

**DIRECTORATE GENERAL OF HYDROCARBONS**  
**(Ministry of Petroleum & Natural Gas)**  
**OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.**  
**Tel No. 0120-247-2000**  
**Email Id: mm@dghindia.gov.in**

**NOTICE INVITING TENDER**

- 1.0** The HOD (MM), on behalf of the Director General, Directorate General of Hydrocarbons, Noida, invites online e-tender from the reputed firms dealing with disposal of Condemned, Surplus & Unserviceable goods as mentioned in Annexure – I on “**AS IS WHERE IS BASIS**”. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions, applicable has been mentioned in Annexure I.
- 2.0** The Lot wise details of the condemned, surplus & unserviceable goods along with locations have been mentioned in Annexure-II. The proforma for submission of tender has been given in Part-I of Annexure-III (Technical Bid). The documents to be uploaded have been given in Part-II of Annexure-III. The Bill of Quantity (BOQ)/ Commercial Bid is to be given in Annexure-IV. The undertaking to be signed by the contractor/bidder on behalf of his firm is enclosed at Annexure-V, VI & VII. Online bid submission instructions are enclosed in Annexure-VIII.

<b>Lot No.</b>	<b>Particular of the item :</b>	<b>EMD/Bid Security</b>
A.	Condemned Office Furniture lying in Basement-I of OIDB Bhawan, Sector-73, Noida (as is where is basis)	Rs. 9,000/-
B.	Condemned ACs unit (Items for disposal to those firms only who are registered with the Pollution Control Board for safe disposable of Electronic Waste) lying in Basement-I of OIDB Bhawan, Sector-73, Noida (as is where is basis)	Rs. 4,000/-
C.	Condemned Batteries Bank (Items for disposal to those firms only who are registered with the Pollution Control Board for safe disposable of Hazardous Waste) lying in Basement-I of OIDB Bhawan, Sector-73, Noida (as is where is basis)	Rs. 3,000/-

**3.0 Details of e-tender:**

E-Tender No.	MM-13019/1/2019-DGH/ENQ-153
Brief Description	Disposal of Condemned/ Surplus/ Unserviceable goods on “ <b>AS IS WHERE IS BASIS</b> ”
Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
E-Bid and Original documents submission closing Date & Time	18/06/2019 at 14-00 hrs.(IST)
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.
Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the <b>next date of Bid Closing date</b> and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
Bid validity	90 days from bid closing date.

Earnest money Deposit/ Bid Security Amount (original receipt to be enclosed with Techno-commercial Bid only)	As stated above
Eligibility Criteria	As per Annexure-III of Tender document.

- 4.0** No manual tenders/offline submission shall be accepted.
- 5.0** All the documents in support of eligibility criteria are also to be uploaded along with Technical Bid. The Tenderers are advised in their own interest to upload the scanned copies of the desired papers/documents with their bids failing which their bids may be declared non responsive.
- 6.0** The foremost requirement of participation in e-Tender is to have a digital signature.
- 7.0** The Directorate General of Hydrocarbons reserve the right to cancel the e-tender at any time/ stage or relax /amend/ withdraws any of the terms and conditions contained in the tender documents without assigning any reason thereof. Any enquiry, after uploading of the bid shall not be entertained. In case of withdrawal of bid, the EMD will stand forfeited.
- 8.0** The Terms and Conditions of the tender are enclosed (PDF format) and the price (Commercial Bid) in BOQ (Bill of Quantity) format.
- 9.0** Bidders are mandatorily required to conduct an inspection/ assessment of lots to verify the physical conditions/ quantity of the condemned material/ goods. No claims/excuses regarding discrepancy in conditions/ quantities of the condemned material/ goods will be entertained after placement of sale order to the firm/vendor.

