



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

(E-Tender Notice)

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

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for “Hiring of Ex showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office”, under two bid system (Techno-commercial bid and price bid) from the following prospective bidders:

1. M/s. K.D Taxi Services, New Delhi
2. M/s Harjeet Tour & Travels, New Delhi
3. M/s Locham Travels, Delhi
4. M/s Sanjay Travels, Delhi

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.

Bids shall be submitted by 1400 hrs on 24.05.2019.

E-Tender No.	Description of Item
MM-12019/4/2019-DGH/ENQ-155	Hiring of Ex-showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office

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.

Pre-Qualification Criteria:

- i) The bidder should have similar experience of five years from the closing/opening date of the tender.
- ii) The bidder should have at least two (02) running contracts for at least one vehicle in categories of Ciaz/Innova/Duster/SX-4 for two different bonafide clients.

NOTE: The currently shortlisted parties along with other bidders (refer clause no. 2.0 at Page no. 4) are required to submit the necessary documents with respect to the eligibility criteria as stated above.

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

NOIDA

E-TENDER NO.: MM-12019/4/2019-DGH/ENQ-155

TENDER DOCUMENT

FOR

Hiring of Ex-showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office

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

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

FORWARDING LETTER

To,

Sub: Limited E-Tender for “Hiring of Ex-showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office”.

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-IV** at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	E-Tender No.	MM-12019/4/2019-DGH/ENQ-155
2	Brief Description of the Services / Scope of Supply	Hiring of Ex showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office
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	24/05/2019 at 14-00 hrs.(IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the 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	90 days from bid closing date.
8	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	Rs. 20,000/-
9	Performance Guarantee to be submitted only by the Successful Bidder	7.5% of Total Contract value valid for 60 days beyond the contract duration.
10	Eligibility Criteria	As per Annexure-III of Tender document.

- 2.0** Complete bid document is available at DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The bidders other than shortlisted bidders, confirming eligibility criteria as described at Annexure-III, can participate in the tender by requesting DGH to issue the e-bid, and submit their bids 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.
- 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 Cl. No. 7.0 (Page No. 6) of Annexure-I of bid document.
- List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-8 (Page No. 24) 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 - VI**.

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

Thanking you,

HOD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

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

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENT

4.0 CONTENT OF BIDDING DOCUMENTS

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

ANNEXURE-I : Instructions to Bidders with following Appendices.

Appendix 1 : Bid submission proforma.

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

Appendix 3 : Proforma Certificate on relatives of DG/Directors of DGH

Appendix 4 : Proforma for Changes/Modifications Sought by Bidders.

Appendix 5 : Bid Bond Bank Guarantee proforma.

Appendix 6 : Bank Guarantee for Performance Security

Appendix 7 : Undertaking / Declaration

Appendix 8 :List of documents to be uploaded/submitted along with techno-commercial bid

ANNEXURE-II : General Terms & Conditions of Contract

ANNEXURE-III : Bid Evaluation Criteria

ANNEXURE-IV : Scope of Supply/Technical Specifications/ General Terms & Conditions, Special conditions of contract

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

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

5.0 CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be

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

6.0 AMENDMENT OF BID DOCUMENT

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

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

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

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

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

- 7.4** Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:
- i) DD/ Bid Bond (Original) for EMD/Bid security.
 - ii) 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.
 - iii) 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 8 of Annexure-I & Price schedule at Annexure-V**. 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 submitted or if submitted but not duly filled in will be liable to result in rejection of the bid.

7.9 The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-8 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

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

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

7.12 The Bidder shall sign its bid by the duly authorised officer with Digital Signature, have been issued on behalf of company. The exact name of the firm should be same to whom the tender has been issued.

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

9.6 GST Liability:

9.6.1 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)

9.6.2 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.

- 9.6.3** 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.
- 9.6.4** 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.
- 9.6.5** 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.
- 9.6.6** 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.
- 9.6.7** 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.
- 9.6.8** 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: Within 30 days of receipt of monthly Invoice (along with necessary documents, if required).

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, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. 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 **90 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

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. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

14.0 BID SECURITY

14.1 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 **14.7**.

14.2 MSEs eligible as per Ministry of MSME's guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.

14.3 The Bidders not covered under Para **14.2** above must enclose the bid security with their offer with the techno-commercial bid. The amount for bid security has been indicated in the "Invitation For Bid".

