

# DIRECTORATE GENERAL OF HYDROCARBONS (Ministry of Petroleum & Natural Gas) Plot No.2, OIDB Bhawan, Sector 73, Noida-201301

Directorate General of Hydrocarbons (DGH) invites bids from eligible Suppliers / Contractors for the following Services / Scope of Supply:

Tender No	Description of Item	Tender Fee
DGH/MM/S&PITEMS/091/201 4/ENQ/139	Rate Contract for Supply of Stationery / Printing, for 1 year.	Rs.200.00

Eligible Bidders may note that above detailed tender documents are available on DGH's web site <a href="www.dghindia.org">www.dghindia.org</a>. and Government of India's Public Procurement Portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> for downloading, till the document sale / download closing date of 22.07.2014. Due date for submission of Bids is 1400 Hrs of 23.07.2014.

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.

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of Supply etc. in particular before purchase / down load of the Bid Documents.

# Directorate General of Hydrocarbons Ministry of Petroleum & Natural Gas Govt. of India, New Delhi, 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 FOR INVITATION TO BID

To,

# Sub: Supply / Printing of Stationery on Rate Contract to DGH, Noida.

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders in duplicate for providing aforesaid scope of supply / services.

The salient features of the tender are:

1	Tender No.	:	DGH/MM/S&P ITEMS/091/2014/ENQ-139
2	Brief Description of the Services	:	Rate Contract for Supply / Printing of
	/ Scope of Supply.		Stationery for One year.
3	Type of Bid	:	National Open Tender under 2 Bid System
			(Techno-commercial Bid & Price Bid)
4	Document Download / Sale End Date	:	22.07.2014
5	Bid Closing Time & Date	:	1400 Hrs (IST) on 23.07.2014
6	Place of Submission		Directorate General of Hydrocarbons
			(DGH), OIDB Bhawan, Tower A, Plot
			No. 2, Sector – 73, Noida -201 301. India.
7	Bid Opening Time, Date &		Techno-commercial bid :
	Place		1500 Hrs. (IST) on the same date of Bid
			Closing and at the same address, as
			above.
			Price bid :
			Opening time and date shall be intimated
			to technically qualified bidders.
8	Bid validity	:	90 days from bid closing date.
9	Amount of Bid Bond (original		Rs. 60,000.00
	Bid Bond to be enclosed with		Bid Bond in the form of a Bank Guarantee
	the Techno-commercial Bid		to be valid for 45 days beyond the validity
	only)		of the bids asked for in the Bid Documents.
10	Amount of Performance	:	7.5 % of the Contract value to be
	Guarantee to be submitted only		submitted within 21 days of submitting the
	by the Successful Bidder.		letter of Intent (LOI). Bidders should
			ensure that the Performance Bank

			Guarantee should be valid for a period extending to 3 months beyond the expiry of the tenure of the contract.
11	Duration of the Rate Contract	:	1 year from date of commencement.
12	Delivery Date for individual release orders against the Rate Contract	:	7 days from the date of the delivery order.
13	Terms of Delivery	:	Delivered Free at the Office of DGH, Noida within 7 days of delivery order.
14	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.		At the rate of 1.5% of the individual delivery order value per week or part thereof subject to a maximum of 7.5 % of the each Delivery Order value for the period extending beyond the scheduled delivery date.

Other details and terms/conditions are as per the following Annexures I-IV (a) & (b).

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

Thanking you,

Yours faithfully

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" under Bid Evaluation Criteria under **Annexure-II**.

#### 2.0 TENDER FEE

- **2.1** The offer will not be considered without tender fee. The Government Departments are exempted from payment of tender fee. The bidders downloading the Bid document from the website should ensure to submit "Tender Fee" along with the Techno-commercial Bid.
- **2.2** Refund of Tender Fee: In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidder.

# 3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

# 4.0 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 and also in cases where the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

# B. THE BIDDING DOCUMENT

#### 5.0 CONTENT OF BIDDING DOCUMENTS

**5.1** The services and 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 for Changes/Modifications Sought by Bidders.