HOD (MM)  
For Directorate General of Hydrocarbons

**GENERAL TERMS AND CONDITIONS**

1. **Eligibility Criteria:** Bidders must fulfill following eligibility criteria and submit documents mentioned at Annexure-III Part-II of this tender document in support of the same as under:
  - (a) Must be registered as a Recycler/Re-processor/Dismantler of e-Waste with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the State Pollution Control Board or State Governments dealing with E-waste etc. Bids received from the firms other than so registered will be summarily rejected. (This clause only be applicable for E-waste Lot No. B)
  - (b) Must be registered as a Recycler/Re-processor/Dismantler of Hazardous Waste with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the State Pollution Control Board or State Governments dealing with Hazardous waste. Bids received from the firms other than so registered will be summarily rejected. (This clause only be applicable for E-waste Lot No. C)
  - (c) Bidder must conduct an inspection/ assessment of lots proposed for disposal to verify the physical conditions/ quantity as the condemned material are being sold on “as is where is basis”. Bidders who will not carry out an inspection/ assessment of lots will be rejected straightway.
2. **Earnest Money/Bid Security:**
  - 2.1 Earnest Money may be accepted in the form of Account Payee Demand Draft/Banker’s cheque.
  - 2.2 The scanned copies of Receipts for EMD/Bid Security must be uploaded accordingly and original is to be sent in a sealed envelope in favour of the “Directorate General of Hydrocarbons” payable at New Delhi valid for **90 days** to the HoD (MM), OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301 till e-bid Submission closing date & time, failing which the bid shall be summarily rejected.
  - 2.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof in case the tenderer fails to observe and comply with the stipulation made here in or backs out after quoting the rates, the aforesaid amount of Earnest Money will be forfeited by the DIRECTORATE GENERAL OF HYDROCARBONS.
  - 2.4 The tenders without Earnest Money Deposit will be summarily rejected.
  - 2.5 No claim shall lie against the Department in respect of erosion in the value or interest on the amount of Earnest Money Deposit.
  - 2.6 Earnest Money would be refunded to the unsuccessful tenderer / bidders without interest within 30 days after the finalization of the tender process.
  - 2.7 Earnest Money would be refunded to the successful tenderer / bidders without interest within 30 days after lifting/shifting of the approved lots from the DGH premises subject to no pending dues on the successful tenderer / bidders.
3. **Inspection of Items:**  
The inspection of Condemned material can be done carefully by the prospective bidders or their representatives at the designated places mentioned as under between 10.00 hours to 16.00 hours on normal working days before 05 days of closing date of tender at CPP portal.

Queries can be raised to the concerned officer at the time of inspection. No further clarification shall be entertained after the above inspection.

Lot No.	Name of Particulars/ Lot No.	Locations
A.	Condemned Office Furniture	Basement-I of OIDB Bhawan, Sector-73, Noida
B.	Condemned ACs unit	Basement-I of OIDB Bhawan, Sector-73, Noida
C.	Condemned Batteries Bank	Basement-I of OIDB Bhawan, Sector-73, Noida

**4. Payment:** The successful bidder will have to pay the entire quoted/offered amount in the form of Bank Draft drawn in favour of "Directorate General of Hydrocarbons" within seven working days after receipt of letter regarding award of contract, failing which the contract may be cancelled and EMD shall stand forfeited.

**5. Preparation and Uploading of e-Tender:**

**5.1 Preparation of Bids:**

5.1.1 Bidder should take into account any corrigendum published on the tender document before uploading their bids.

5.1.2 Bidder should go through the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and contents of each of the document that need to be uploaded. Any deviations from these may lead to rejection of bid.

5.1.3 Bidder in advance should get ready the bid documents to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100 dpi with black and white option.

**5.2 Submission of Bids:**

5.2.1 Bidder should login to the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.2.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.2.3 Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument.

5.2.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original receipt of EMD should be sent in a sealed envelope to "Directorate General of Hydrocarbons" to the HoD (MM), OIDB Bhawan, Plot No. 2, Sector 73, Noida -201301 till "Bid Submission Close Date & Time" failing which the bid shall be summarily rejected.

5.2.5 A standard BOQ (Bill of Quantity) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells

should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 5.2.6 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.
- 5.2.7 Upon the successful and timely submission of bids, the portal will give a Successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
- 5.2.8 The bid summary has to be printed and kept as acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 5.2.9 The employees of DGH and their near relatives are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

**6. Signing of Tender:** Signature should be done electronically as per e-procurement system.

(a) A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or Principal Officer duly authorized by the Board of Directors of the company, if it is a company.

**Kindly note:**

(I) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the Partnership Agreement or a general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(II) In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all the partners of the firm must sign the tender and all other related documents.

(III) A person signing the tender form or any other documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, competent authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(IV) The tenderer should sign and affix his/ his firm's stamp on each page of the tender and all its Annexure as the acceptance of the offer. NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS NOTICE INVITING E-TENDER.