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

(i) An account payee Demand Draft in favour of "Directorate General of Hydrocarbons" payable at New Delhi valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix 5**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for **45 days** beyond the validity of the bids asked for in the tender.

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

14.6 Subject to provisions in para **14.2** above, offers without Bid Security will be ignored.

14.7 The Bid Security shall be forfeited:

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 21 days of notification of such acceptance.

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

15.0 e-MAIL AND e-BIDS CONTAINING SCANNED SIGNATURE:

15.1 bids received in e-mail or e-bids with scanned signature will not be considered.

d. SUBMISSION AND OPENING OF BIDS

16.0 SEALING AND MARKING OF BIDS.

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

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

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

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 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.**

18.0 LATE BIDS

18.1 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.

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

20.0 OPENING OF BIDS

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

20.2 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.

20.3 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.

e. EVALUATION OF BIDS

21.0 EVALUATION AND COMPARISON OF BIDS

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

22.0 UNSOLICITED POST TENDER MODIFICATIONS

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

23.0 EXAMINATION OF BID

23.1 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.

23.2 **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.**

24.0 SPECIFICATIONS

24.1 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.

25.0 PURCHASE PREFERENCE

Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

f) AWARD OF CONTRACT

26.0 AWARD CRITERIA

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

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

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

28.0 NOTIFICATION OF AWARD (NOA)

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

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

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

29.0 PERFORMANCE SECURITY:

29.1 Successful bidder shall submit the performance security, 7.5% of Total contract value with validity 02 months beyond the contract period, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix - 6** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

29.2 The performance security specified above must be valid as per time period mentioned above at 29.1, to cover the warranty obligations indicated in **clause 7.0** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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.

30.0 SIGNING OF CONTRACT:

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

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Telegraphic Address :
Telephone No :
FAX NO :

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature
of the Bidder

Name_____

Seal of the Company

Dated

Signature of witness

Address

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. _____ Date.....

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

Subject : **Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.for information and for production before the HoD (MM) at the time of opening of bids.

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH**

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons (DGH).

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

- (i) I am not a relative of any DG / 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.

**Authorised Signatory of
The Contracting Party**

Place...

Date...

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

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

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.....

Seal of the Company

.....

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

**Proforma of Bank Guarantee towards Bid Security
BID BOND**

Ref. No..... Bank Guarantee No.....
Dated

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

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)_____ registered under the laws of _____ having its head/registered office at _____ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes forty-five days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) _____ (Indian Rupees (in

words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

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

(Signature)
Full name, designation and
official address (in legible
letters) with Bank stamp.

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

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

Notes: The expiry date as mentioned in clause **5 & 6** should be arrived at by adding **45** days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

1.5 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

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

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

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

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

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

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

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

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

Tender No. MM-12019/4/2019-DGH/ENQ-155 for "Hiring of Ex-showroom condition, Maruti Suzuki Ciaz, Zeta Model 2019, Petrol variant (White color) for DG-DGH Office".

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

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

OR

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

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

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

1. DD/Bid bond as EMD in the prescribed format as mentioned in the bid document.
2. Duly signed and scanned copy of Experience Certificate in accordance with clause no. B.1 (Technical Rejection Criteria) at Annexure-III of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
5. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4 & 7) at Annexure-I.
6. Digitally signed copy of bid document (un-priced) and corrigendum/addendum, if any, as confirmation/acceptance of all tender conditions in toto.
7. The power of attorney or authorisation, 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.

8. Self-attested copy of GST registration certificate or undertaking as per Appendix-7 of Annexure-I.
9. 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.
10. Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

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

DD/Bid Bond for EMD (Sr. No. 1 above) and Power of attorney (Sr. No. 7 above) are also to be submitted offline in original before tender closing date and time.

MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT

(To be signed with the successful bidder)

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

1.0 DEFINITIONS:

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

1.1 CONTRACT

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

1.2 DGH:

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

1.3 SITE:

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

1.4 DGH’S SITE REPRESENTATIVE:

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

1.5 CONTRACTOR:

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

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such

sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT. **(pls refer Cl No.2.9.3 of Annexure-IV)**

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. **(pls refer Cl No.2.9.3 of Annexure-IV)**

1.8 CONTRACTOR'S REPRESENTATIVE

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

1.9 CONTRACT PRICE

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

1.10 DAY

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

1.11 EQUIPMENT/MATERIALS/GOODS:

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

1.12 WORKS / OPERATIONS:

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

1.13 GUARANTEE:

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

1.14 MOBILISATION:

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

1.15 DEMOBILISATION:

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

1.16 DRAWINGS:

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

1.17 SPECIFICATIONS:

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

1.18 INSPECTORS:

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

1.19 TESTS:

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

1.20 FACILITY:

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

1.21 THIRD PARTY

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

1.22 APPROVAL:

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

1.23 SINGULAR/ PLURAL WORDS:

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

1.24 GROSS NEGLIGENCE:

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

1.25 WILLFUL MISCONDUCT:

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

2.0 SCOPE OF SUPPLY / WORK / CONTRACT:

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

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

3.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective after placement of LOA. DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract.

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

3.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which vehicle is deployed, will be treated as date of commencement of Contract.

3.4 DURATION OF CONTRACT: The committed contract period is 01 Year only (w.e.f 21/06/2019). However, the contract may be extended for 02 (two) more years subject to performance/ requirement review by DGH on completion of each year. DGH reserves right not to extend the contract on account of requirement, review and performance feedback and any other reason etc.

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

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

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

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

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

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

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

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

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

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

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of

Work / Technical Specifications (**Annexure -IV**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

6.0 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida/field site, enroute/local boarding, lodging, medical attention etc. DGH shall have no liability or responsibility in this regard.

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

7.0 WARRANTY AND REMEDY OF DEFECTS

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

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

8.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as 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, OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049.

(b) For reporting and payments: HOD (HR & Admin), Directorate General of Hydrocarbons, OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax:.....

9.0 DUTIES AND POWER /AUTHORITY:

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

- i. Overall supervision, co-ordination and contract Management
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress

9.2 CONTRACTOR's representative:

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

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

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. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in

accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall pay to CONTRACTOR for the services/supply, to be provided by the CONTRACTOR as per the Scope of supply (**Annexure-IV**). The rates payable shall be firm (escalation/ de-escalation on account of change in price of Petrol is considerable as mentioned in special terms of contract) during the entire CONTRACT period, including extension period, if any.

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

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

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

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

In addition to the said particulars submitted alongwith the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, alongwith full details.

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

11.5 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights

to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1 A Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 B. Notice of claims

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

12.3 Taxes

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

12.4 Personnel taxes

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

12.5 Corporate taxes

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

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

12.7 It is noted that CONTRACT u/s 195 (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 **14 (fourteen)** days written notice.

14.0 PERFORMANCE BOND

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (7.5% of Total contract value) to be submitted within 21 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 02 months beyond the contract period towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

15.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 (seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.

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 and CONTRACTOR shall abide by these laws. CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy. The CONTRACTOR 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.

16.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

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, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

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

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 (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

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

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

b) loss or damage to :

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

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

20.2 Indemnity by DGH:

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the

context otherwise requires. SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

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

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

b) any loss or damage to :

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

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

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

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

21.2 Termination on account of force majeure

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

21.3 Termination on account of insolvency

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

21.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement without giving any notice (in writing) to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

21.5 Termination for delay in mobilisation

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

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in

its entirely without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

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

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

21.9 Consequences of termination

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

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

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

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

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

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

24.0 CHANGE IN LAW

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

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

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

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

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

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

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

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

25.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause

of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

27.0 PREFERENCE TO LOCAL COMPANIES

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

28.0 JURISDICTION AND APPLICABLE LAW

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 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.

29.2 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.

29.3 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.

29.4 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.

29.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

29.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

29.7 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.

29.8 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. 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.

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

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

32.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

32.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

33.0 INDEPENDENT CONTRACTOR STATUS:

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

34.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, along with suggested changes are to be communicated to DGH 05 days before bid closing date. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA

B.1 TECHNICAL REJECTION CRITERIA:

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

- iii) The bids must conform to the technical specifications and terms and conditions given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the products/materials offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/Works/Services, Terms & conditions and Special Conditions of the contract.
- iv) The bidder should have similar experience of five years from the closing/opening date of the tender.
- v) The bidder should have at least two (02) running contracts for at least one vehicle in categories of Ciaz/Innova/Duster/SX-4 for two different bonafide clients.

To this effect, Bidder should 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.