Appendix 4 : Bid Bond Bank Guarantee proforma.

Appendix 5 : Bank Guarantee for Performance Security

Appendix 6 : Check list for Documents in Techno Commercial Bid

ANNEXURE II : Bid Evaluation Criteria

**ANNEXURE III**: General Terms & Conditions of Contract

# ANNEXURE IV (a) & (b) : Scope of Supply, Technical Specifications& Price Schedule

**5.2** The bidders are expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required by the bid 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.

# 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 also will be sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents directly from DGH. However, all bidders particularly those who have not purchased the Bid documents directly from DGH but downloaded the same from DGH website are advised to visit DGH website periodically to update themselves about modifications to the Bid, 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 LANGUAGE AND SIGNING OF BID

- **7.1** 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.
- **7.2** Bids shall be submitted in the prescribed bid proforma as per **Appendices 1 to 6**of **Annexure-I&** Price schedule. The prescribed proforma at Appendices of **Annexure I,** duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".
- **7.3** 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.
- **7.4** The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

- **7.5** The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.
- **7.6** The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. 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.
- 7.7 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.
- **7.8** The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.
- **7.9** 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.
- **7.10** 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.
- **7.11** The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.
- **7.12** Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- **7.13** The original bid should be signed manually by the authorized signatory (ies) of the bidder.
- **7.14** The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

# 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.

#### 9.0 DOCUMENTS COMPRISING THE BID

#### 9.1 Techno-commercial Bid:

- **9.1.1** The bid prepared by the Bidder shall comprise the following components, duly completed:
- a) Proof of the sale / issue of bid documents or Requisite "Cost of Bid Document" in case of using downloaded Bid documents, as the case may be.
- **b)** The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- c) All Appendices 1 to 6 of Annexure –I.
- d) Price Format. (Annexure IV (a) & (b) (Without indicating Prices)
- **e)** Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the DGH's satisfaction:
  - (i) That the Bidder has the financial, technical and production capability necessary to perform the Contract.
  - (ii) That the Bidder meets **all** the criteria prescribed in the Bid Evaluation Criteria (Annexure-II).
- f) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
  - (i) A detailed description of essential technical and performance characteristics of the services.
  - (ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- **g)** Bid security.
- **h)** The bidder should submit a declaration to the effect that neither the bidder 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.

#### 9.2 Price Bid

The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

#### 10.0 BID PRICES

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

- **10.2** Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation during the currency of contract on any account.
- **10.3** Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

# **10.4** Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

**10.4.1** Bidders may take note there would be no customs duty exemption available for business tendered with DGH.

# 10.5 Income Tax Liability

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

**11.0 PAYMENT TERMS**: Within 30 days of receipt of Invoices against completed supplies against each release/ delivery Order against the Rate Contract.

# 12.0 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 alongwith 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. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
- **8.** E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
- 9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
- **10.** Any other details as required by the remitting bank.

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

#### 13.0 VAGUE AND INDEFINITE EXPRESSIONS

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

# 14.0 PERIOD OF VALIDITY OF BIDS

- **14.1** The Bid shall be valid 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.
- **14.2** 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.

#### 15.0 BID SECURITY

- **15.1** 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 **15.7**.
- **15.2** Government Departments and Public Sector Undertakings are exempted from payment of Bid Security.
- **15.3** The Bidders not covered under Para **15.2** above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid".
- **15.4** 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 valid for **90 days** from its date of issue.
- (ii) A Bank Guarantee as per **Appendix 4.** 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.
- **15.5** DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- **15.6** Subject to provisions in para **15.2** above, offers without Bid Security will be ignored.
- **15.7** 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.
- 15.8 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).