**7. Technical Bid:**

i) The Technical Bid should be submitted format provided in Annexure-III Part I of the document.

ii) Copy of the Earnest Money Deposit Receipt has to be uploaded along with the Technical Bid.

iii) Copy of the Cost of e-tender document Deposit Receipt, if any, has to be uploaded along with the Technical Bid.

iv) All page of e-NIT and its Annexure has to be signed, stamped, and uploaded.

v) Copy of Annexure-V (Undertaking) duly signed.

vi) Copy of Annexure-VI (Undertaking) duly signed.

vii) Copy of Annexure-VII (Undertaking) duly signed.

vii) The bidder should also enclose the certified copy of the valid registration certificate (as required) issued by the Central Pollution Control Board or the State Pollution Control Committee along with the tender document failing which the tender will be rejected. The successful bidder shall produce the original certificate before lifting of the items from said location (This clause only be applicable for E-waste/ Hazardous Lot No. B & C )

viii) All bidders must enclose GST registration certificate along with the tender documents.

ix) All documents of technical bid should be submitted electronically in PDF Format.

x) The bidder has to keep track of any changes by viewing addendum/corrigendum issued by the Tender inviting authority on time to time basis one –procurement platform. The Department will not be responsible for any claims/problem arising out of this.

## **8. Commercial Bid:**

- 8.1 The Commercial Bid should submit in BOQ file (Annexure-IV) given in CPP Portal.
- 8.2 The Commercial Bids of the Tenderer short-listed after evaluation of technical bids will be opened on a specified date and time to be intimated to the respective tenderer.
- 8.3 The commercial bid of the tenderer whose technical bid is disqualified will not be opened.
- 8.4 The bidder has to submit their separate rate against each lot.
- 8.5 GST or any other tax/duty, if applicable shall be borne by the bidder.
- 8.6 The rate quoted shall be final.
- 8.7 The successful bidder shall be evaluated on the basis of “**Highest Quoted Price for each lot**” separately.
- 8.8 The price inclusive of all taxes and levies should quote in words and figures. The Price /Taxes quoted shall be firm and final. It is further to mention that all taxes/levies of respective states shall be borne by tenderer.
- 8.9 Terms of payment as stated in Tender Document shall be final.
- 8.10 No terms and conditions should be entered by the Tenderer along with commercial bid.
- 8.11 Any conditional bid will not be entertained.

## **9. Opening of the e-Tender:**

On the date and time of E-TENDER OPENING, Technical bids will be opened first. Thereafter, Commercial Bids of the Tenderer short-listed after evaluation of technical bids will opened on a specified date and time intimated to the respective Tenderer. If the tender could not be opened at the given time & date due to unforeseen circumstances, the tender will be opened on the next working day at the same time & venue.

10. If the sufficient numbers of bidders have not submitted their tender, the same will be postponed.

**11. Criterion for Evaluation of Tenders:**

- 11.1 The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure – III, which includes: i) Payment of Earnest Money Deposit/ Bid security ii) Submission of documents mentioned in Part-II of Annexure-III.
- 11.2 The Commercial Bid of such firms found valid based on specification as Part-II of Annexure-III, will be opened on the date, time & venue to be announced after scrutiny of the Technical Bid.
- 11.3 Decision of the DGH will be final on all issues/objections, and no inquiry will be entertained after tender opening.

**12. Lifting of all condemned, surplus & unserviceable goods:**

- 12.1 The successful bidder has to be taken the delivery of all condemned, surplus & unserviceable goods within 20 days from the date of sale order. After 20 days, ground rent as specified below in clause no. 12.11 shall be applicable.
- 12.2 Placement/ Acceptance of sale order/s will be followed by the deposit of sale amount by the successful bidders to DGH, and thereafter issue of gate pass/ release order by the DGH to the successful bidders subject to confirmation of full payment.
- 12.3 Successful bidders shall be required to lift all condemned, surplus & unserviceable goods and not selectively from the designated places mentioned in the Annexure-I to their premises on "AS IS WHERE IS BASIS" after depositing & confirmation of the full amount.
- 12.4 The goods shall be and remain in every respect at the risk of the Buyer from the date of placement of sale order by the DGH shall not be under any liability for the safe custody or preservation thereof from that date.
- 12.5 No damage shall be caused to the existing property of this Office or any other Offices in the premises while removing the materials from the site. Any loss/ damage to the property of this Office or any other Offices in the premises or injury or personal accident suffered by any person due to negligence or action of the successful bidder or his authorized worker/ supervisor will be borne by successful bidder and they will be indemnified.
- 12.6 Goods/material will be removed under the supervision of designated Officer(s) of this Office. Materials will have to be removed within the time stipulated in acceptance letter. No extension of time will be given under ordinary circumstances. However, extension of time may be granted provided convincing and satisfactory reasons for such delay is given in writing by the successful bidder. Delay, beyond the stipulated time, may entail cancellation of the award/ order.
- 12.7 All the charges i.e. loading, unloading and transportation to be incurred in course of lifting of items from the designated place shall be borne by the successful bidder.
- 12.8 Space should be left clear after lifting their belongings by the approved vendor failing which EMD/BID SECURITY will be forfeited.
- 12.9 Any damage to the property of the DGH, if noticed, due to the fault of the successful bidder during lifting the items shall be recovered from the said firm and the decision of the DGH shall be binding on the bidder.