B.2 COMMERCIAL REJECTION CRITERIA

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

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

2.0 Acceptance of terms & conditions:

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

3.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee.
- b) Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".
- c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d) Offers which do not conform to DGH's price bid format.
- e) Offers which do not confirm to the contract period indicated in the bid.
- f) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- g) Offers not accompanied by copy of PAN Card will be rejected.
- h) 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.
- i) 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.

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

C. Price Evaluation Criteria

- (i) **Evaluation of bids:** Price bids will be evaluated on the basis of "Total Amount" (exclusive of taxes), and the lowest bidder will be evaluated accordingly.
- (ii) It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the Schedule of Rates are only for the purpose of evaluation of the bid, and the Contractor will be paid on the basis of the actual consumption.

D. General:

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

1.0 Scope of Work:

Scope of work and Special Terms & Conditions for supply of Ex-showroom condition, Maruti Ciaz, Zeta Model 2019, Petrol (white color) for a period of one year with provision for extension for two more years subject to review of performance/ requirement by DGH on completion of each year.

2.0 Terms & conditions:

- 2.1 Services of Car and duration of contract: Directorate General of Hydrocarbons (DGH) plans to hire Ex_showroom condition, Maruti Suzuki Ciaz Car, Zeta Model 2019, Petrol variant (white color) on monthly basis for a committed contract period of one year only (this is subject to bidder giving commitment to extend the contract on yearly basis for two more years on requirement and performance basis whereas DGH reserves right not to extend the contract on account of requirement review and performance feedback) for DG DGH office, OIBD Noida. The Contractor shall be required to provide services round the clock including on closed days & holidays. The original Registration Book as well as the Certificate of Comprehensive Insurance and Driver's License shall be produced at the time of inspection of cars hired on monthly basis.
- 2.2 The cars hired on monthly basis shall be provided on all the seven days of week. If driver is called for duty on these days, the contractor shall be paid for such working for the actual number of duty hours of driving the car inclusive of waiting charges during the continuous duty. Monthly hiring charges of cars hired on monthly basis & the extra Kms beyond 2400 Kms, if any, shall be paid to the contractor in each month. However, if the monthly mileage is less than 2400 Km in a particular month, the differential Kms shall be carried forward and adjusted in the subsequent months' mileage on quarter-to-quarter basis. However, at the end of the year, the actual Kms running of the car shall be reconciled and the contractor shall be paid for extra Kms only in the event the actual Kms are beyond 28,800 Kms in a particular year.
- 2.3 In cases where DGH's Officer(s) stay overnight, the driver shall be fully equipped with bedroll, sufficient POL, spare wheel' and essential tool kits for overnight stay. The transporters shall bear the responsibility of the stay of the driver. DGH shall pay only for the night halt charges.
- 2.4 For the duty performed beyond the normal duty hours as specified in the price bid, the Contractor shall be paid only for the actual extended driving hours. The agency will ensure that this payment of extended hours working must be paid to the driver.
- 2.5 Contractor shall pay Fair Wages* & allowances etc. to the driver beyond duty hours and submit proof of payment of the same along with monthly bills failing which the payment shall not be processed.
- *As per applicable statutory provisions.
- 2.6 **DRIVER:** The driver of the car-shall:
- a. Preferably have knowledge of Hindi, English.

- b. Be neatly and properly dressed in uniform with cap/turban etc. (Colour of the uniform & cap shall be decided by the DGH after award of the work) while on duty. If on any day driver comes on duty without specified uniform, a penalty shall, be imposed and recovered from the bills of the contractor or the driver may not be taken on duty on that day. In addition to penalty of, the DGH shall have the right to make alternate arrangements at the risk & cost of the contractor.
- c. Have a valid driving license and be in possession of all relevant documents pertaining to the car, such as, Comprehensive Insurance Policy Registration Book or any other document which are specified under the Law of the Land at all the time while on duty.
- d. Have a very good knowledge of Delhi, New Delhi, NCR road routes, conditions of roads etc.
- e. Have required technical knowledge of the car for attending minor repair, Maintenance in emergency situation.
- f. Be responsible to keep the car always clean from inside & outside.
- g. Be well behaved, polite, co-operative and expert in driving.

The DGH reserves the right not to accept any driver on duty who does not fulfill the above requirements.