# 16.0 TELEX / TELEGRAPHIC / TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

**16.1** Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

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

#### D. SUBMISSION AND OPENING OF BIDS

# 17.0 SEALING AND MARKING OF BIDS.

- 17.1 Offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details but with price columnblanked 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 Priced Commercial bid This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.
- **17.2** The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.
- **17.3** Price bids, which remain unopened with DGH, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- **17.4** Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

**17.5** DGH will not be responsible for the loss of tender form or for the delay in postal transit.

#### 18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than 1400 Hrs (IST) on the notified date of closing of the tender. Offers 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. All out-station tenders, if sent by post, should be sent under registered cover. Bids received by post without proper superscription of Tender number & Bid Closing Date on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.

#### 19.0 LATE BIDS

- **19.1**Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.
- **19.2**Any bid received after dead line for submission of bid, will be rejected and returned unopened.

#### 20.0 MODIFICATION AND WITHDRAWAL OF BIDS

**20.1** No bid may be modified after the dead line for submission of bids.

#### 21.0 OPENING OF BIDS

- **21.1** 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.
- **21.2** 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

### 22.0 EVALUATION AND COMPARISON OF BIDS

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

### 23.0 UNSOLICITED POST TENDER MODIFICATIONS

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

# 24.0 EXAMINATION OF BID

**24.1** The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139 11/46

been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.2 <u>DGH will determine the conformity of each bid to the bidding documents.</u> <u>Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria</u> of the bidding document will be rejected.

#### 25.0 SPECIFICATIONS

**25.1** 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.

#### 26.0 PURCHASE PREFERNCE

**26.1** DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

#### F. AWARD OF CONTRACT

#### 27.0 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.

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

**28.1** DGH reserves the right to reject, accept or prefer any bid andto 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 itselfthe right to accept any bid in part or split the order between two or more bidders.

#### 29.0 NOTIFICATION OF AWARD (NOA)

- **29.1** Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.
- **29.2** The notification of award will constitute the formation of the contract.
- **29.3** 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.

#### 30.0 PERFORMANCE SECURITY:

30.1 Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per Appendix – 5 in the form of Bank Guarantee(BG) from any Nationalised / Scheduled

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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.

- **30.2** The performance security specified above must be valid for a period extending 3(three) months beyond the expiry of contract period 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.
- **30.3** 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.
- **30.4** The Performance Security will not accrue any interest during its period of validity or extended validity.

#### 31.0 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-III**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

# Appendix 1

# **BID SUBMISSION FORM**

Tender No	Bidder's Telegraphic Telephone No	Address :
	FAX NO	:
Directorate General of Hydrocarbons OIDB Bhawan, Tower A, Plot No. 2, S	ector – 73, Noida -201 3	<u>301.</u>
Dear Sirs,		
I/We hereby offer to supply the portion thereof as you specify in the said schedule and agree		
2. I/We hereby confirm that the duration of <b>1 year</b> .	quoted prices will remai	n firm for the entire contract
3. I/We have understood and Annexure-I, "Bid Evaluation Crite Terms and Conditions" at Annexure examined and complied with the Scoto (b) hereto and am/are fully aware of is to provide services strictly in according	ria" at <b>Annexure-II,</b> a <b>e-III</b> for providing serv ope of Work, Specification the nature of the service	ind accepted the "General ices and have thoroughly ons etc at <b>Annexure-IV(a) &amp;</b> e required and my/our offer
4. If our Bid is accepted, we will Demand Draft or a Bank Guarantee for the Contract.	•	
5. Until a formal Contract is prepa acceptance thereof in your notificat between us.		
		Yours faithfully, Signature of the Bidder
		Name
	Seal of the Company	,
	Dated	
Signature of witness		
Address		

Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139

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 –	<u>73, Noida -201 301, India</u> .
Subject : <b>Tender No</b> Sir,	due on
Mr has been authorised to be pabove tender due on at	
	Yours faithfully
	Signature of Bidder
Copy to: Mrfor before the HoD (MM) at the time of opening of bids	

# PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BYBIDDERS 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. 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
		Signature of the Bidder	
		Name	
		Seal of the Company	

Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway

# Proforma of Bank Guarantee towards Bid Security BID BOND

Ref. No		Bank Guarantee No
To,	Dated	
Di	ectorate General of Hyd DB Bhawan, Tower A, F	drocarbons Plot No. 2, Sector – 73, Noida -201 301, India.
Dear Sire		
Tower A which e and inclua Tende Head/Re the 'Bic shall me assigned having a an unc figures)_the due Inviting documer	Plot No. 2, Sector – 7 pression unless repure all its successors, No	eral of Hydrocarbons, having its office at OIDB Bhawan, 3, Noida -201 301, India. (hereinafter called 'DGH' gnant to the context or meaning thereof shall mean administrators, executors and assignees) has floated and M/s having (hereinafter called on unless repugnant to the context or meaning thereof successors, administrators, executors and permitted a bid Reference No
ofto as "the shall me assigned demand Rupees and recomade by differenc 3. The appropriate.	having its he Bank" which expression and include all its and include all its of the amount of the property of the property of the property of the Bank also agree that a supersy of the country of the Bank also agree that	registered under the laws ad/registered office at (hereinafter referred on, unless repugnant to the context or meaning thereof, successors, administrators, executors and permitted see and undertake to pay immediately on the first of Indian Rs. (in figures) (Indian only) in aggregate at any time without any demur having to substantiate the demand. Any such demand e and binding on the Bank irrespective of any dispute or this guarantee has been issued with observance of issue.
Courts of	the place from where t	ne Bank Guarantee has been issued
	which inc	be irrevocable and shall remain in force up to <b>ludes forty-five days</b> after the period of bid validity and hould reach the Bank not later than the aforesaid date.

Guarantee is limited to Inwords)	thing contained hereinabove, our liability under this dian Rs (in figures) (Indian Rupees (in only) and our guarantee shall remain in force until bank guarantee)
Bank Guarantee. If no such DGH under this Guarantee was the said date, all the right cease until we have satisf	Guarantee must be received by us before the expiry of this claim has been received by us by the said date, the rights of vill cease. However, if such a claim has been received by us its of DGH under this Guarantee shall be valid and shall not ied that claim. In witness whereof, the Bank, through its its hand and stamp on this day of
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
WITNESS NO. 2	Dated
(Signature) Full name and official address (in legible letters)	
Note:	

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 1. documents.

19/46

Dated.

# **Proforma of Bank Guarantee towards Performance Security.**

# **PERFORMANCE GUARANTEE**

Bank Guarantee No.

Ref. No.

To, Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Dear Sirs,
1.1 In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as `DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No dated (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s having its registered/head office at (hereinafter referred to as the 'CONTRACTOR') which
expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupeesfor the faithful performance of the entire CONTRACT.
1.2 We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs (in figures) (Indian Rupees (in words) ) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
1.3 The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

The Bank further agrees that DGH shall have the fullest liberty without our consent

and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139

CONTRACTOR(s) from time to time or to postpone for any time or from time to 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.

appropriate laws of the country of issue.	
accordance with Indian Laws and subject to place from where the Bank Guarantee has 1.9 Notwithstanding anything contained s limited to Indian Rs. (in figures) ) and our	d herein above, our liability under this Guarantee (Indian Rupees (in words) guarantee shall remain in force until
· · · · · · · · · · · · · · · · · · ·	late of expiry of bank guarantee). nust be received by us before the expiry of this
•	een received by us by the said date, the rights of
DGH under this Guarantee will cease. He	owever, if such a claim has been received by us under this Guarantee shall be valid and shall not
In witness whereof, the Bank thro stamp on thisday of20 at	ough its authorised officer has set its hand and
WITNESS NO. 1	
(Signature)	(Signature)
Full name and official	Full name, designation and
address (in legible letters) with Bank stamp	address (in legible letters)
	Attorney as per power of
	Attorney No
	Dated

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters)

# CHECK LIST FOR DOCUMENTS IN TECNO-COMMERCIAL BID

Please confirm if following documents have been enclosed with Techno-commercial bid:

SI	Particulars	Yes or No
1	DD towards Tender Fee	
2	DD or BG for EMD	
3	Contract copies alongwith completion certificates, in proof of eligibility.(Ref. Section B under Annexure-II)	
4	Self certificate stating the address, contact person, designation phone no, e-mail id, fax number etc. of the NCR office of the bidder .(Ref. Section B under Annexure-II)	
5	Bid Submission Form duly filled up & signed (Appendix-I)	
6	Whether ensured that price bids are NOT submitted in the techno- commercial bid. (Price Bid is to be submitted in a separate envelope)	

Signature of the Bidder	
	Name
	Seal of the Company

# **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 within the **5 days** of closing date of Sale / Download of Bid Documents. 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:

- **1.0** Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected out rightly.
- **2.0** Eligibility and experience of the bidder:-
- **2.1** The Bidder must have experience of having successfully executed orders for supply & printing of Stationery Items during last 5 years ending Bid Closing Date and should be one of the following:
- (i) Three similar completed Rate Contracts each costing not less than Rs. 8.00 Lakhs.
- (ii) Two similar completed Rate Contracts each costing not less than Rs. 10.00 Lakhs.
- (iii) One similar completed Rate Contracts costing not less than Rs. 16.00 Lakhs.

#### **2.1.1** Documents to be submitted for 2.1 above:

Documents establishing successful execution of above jobs must be submitted along with the technical bid. These documents shall be in the form of:

- (i) Self-certified copies of relevant pages of contract document showing Contract Number, period of contract and Detailed Scope of Supply etc.
- (ii) Self-certified copies of completion Certificate(s) or payment certificates or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)
- **2.2** For operational convenience, the bidder should have an office in NCR.
- **2.2.1** Documents to be submitted for 2.2 above, along with the technical bid:

Self-certificate stating the address, contact person, designation phone no, e-mail id, fax number etc.

# **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** Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Terms &Conditions of Contract at **Annexure III** and Instruction to Bidders at **Annexure I**by attaching a copy of the tender document duly signed by the bidder on all the pages.

# **2.0** Offers of following kinds will be rejected:

- a) Offers made without "Tender Fee i.e. Cost of Bid Document" along with the Techno-Commercial bid (Refer clause 2 of Instruction to Bidders).
- b) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the Techno-Commercial bid (Refer clause 15 of Instruction to Bidders )
- c) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- **d)** Offers which do not confirm unconditional validity of the bid as indicated in the "Forwarding Letter for Invitation to Bid".
- e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- f) Offers which do not conform to DGH's price bid format.
- g) Offers which do not confirm to the contract period indicated in the bid.
- h) The offers indicating/ disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall best raight away rejected.
- **3.0** 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

#### Evaluation of bids: -

- (i) Evaluation of offers will be made on the basis of total amount of all items inclusive of all charges, taxes & duties for the indicated quantity in the price format. Price formats given at **Annexure IV(a)** and **Annexure IV(b).**will be evaluated separately. There can be two rate contracts on the basis of price format **Annexure IV(a)** and **Annexure IV(b).**
- (ii) In case of tie among the bidders parallel rate contracts among the bidders can also be entered into.
- (iii) Rate for all the items is to be quoted by the bidders. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However while awarding the rate contract successful bidder has to supply all the items and for those items for which bidder has not quoted the Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139

rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.

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

# 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.

# **GENERAL TERMS AND CONDITIONS**

# 1. **DEFINITIONS**:

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

# 1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by DGH to the successful bidder including subsequent amendments to ORDER in writing thereto.

#### 1.1.1 RELEASE ORDER:

Shall mean Individual delivery orders issued with reference to a Rate Contract during its validity specifying items, quantities and delivery period.

#### **1.2** DGH/PURCHASER:

Shall mean DIRECTORATE GENERAL OF HYDROCARBONS, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.Fax: +91 120 2472049, Noida, India and shall include all their legal representatives, successors and assignees.