- 12.10 Successful Tenderers shall have to lift their approved Lots notified in Annexure –II (as is where is basis) after issuing of the gate pass by DGH subject to full payment by the tenderers, during working days.
- 12.11 If the Successful Tenderer fails to lift the condemned, surplus & unserviceable goods or part thereof within 20 days from the date of placement of sale order, ground rent @ Rs.1000/- per day will be charged till the final lifting of the goods by tenderers. No shifting will be permitted on Saturday, Sundays and Govt. Holiday. Selected parties (highest bidder) shall be allowed to lift or load condemned goods only after issue of gate pass by DGH.
- 12.12 This tender is non-transferable. Tenderer shall submit only one tender.
- 12.13 Each page of the tender document should be signed by the bidder(s). Incomplete and unsigned quotations are liable to be rejected.
- 12.14 If a firm violates any of these terms & conditions, the same shall be blacklisted and other legal action may be initiated.

### **13. Compliance with Laws:**

- 13.1 **FOR LOT B:** All the bidders shall ensure compliance with the provisions contained in E-Waste (Management) Rules, 2016 or as amended from time to time and guidelines issued by Government for its disposal/recycling in an environment friendly/safe manner.
- 13.2 **FOR LOT C:** All the bidders shall ensure compliance with the provisions contained in Batteries (Management and Handling) Rule 2001 as or amended from time to time and guidelines issued by Government for its disposal/recycling in an environment friendly/ safe manner.

### **14. SETTLEMENT OF DISPUTES AND ARBITRATION**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.



- 14.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 14.7 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.
- 14.8 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.

## **15. TERMINATION:**

- 15.1 **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 17**.
- 15.2 **Termination for delay in mobilization:** Successful bidder shall be required to mobilize the resources along with crew for lifting of all condemned, surplus & unserviceable goods within the time period stipulated in this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilize as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 15.3 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 07 (Seven) days written notice to the Contractor due to any other reason not covered under the above **clause from 15.1 to 15.3** 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.
- 15.4 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.

## **16. CHANGE IN LAW**

- 16.1 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.
- 16.2 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.
- 16.3 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.

- 16.4 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.
- 16.5 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.
- 16.6 Notwithstanding the provision contained in clause **16.1 to 16.4** 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.

**17. 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 cancelling this CONTRACT in whole or part at its discretion without any liability at its part. The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

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**ANNEXURE-II**

<b>Lot No.</b>	<b>Name of Particulars/ Lot No.</b>	<b>Qty. of Items</b>	<b>Locations</b>
<b>A.</b>	Condemned Office Furniture (as is where is basis) Chairs: 20 Nos Tables: 61 Nos. Steel Amirah: 02 Nos. Cupboard/ Filing Cabinet and Racks (Wooden): 01 No.	84 Nos.	Basement-I of OADB Bhawan, Sector-73, Noida
<b>B.</b>	Condemned ACs unit (as is where is basis)	18 Nos.	Basement-I of OADB Bhawan, Sector-73, Noida
<b>C.</b>	Condemned Batteries Bank (as is where is basis)	1 Set	Basement-I of OADB Bhawan, Sector-73, Noida

**(Part- I)**

**TENDER FORM -1 TECHNICAL INFORMATION AND UNDERTAKING GENERAL PARTICULARS**

**(See Clause 7 of Annexure-I)**

**Sub: Notice Inviting e-Tender to dispose of condemned, surplus & unserviceable goods**

1.	Name and Address of the bidder/concern	:	
2.	Contact Details of bidder/ concern Telephone No, Mobile No. Fax No E-mail id.	:	
3.	EMD Particulars: Receipt No: Date: Amount: Name of Bank: (Scanned copy of Receipt to be uploaded and original to be sent)	:	
4.	Whether each page of Notice Inviting e- Tender and its Annexure have been manually signed and stamped enclosed.	:	
5.	Whether undertaking to be signed by contractor/tenderer on behalf of his firm as per Annexure-V is enclosed.	:	
6.	Whether undertaking with regards Non- Black-listing of firm as per Annexure-VI is enclosed.	:	
7.	GST Registration No.( Enclose Copy)	:	
8.	Required Registration Certificate No. issued by Centre/State Pollution Control Board (Enclose Copy)	:	

**Important: Original document/ receipts in respect of column no. 3 should be sent to this office (before date & time of closing of Technical Bid) without fail.**