2.7 CONTRACTORS RESPONSIBILITIES:

- 2.7.1 The contractor shall be responsible to ensure that compliance of payment of all taxes, permits, levies etc. is done in time & have all documents complete in all respects from respective authorities required for operation of the cars.
- 2.7.2 Entry State taxes, if any, toll tax, levies, and cess at the applicable rate etc. if any, shall be reimbursed by the DGH, against original receipts in proof of such payment. Parking charges shall be reimbursed on actual basis on production of proof/Cash receipts when the car is used for DGH purposes.
- 2.7.3 The contractor shall be responsible for the acts and deeds of the drivers of the vehicle. DGH will in no way be responsible for violation of traffic rules and or other laws of the land by the driver of the car. The Contractor shall comply with all relevant rules and regulations of Motor Vehicle Act, applicable at present and as may be enforced from time to time.
- 2.7.4 During the contract period if the vehicle is seized or detained or requisitioned by police/motor vehicle authority or any other authorities for whatsoever reasons that will be to the contractor's risk and cost and in the event of non-replacement of vehicle for the aforesaid reasons compensation as per clause 3.6 stipulated hereinafter is payable by the contractor if another serviceable vehicle duly approved by the Officer-in-charge is not supplied by the contractor as a replacement within 2-3 hours of such seizure or detention.
- 2.7.5 The contractor shall take comprehensive insurance of the car detailed for DGH's requirement. The DGH shall not be Liable for any damages, whatsoever to the Officer(s) traveling in the car and/or driver, public property and/or any third person due to any accident arising out of and in the course of deployment of contractor's car by the Owner. The contractor shall be solely responsible for any claims by any third party and/or DGH's employees traveling in the car for any injuries caused whether by accident or otherwise. The contractor shall be required to 'indemnify the DGH from

any consequences arising out of and in the course of deployment of car for DGH's duties.

- 2.7.6 The contractor shall be responsible to arrange an alternate car in case of breakdown of any car deputed by him, failing which the DGH shall be within its rights to make alternative arrangements by hiring another car of equivalent brand from any other source and the amount so spent, together with any other reasonable incidental charges etc. will be fully recovered from contractors' regular bills.
- 2.7.7 If no car is arranged or the car does not report to the authorized officers of DGH within a reasonable time of his telephonic intimation to the contractor DGH will have the option to make alternative arrangements at contractor's risk and cost without any further intimation to him.
- 2.7.8 In case of any complaint of non-fulfillment of any obligation under the contract, the DGH reserves the right to withhold payments due to the contractor and out of such amounts or payment of security held, if any, or the amounts likely to fall due to the contractor (but without obligation to do so) to make such payments as it may consider necessary for smooth and unhindered working.
- 2.7.9 The contractor shall at his own expense carry and maintain such insurance with reputable insurance companies as may be required under the law of regulation.
- 2.7.10 Contractor has to make his own arrangement to procure fuel, lubricants, spare parts etc. On account of this reason or on account of repair etc. if the vehicle (with the prior permission of DGH) is sent to garage or petrol pump, contractor cannot claim for these empty trips. Adequate spares such as spark plug, bulbs, fan belt, spare wheel in good working condition etc. shall be kept in the vehicle at all times along-with required tools for use if necessary.
- 2.7.11 As & when, the car is taken for service/ repairs and maintenance jobs, the contractor shall be required to make alternate arrangement by providing excellent condition suitable replacement of the car which will be either of same model or one year below model of the same car. Such period shall not exceed more than two days.
- 2.7.12 The contractor shall ensure that the drivers of the cars shall maintain time schedule and ensure timely deployment of vehicle/s at the specified place.
- 2.7.13 The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings, the driver will be removed from service and any damage caused to such employees of DGH will be totally born me by the contractor.
- 2.7.14 The vehicle must not carry any person(s) other than those authorized by the DGH official using the vehicle.
- 2.7.15 The contractor has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, driving vehicle without brakes/defective brakes.
- 2.7.16 The contractor shall provide seat covers (1 set in place + 1set in reserve) and tuner cum stereo, torch, Umbrella, Mobile Charger as per owner's requirement, rear reading light in each car hired on monthly basis in good working conditions at all the time. The seat covers should be periodically washed /changed. The contractor shall also provide fancy looking tissue papers box & tissue papers in the car. The car should always remain dent free. The colour of the car seat covers and rear reading lights will be provided by the contractor as per the choice of DGH.
- 2.7.17 The contractor will provide cell phone to their drivers deployed for car hired on monthly basis to help the Executives/ users to locate and/ or give necessary instructions to the Driver in case of any urgent work or emergency. All expenses for

providing cell phone including rental, operational, expenses shall be borne by the Contractor(s). The Contractor shall submit the list of phone no. & name of the driver of car hired on monthly basis to DGH.