#### 1.3 SUPPLIER/CONTRACTOR:

Shall mean any person or persons or firm or company in India whose bid has been accepted by DGH and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

#### **1.4** SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

#### 1.5 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sublet by the SUPPLIER after necessary consent of DGH.

## **1.6** ORDER 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 ORDER unless specifically agreed to in writing by DGH.

# 1.7 DELIVERY PERIOD:

Shall mean the date by which shipment/air freighting/despatch, as indicated in the ORDER, is effected.

#### **1.8** DESTINATION:

Shall mean the location of the consignee for which this ORDER has been issued.

## 1.9 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

#### **1.10** SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

#### **1.11** DRAWINGS :

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

#### **1.12** 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 ORDER.

#### **1.13** INSPECTION:

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 before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

#### **1.14** TESTS:

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

## 1.15 APPROVAL:

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the DGH or their representative or documents, drawings or other particulars in relation to the ORDER.

#### 1.16 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by DGH.

#### 2. SCOPE OF ORDER:

Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

## 3. ACCEPTANCE OF OFFER

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by DGH, by means of LOA /purchase order, the contract is concluded.

The LOA /purchase order being itself an acceptance of the offer does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by DGH by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by DGH.

Recovery of liquidated damages by the DGH from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by DGH.

#### 4. NOTICES & 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:

# **4.1** Directorate General of Hydrocarbons

(a) For CONTRACT related communication:

HOD (MM)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139

Fax: +91 120 2472049

For delivery of supplies and payments:

(b) HoD(Admn& HR)Directorate General of Hydrocarbons,OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.

Fax: +91 120 2472049

12	CONTRACTOR'S	PECISTERED	OFFICE AND	J ADDBEGG
4.Z	CONTRACTOR 5	KEGIOLEKED	OFFICE AIN	J AUUKEGG

	• • • •		 	• •	•	
	• • • •		 			
Phone	:					
Fax:			 			
E-mail	ld	:				

#### 5. MODIFICATION IN ORDER:

- **5.0** All modifications leading to changes in the order 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 ORDER.
- **5.1** DGH shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.
- **6.** PERFORMANCE SECURITY / PERFORMANCE BOND
- **6.0** The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of the contract value in the form of Bank Guarantee from a nationalized/scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).
- **6.1** DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
- **6.2** Performance Security/ Performance Bond shall be refunded/returned to the SUPPLIER after three months of completion of supplies/after satisfactory execution of the order.
- **6.3** In the event of non-performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.
- **6.4** The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.
- 7. WARRANTIES AND GUARANTEES: (MATERIALS AND WORKMANSHIP)

- SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components 7.1 supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).
- Should any defects be noticed in design, material and/or workmanship within 12 7.2 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, DGH shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to DGH within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period DGH shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

#### 8. REJECTION

If DGH finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters DGH will be the sole judge), DGH shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to DGH other rights and remedies to recover from the SUPPLIER any loss which the DGH may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, DGH will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to DGH, pay balance to the SUPPLIER.

#### 9. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1.5% (half percent) of the release / delivery order price per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 7.5% of each release / delivery order price of stores which the contractor/supplier has failed to deliver within the period fixed for delivery Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials

submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise.

OR

Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

# 10. LEVY OF LIQUIDATED DAMAGES(LD) DUE TO DELAY IN SUPPLIES

- **10.1** LD will be imposed on the total value of the release order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgment of DGH, the supply of partial quantity does not fulfill the operating need, LD will be imposed on full value of the supply order.
- **10.2** Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.
- 11. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

#### **12.** INSPECTION/TESTING OF MATERIAL:

**12.1** The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

# 13. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

- **13.1** If DGH finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which DGH will be the sole judge, DGH will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.
- **13.2** Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

#### 14. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or Bid Document No. DGH/MM/S&P ITEMS/091/2014/ENQ-139 30/46

benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

### **15.** VARIATION IN QUANTITY

DGH is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

# **16.** TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

# **17.** BREAKAGE/SHORTAGE:

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

#### **18.** 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. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely DGH and the CONTRACTOR. 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 (seventy two) hours of the alleged beginning and 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. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## **19.** TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order. Payment shall be subject to Tax Deduction at source as per Indian Tax Laws. The original invoice should accompany the following documents/details:

**a)** Copy of valid registration certificate under the VAT/Sales Tax rules. (Copy of valid registration certificate under the Service Tax rules, if applicable, in cases where supply involves rendering of any service also).