Dated at

(Dated signature of tenderer with stamp of the Company)

## **Part-II**

### **Documents to be uploaded**

1. All page of e-NIT and its Annexure has to be signed, stamped, and uploaded. (Clause 7 of Annexure-I refers).
2. Copy of EMD receipt.
3. Copy of Annexure-V (Undertaking) duly signed.
4. Copy of Annexure-VI, VII (Undertaking) duly signed.
5. Copy of Registration Certificate/s issued by Centre/State Pollution Control Board.
6. Copy of PAN CARD.
7. Copy of GST Registration Certificate.
8. Any other information important in the opinion of the Tenderer may be uploaded.

**ANNEXURE- IV**

<b>PRICE SCHEDULE</b>						
<b>(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 )</b>						
<b>Sl. No.</b>	<b>Item Description</b>	<b>BASIC RATE In Figures To be entered by the Bidder in Rs. P</b>	<b>GST in %</b>	<b>TOTAL AMOUNT without taxes in Rs. P</b>	<b>TOTAL AMOUNT With GST</b>	<b>TOTAL AMOUNT In Words</b>
1.01	<b>LOT A:</b> Condemned Office Furniture (as is where is basis)					
1.02	<b>LOT B:</b> Condemned ACs unit (as is where is basis)					
1.03	<b>LOT C:</b> Condemned Batteries Bank (as is where is basis)					
<b>Total Amount in Figures</b>						
<b>Quoted Rate in Words</b>						

**Note:**

- i) Bidder has option to submit their bid either for a single lot, two lots or for all three lots subject to submission of documentary evidence confirming the eligibility criteria.
- ii) Bidder must quote the GST rate in Price schedule. Total Amount must be inclusive of applicable GST.
- iii) Quantities in each lot has already been mentioned at Annexure-II (Page 11) of tender document.
- iv) Bidder is required to submit the “Price schedule” (without indicating any price) in technical bid.
- v) 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/schedule format blanked out. However a tick mark ( ✓ ) shall be provided against item/lot (which the bidders has opted to quote) 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/schedule 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.

(To be submitted along with the documents of Technical Bid)

Date:

To,

The Director General,

DIRECTORATE GENERAL OF HYDROCARBONS

OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301

Ref: MM-13019/1/2019-DGH/ENQ-153

Undertaking to be signed by the contractor/ tenderer on behalf of his/her firm.

I \_\_\_\_\_ do hereby undertake that I have clearly and precisely understood the terms and conditions of the tender, that I will abide by these terms and conditions mentioned in the tender notice/document in letter and spirit, that any breach and/or violation of any of the terms and conditions and/ or in case of my work being found unsatisfactory at any time, during the period of contract, my contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the liable to make good all extra cost(s) borne by the DGH for getting the jobs done by other person(s) and/ or any loss or damages that may be caused to the DGH owing to the unsatisfactory/failure to work on my part.

I \_\_\_\_\_ also undertake that the decision of the DGH, Noida shall be final and binding in all cases, whatsoever may be, pertaining to this contract.

Signature & rubber-stamp of the  
Tenderer/contractor

Place:

(To be submitted along with the documents of Technical Bid)

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

E-Tender No. MM-13019/1/2019-DGH/ENQ-153 for "Disposal of Condemned/ Surplus/ Unserviceable goods on "AS IS WHERE IS BASIS".

**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 debarring 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

.....



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

(To be submitted along with the documents of Technical Bid)

E-Tender No. MM-13019/1/2019-DGH/ENQ-153

This has reference to our proposed contract regarding Disposal of Condemned/ Surplus/ Unserviceable goods on "AS IS WHERE IS BASIS 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...**

### E-tendering Instructions to Bidders

#### **General:**

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

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

#### **1. Tender Bidding Methodology:**

Sealed Bid System –Two Envelopes.

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

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

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

#### **3. Digital Certificates:**

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

#### **4. Registration:**

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

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

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

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

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

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

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).
- (II) Power of Attorney (in Original) for authorized signatory of bid.
- (III) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, tender number, name of work and the phrase — Do Not Open Before (Due date & time of opening of tender) —

**Note:**

- A. The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. The DGH shall not be responsible if the envelope is delivered elsewhere or late.
- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

**7. Other Instructions:**

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

The bidder should visit the home-page of the CPP portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and go to the link “e-procure”, then “Bidders Manual Kit” and “Help for Contractors” link.

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
  - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
  - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blue back ground cells. Don't fill in white back ground cells.
  - c. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
  - d. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause \_\_\_\_\_ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

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