- 2.7.18 Any person engaged for rendering the services by the contractor under the contract shall be the employee of the contractor for all purposes and shall have no claim/right on DGH. The Contractor will keep DGH and its Officers indemnified against any claim/liability by any such person.
- 2.7.19 The contractor shall be an independent entity engaged to produce the required results and shall comply with all laws and regulations applicable in this behalf and shall also keep DGH and its officers indemnified against any breach or default.
- 2.7.20 Vehicle which may be offered for hire should not be owned partly or fully by any serving employee or dependent family members of the employee of DGH.
- 2.7.21 The driver who may be deployed to ply the vehicles hired on monthly basis will be provided with two sets of stitched uniforms and a pair of shoes during each year of the Contract by the contractor at his cost. In addition, one set of stitched winter uniform consisting of one woolen coat and woolen pant shall be provided to the drivers during the period of the contract at contractor's cost. The contractor shall provide details of drivers along with their photographs in the format enclosed to the DGH. In case of nonobservance of this condition, DGH has the right not to accept the vehicles for duties and arrange the same from outside at the risk and cost of the Contractor. The Contractor shall make suitable arrangement for the uniform of drivers hired on day-to-day basis.
- 2.7.22 In case of any difference of opinion or dispute on any matter pertaining to this contract, the decision of the HOD (Admin & HR) shall be final and binding.
- 2.7.23 The contractor's driver/staff will bear the responsibility of maintaining Log book in a format prescribed by the DGH and payment of the contractor's bills will be made after verification of the log book by the concerned officer / users. No bills will be passed if the details are not filled by the user of the car.
- 2.7.24 Cars (Ex showroom condition, 2019 Model Zeta Maruti Suzuki Ciaz, Petrol Variant, white color) shall be parked at DGH office Noida at the end of duty hours every day for which necessary parking space would be provided in the basement by DGH office.

2.8 **PENALTY CLAUSE:** The Contractor is to provide best services to the DGH. However, in case of deficiency in services, the Contractor shall be penalized as given hereunder & recovered from the routine bills or Security deposit as the case may be besides, other remedies available to the DGH as per the terms & conditions of this tender documents:

Sr. No	Description of deficiency in services	Penalty Amount
1	Driver on duty without uniform on each occasion	Rs 250(per day)
2	Driver reporting late on duty	Rs 500/- (per day)
3	If the general conditions of the vehicle/upkeep is not as per the desired standard of the DGH.	Rs 500/- (per day)
4	In case the seat covers are not kept clean or the dent from the cars does not get removed immediately	Rs 500/- (per day)
5	if the vehicle and/or driver is changed without prior permission of the officer/Ministry	Rs 1000/- (per day)

6	transporter fails to provide car on any particular day	Rs 1500/- (per day)
7	in case the driver is found under the influence of alcohol/chewing of pan/gutka while driving	Rs 5000/- (per day) and/or change of driver
8	Kilometer Instrument is found tampered	Rs 5000/- (per day)
9	Misbehaviour by the drivers engaged by the contractors under this contract with any of the employee of DGH	Rs 5000/- or/and change of driver.
10	Delay in Change of Driver	Apart from above indicated amounts for specific deficiency in service beyond grace period of two days Rs 1000/- per day.

2.9 OTHER TERMS:

2.9.1 DGH is initially hiring of Ex showroom condition, 2019 Model Zeta Maruti Suzuki Ciaz, Petrol Variant, white color on monthly basis for a committed contract period of one year only, and bidder is giving commitment to extend the contract on yearly basis for two more years on requirement and performance basis this is clarified that DGH reserves right not to extend the contract on account of requirement review and performance feedback.

2.9.2 In case the service is found to be unsatisfactory the DGH, However, reserves the right to terminate the contract at any time without giving any notice in writing or assigning any reason thereof.

2.9.3 No part of the contract nor any share or interest therein shall in any manner or degree be transferred/assigned or sublet by the contractor directly or indirectly to any person, firm/sister concern whatsoever.

2.9.4 Any failure by the DGH at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms & conditions or rights and shall not affect or impair the same or the right of the / DGH at any time.