- **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) Tax Invoice (Original and duplicate) issued under relevant rules Central Excise, respective State VAT Act and Service Tax (as applicable), clearly indicating rates and amount of various taxes/ duties shown separately).
- **d)** Proof of delivery in case of direct / door delivery.
- g) Warranty/ Guarantee Certificate.
- **h)** Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.

#### **20.** ARBITRATION

- **20.1** 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.
- **20.2** 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.
- **20.3** 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.
- **20.4** 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.
- **20.5** It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- **20.6** The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- **20.7** The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the exclusive jurisdiction to deal with such arbitration award if required.

**20.8** 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 reenactment in lieu thereof shall apply to the arbitration proceedings under this clause.

#### 21. APPLICABLE LAW AND JURISDICTION

**21.1** The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force.

#### 22. 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 expersonnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

#### 23. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

#### 24. LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party 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 profit or interest costs or environmental pollution damage whatsoever arising.

SI. No.	Material Description	Unit	Brand Required	Estimated Annual Requirem	Unit Rate (Rs.)	Total Amount
а	b	С	d	ent e	f	g = e X f
<u>и</u>		•	<u> </u>	•	•	g-cx1
1	Attendance Register side cloth 2 Qr. (of 96 Pages)		Shipra	10		
		No.	Neelgagan			
2	Pen, Achiever	No	Add Gel	20		
2	Add vallta de Dave	NI-	Add Roll	20		
3	Add rolltech Pen  Ball Pen Precision	No	Tech	30		
4	Corrector		Reynold	-		
		No	3m	20		
		Box (12		20		
5	Binder clips 12 MM	clips	Infinity	-		
		per box)	SDI	144		
		Box (12	Infinity			
6	Binder clips - 15 MM	clips	ITIIIIIII	-		
		per box)	SDI	144		
		Box (12	Infinity			
7	Binder clips - 19 MM	clips per	minity	-		
		box)	SDI	168		
		Box (12	Infinity			
8	Binder clips - 25 MM	clips per		-		
		box)	SDI	144		
	Dindon aller - CO MANA	Box (12	Infinity			
9	Binder clips - 32 MM	clips per	,	1		
		box)	SDI	110		
10	Rindor Clip 44MM	Box (12	Infinity			
10	Binder Clip 41MM	clips per	,			
		box)	SDI	82		
		Pkt	Good Quality			
	Brown Paper Thick - 27	(100	(Specify			
11	x 40"	sheet)	Brand)	100		
12	Brown Tape - 2", (309).		3m			
	, ( <b>330)</b> .		Scotch			
		No	Wonder	240		

13	Color Pencil No. 137 C (24 colors)		Faber		
	(24 601013)	<b>5</b> 1 . (6 .	Castle		
		Pkt (24 Nos)	Camlin	10	
14	Color Pencils (in 12 colors)	,	Faber		
'-	Colors)	DI 1 / 10	Castle		
		Pkt (12 Nos)	Camlin	20	
15	Cello Tape Dispenser, Small	No	Omega		
			Kepica	100	
16	Cello tape - 1/2" X 10	Roll	Premier		
16	yds.				
	Cello tape - 1/2" x72	D-II	Wonder	103	
17	yds.	Roll	Premier		
			Wonder	100	
18	Cello tape - I" x 72 yds.	Roll	Premier		
			Wonder	100	
19	Cluch Pencils - 0.5 MM	No	Faber		
			Castle	100	
20	Color Flags - (1" x 3")	Pad	Poslt		
			3M	500	
21	Color Flags - (1/2" x 3")	Pad	Poslt		
		DI 1 (10	3M	500	
		Pkt (10 set of	Solo		
22	Colored Separator 1-10	10 sheet			
		each) Pad	Diplomate	49	
	Computer Address Slip	(100	Solo		
23	- (1" x 3")	sheet of 1/4			
	Copier Paper - A4 Size	size)	Diplomate	19	
24	75 GSM		JK		
		Rim	Power	1611	
25	Copier Paper Modi Xerox - A4 Size		JK		
		Rim	Power	100	
26	Correction fluid ERAZ- EX (Fluid & Dilutor)		Kores		
		Set	Camlin	300	

