment to the successful bidder would be on actual basis.

Signature & Seal of the Bidder :

Name :

Address :

INTERNATIONAL SERVICES (Upto 250 gms of Document)

<i>Specified Cities (A)</i>	Quantity to be considered for Evaluation (B)	Rates per document in Rupees (C)	Amount including all charges, taxes, duties (D= B* C)	
			In Figures (Rs.)	In words (Rupees)
<i>U.S.A.</i>	8			
<i>Canada</i>	3			
<i>United Kingdom</i>	17			
<i>Norway</i>	1			
<i>Russia</i>	1			
<i>Singapore</i>	11			
<i>Japan</i>	2			
<i>Australia</i>	10			
<i>Malaysia</i>	1			
<i>Switzerland</i>	2			
<i>Sweden</i>	1			
<i>South Africa</i>	1			
<i>Denmark</i>	1			
<i>Korea</i>	1			
<i>Dubai</i>	5			
TOTAL for International Services (F)				

GRAND TOTAL: E + F = Rs. _____

(i) Rate is inclusive of Service tax(if any) _____% and VAT(if any) _____%

(ii) Quantities shown above are indicative only and meant for the purpose of evaluation.
Payment to the successful bidder would be on actual basis.

Signature & Seal of the Bidder :

Name & Address :

Check List

Sl no.	Particulars	YES / NO
1.	Bidder has minimum Three years experience.	
2.	The Bidder agrees to depute a representative at DGH to pick up the mails/documents everyday from the office at 4.30 pm from Monday to Friday.	
3.	Bidder agrees for the safe delivery of the mails/documents, and in case of any loss/damage of consignment, DGH has the right to take penalty charges of Rs 1000/- per consignment.	
4.	Bidder agrees to deliver the mails/documents as per the delivery schedule given by DGH in Annexure I (b).	
5.	In case of delay in delivery as per schedule, given as Annexure I (b), DGH has the right to deduct Rs. 300/- as penalty charges / document.	
6.	Bidder agrees to provide courier services beyond office timings or on Saturdays & Sundays with prior notice at no additional Cost.	
7.	The bidder agrees that if it fails to provide the courier service on any working day, DGH has the right has the right to get the work done from other agency at their own risk, and at the cost will be recovered from the former Agency.	
8.	Bidder agrees to submit the Delivery report every month along with the monthly bill.	
9.	Bidder agrees that rates will be firm for 2 years and agrees that contract can be extended for 1 year at same rates, terms and conditions.	

Signature & Seal of the Bidder :

Name :

Address :

General Conditions of Contract

1.0 Effective Date of Contract : The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.0 Commencement and Duration of Contract : The contract will commence from 01.09.2010. The contract shall be valid initially for a period of 2 (Two) years from date of commencement, with provision to extend for a further period of 1 (one) year at the same rates, terms and conditions at the option of DGH, depending upon the performance of the contractor.

3.0 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 in most economic and cost effective manner.

4.2 Except as otherwise provided in the Scope of Work and the special Conditions of the contract provide all labour as required to perform the work.

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

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

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

4.0 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.

5.0 Warranty and Remedy of Defects

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and

drawings set forth or referred to in the Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

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

6.0 Taxes:

All duties and taxes including Service Tax, Corporate Income Taxes and other levies payable by the successful bidder under the Contract are included in the rates, prices and total Bid Price.

7.0 Insurance:

8.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

8.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

(a) Workmen compensation insurance

(b) Employer's Liability Insurance

© General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

(d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit.

(e) Public Liability Insurance as required under Public Liability Insurance Act 1991.

8.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

8.4 Contractor shall furnish to DGH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

8.5 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the DGH.

8.0 Force Majeure:

9.1 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 will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

9.2 Upon 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 within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

9.3 Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

9.0 Termination:

10.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of DGH.

OR

(b) For Force Majeure reasons as per clause 9.0 and its sub-clauses above.

OR

© Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the DGH.

OR

(d) Under any circumstances considered to be not suitable by DGH to continue the operations of the Contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

10.2 In the event of termination of contract under Clause 10.1 (d) above, DGH will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

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

10.0 Settlement Of Disputes And Arbitration:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

11.0 Notices:

12.1 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 :

a) DGH authorised officer:

HoD (Admn)
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) Contractor

Fax No. :

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

12.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND / OR COMPLETION OF WORKS AND SERVICES:

12.1 Time is the essence of this Contract. In the event of the Contractor's default, in timely mobilization for commencement of the works / services and / or default in timely completion of the works / services, within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of

contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and / or the scheduled completion period of the works / services, as the case may be.

12.2 If the Contractor fails to mobilise/ commence within 2 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

13.0 Performance Security: The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5% of estimated Contract Price for 1st year) valid till _____ towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.0 Indemnity Agreement:

Except as provided hereof Contractor agrees to protect, defend, indemnify and hold DGH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

Except as provided hereof DGH agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of DGH's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

15.0 Indemnity Application: The indemnities given herein above, whether given by DGH or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

16.0 Payment & Invoicing Procedure:

17.1 DGH shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from DGH unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

17.2 All payments due by DGH to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.

17.3 Payment of any invoices shall not prejudice the right of DGH to question the validity of any charges therein, provided DGH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which DGH questions.

17.4 Contractor will submit 2(two) sets of all invoices to DGH address given under Clause 12 above for processing of payment.

17.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause 17.3 above.

17.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

17.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by DGH of Contractor's records, as provided herein, shall be limited to DGH's verification (i) of the accuracy of all charges made by Contractor to DGH and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

17.0 Shifting to new Premises. The office of DGH is likely to be shifted from C-169, Sector 63 to new premises at OI DB Bhavan at sector 73 in a few month's time. The contractor will have to shift its equipment & personnel to the new premises at its cost, as and when the office of DGH is shifted.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Directorate General of Hydrocarbons,
C – 139, Sector 63, Noida -201 301, India.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at **6 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____