2.9.5 Notices and addresses -All notices and instructions given by either party under this contract to the other shall be in writing. For all correspondence, local address of contractor shall be mentioned.

2.9.6 The car shall be treated as on duty from the time driver reported for duty to the DGH's authorized representatives and have presented the duty slip. The time and mileage covered by the car on any day, would, now ever be calculated from residence of the Executives with whom the cars are attached.

2.9.7 Income Tax deductions, as applicable, shall be made at source by the DGH as per the provisions of the Income Tax Act.

2.9.8 Payment terms:

- (a) No advance payment will be made.
- (b) 100% payment will be made within 30 days from the date of receipt of clear and undisputed invoice/bill.
- (c) DGH shall not make any payment other than the agreed hire charges and other charges/reimbursement mentioned specifically here above. In case there is a variation in Petrol rates by the Govt. a corresponding correction /adjustment in hire charge shall be affected. The base Price of Petrol will be the rate of Petrol at Noida on as on date of bid opening.

2.9.9 **ESCALATION / DE-ESCALATION OF RATES:** In case of any statutory variation (increase/decrease) in the price of Petrol / Petrol effected by the Govt., a corresponding escalation / de-escalation in the rates shall be paid / recovered against each vehicle for the actual kms run, based on the following predefined formula:

$$\text{Escalation / De-escalation per KM} = \frac{\text{R2} - \text{R1}}{\text{K}}$$

Where

R1: Rate of Petrol / Petrol (in Rs per Litre) in **NOIDA**, as on the date of techno-commercial bid opening,

R2: Revised Rate of Petrol / Petrol (in Rs per Litre) in **NOIDA** on first day of calendar month only for proper contract administration only.

K: 10Km/litre

3.0 SPECIAL CONDITIONS OF CONTRACT:

- 3.1 The general condition of the vehicle (including outer-body) should be excellent. The seat should be comfortable and always covered with neat and good quality seat covers, upholstery and other accessories.
- 3.2 The Car to be supplied should be registered in the name of the second party. The car to be provided should not be of earlier than 2019 model and should not have run more than 100 km on the date of hiring.
- 3.3 The duty point would be DGH Office OIDB Bhawan Noida or any other place as intimated by the first party from time to time. There will be no dead mileage allowed and kilometer/mileage and houses of duty shall be calculated from the point of reporting for duty and release of vehicle at the last place of dropping of officers (and not from the garage). No mileage will be allowed to drivers for lunch/ breakfast or for filling fuel etc.
- 3.4 The vehicle should be insured comprehensively and should have all necessary valid permits/certificates issued from the Transport Department or any other authority.
- 3.5 Dedicated vehicle and driver should be provided and changes will be allowed only in exceptional circumstances. In case of change of driver, prior permission will be required from the user and HOD (HR & Admin) of DGH. The vehicle should be available at any time of any day as desired by the officer concerned. DGH would be free to use the hired car in any manner for carrying officials, materials etc. as per its requirement and the firm shall have no objection to it.
- 3.6 Firm shall provide driver having minimum qualification of 10th standard and requisite experience as stipulated in the tender conditions as per following.
 - (i) Valid driving license to operate the taxi issued by the transport authorities.
 - (ii) Three years' experience.
 - (iii) Follow traffic rules and other regulations prescribed by the Government from time to time.
 - (iv) Well-behaved and well-conversant with all important places/routes of Delhi/NCR.
 - (v) Wear uniform as may be provided by the agency with mobile phone so that they can be contacted by the Officer at any time.
 - (vi) Carry all the necessary documents (RC, insurance Paper, PUC, License etc) with him.
 - (vii) Ensure proper conduct while on duty and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of paan/gutka/smoking, listening of music while driving.
 - (viii) The character antecedent of the driver must be duly verified by local police authorities.
- 3.7 The second party should provide a landline and mobile number on which the owner/authorized person can be contacted round the clock (i.e. 24x7) so as to respond to the calls in emergent cases.
- 3.8 The bills hired taxies should be submitted after completion of the calendar month by first week of the following month. The bill shall be duly supported by monthly summary and Log Book duly signed by the user or any other official authorized by the user concern on the basis of duty slips. The firm will obtain duty slips every day duly signed by the officer/authorized person. The duty slips shall be signed twice (i.e. in the morning at the reporting point and in the evening at the time of dropping the user) on daily basis. No advance payment, in any case, would be made to the firm.
- 3.9 For each and every vehicle, the second party is required to maintain a log-book, i.t. details of various journeys performed in respect of each day on day to day basis and

all the entries shall be attested from the user/officer concerned. The log book will have to be shown to the Administration Section for verification at the time of submission of the bill in each month/or whenever sought by the first party.

- 3.10 The rates should be quoted inclusive of all expenses such as POL, Taxes, Fuel maintenance, repair/servicing salary of the driver and any other incidental expenses on operation and maintenance of the hired vehicle. All liabilities, arising out of any legal dispute, accidents, breakdown etc. shall also be borne/ paid by the Firm.
- 3.11 The company should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like minimum wages, provident fund, ESI, Bonus etc. at their own cost.
- 3.12 GST as applicable will be paid on billing. The firm must quote its GSTIN number along with the bills.
- 3.13 In case of break-down of the vehicle or non-availability or driver, the firm must provide replacement/stand by vehicle immediately at its own cost within half an hour of reporting of such breakdown, failing which, the First Party would be free to hire any vehicle from any other source at the cost of the contractor and may also attract penalty as per the discretion of the first party.
- 3.14 No compromise will be made on punctuality, cleanliness, obedience, promptness behavior etc., if the Second party, at any point of time, during official duty, fails to perform duties, as directed by the First Party, the Security Deposit will be forfeited and contract will be cancelled forthwith without any notice. In case of dispute of any kind and in any respect whatsoever the decision of the first party shall be final and binding.
- 3.15 The security is refundable without any interest on termination of the contract after deducting any penalty/any liability of any kind imposed by the DGH on account of unsatisfactory services.
- 3.16 The contractor has to give a self-declaration that it will abide by all the conditions as indicated in the tender and has not been blacklisted/debarred by any Ministry/Department and if at any stage it is found country/otherwise, the tender will be terminated without any notice and performance security/bid security will stand forfeited.
- 3.17 The DGH will not be responsible for any challan, loss, damage, accident, injury etc., whatsoever.

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. Bidders are allowed to enter the Bidder Name and Values only)							
Sl. No.	Item Description	Qty.	Unit	Rate per unit (exclusive of GST)	Total amount for 12 months	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.01	Hiring charges for Ex-showroom conditioned (Maruti Suzuki Ciaz, Zeta Model 2019, Petrol Variant) Chauffeur driven car (01 no) on monthly basis for running 28800 KM per annum @ 2400 Km per month and 12 hrs. duty per day (including local & out station) as per terms and conditions stipulated in the tender document	12	Month				
1.02	Rates for extra distance per KM (over & above 2400 Kms)	20000	KM				
Total Amount in Figures exclusive of GST (Sr. No. 1.01 + 1.02)							
Total Amount in Words							

Note:

1. Monthly payment against deployment of vehicle will be done as per monthly rate quoted by the contractor as above. However, Payment towards extra mileage/running of vehicle/car will be made as per actual and as per terms of bid document.
2. **Applicable GST will be paid extra by DGH.**
3. Applicable rates for extra detention per hour (OT for Chauffeur) over above 12 Hrs. will be Rs. 80/- per hour.
4. Evaluation will be done based on Quoted **'Total Amount' exclusive of GST.**
5. 20000 Km factor used in above table is most likely value extra usage per annum.
6. Out station charges Rs 250 per night halt (For vehicle detained overnight between 2200 Hrs. to 0600 Hrs. within/outside the jurisdiction of DGH Noida).
7. Parking Charges as per actuals (on production of original receipt, duly countersigned & endorsed by the vehicle user). Receipt should have the date and registration no of the vehicle.
8. Toll (Road or Bridge)/Entry charges, as per actual (on production of original receipt, duly countersigned & endorsed by the vehicle user), Payment at Toll check-post is responsibility of the Contractor/his subsequently by DGH. Receipt should have the Date & registration no. of the vehicle.

9. Temporary Inter-state Permit Fee/taxes, payable as per actual (On production of original receipt with Registration No. & Date). For vehicle sent on duty to other states i.e. outside NCR.
10. Bidder should strictly adhere to the Price Format as provided above. In case of deviation or not quoted the price as per price format, bid will be straightway rejected.
11. Price Format will cover the complete scope of work/ supply, terms & conditions and special terms & conditions as stipulated in the bid document.

Signature of Bidder