			Good		
	Paper Cutter big size		Quality (Specify		
27	(14cm)	No	Brand)	300	
			Casio		
28	Calculator original 12 digit ( equivalent to CT		Flair		
	512)	No	Citizen	50	
			German Make or		
29	DO Paper - 80 GSM	Ream	equivalent	28	
	Double Sided Self Adhesive Tape - 1.1/2"				
30	(Foam)	No	Premier		
	0.11		Wonder	10	
	Double Sided Self Adhesive Tape - 1"		Premier		
31	(Foam)				
		No	Wonder	10	
	Double Sided Self Adhesive Tape - 1/2'		Premier		
32	(Foam)				
		No	Wonder	20	
33	Drawing Pen (.02,.03,.04,.05)	No	Rotoring	20	
	Duster size 24x"24"		Or		
34	(good quality)	No	equivalent	440	
35	Eraser Big size	No	Apsara	40	
36	File Board No. 51	No	Neelgagan	1440	
37	Flair Writo Meter Pen	No	Flair	50	
38	Folder with chain (Leather /Recson)	No	As per sample	100	
20	Folder with clip (Leather	No	As per	100	
39	/Rexin)	No Box (10	sample	120	
40	Gem Clips of OFICLIP-	Pkt per	Vikrom	120	
40	26 mm	Box) Box (10	Vikram	120	
41	Gem Clips of OFICLIP- 35 mm	Pkt per Box)	Vikram	60	
	Graph Roll sheet	,		OU .	
42	(Paper tracin)inch/cm	Roll	Gateway		
	9.1m x 75 cm			2	
43	Graph Sheet paper - 8" x 11" (25 sheets/ Roll)	Pad	Neelgagan	2	
44	Glue stick - 18 gms	No	Kores	480	
		Set of 5			
45	Highlighter	highligh ter	Luxor	600	

4.0		No	Omega		
46		140	Sona		
	Index File		Diplomate	816	
47	Import gol non	Dlet	•		
47	Impact gel pen Log Book (small size)	Pkt.	Impact	30	
48	(L-7"X B-6")	No	Shipra	180	
49	Long size Tags	Bundle	Tiger	24	
50	OHP Marker No. 968	Set of 5 marker	Luxor	240	
51	Magic Tape		3m		
			Scotch		
		No	Wonder	10	
52	Matrix Note book 1/4 , 1/8 , 1/6	No	Bilt	100	
	Meeting stand (L-1" x				
53	VB- 9")	No Pkt. (10	Kepica 1/8	8	
		pen per			
54	Marker Pen P.No. 959	Pkt)	Luxor As per	40	
55	Name Plate	No	sample	223	
56	Note Pad No. 44/ (80 sheets / Pad)	No	Neelgagan		
	sheets / i duj	140	Lotus	420	
	Note Pad No. 55 /(80	Na		420	
57	sheets/ Pad)	No	Neelgagan		
			Lotus	120	
58	Note Pad -33/ (80 Sheets / {ad)		Neelgagan		
		No	Lotus	430	
59	Paper cutter	No	Glory	240	
60	Paper Punching Machine NO. 600	No	Kangaroo	240	
61	Paper Punching Machine small No. 480	No	Kangaroo	60	
62	Pilot HI-Tec Point Pen V5 (Blue/Black/Red)	No	Pilot	528	
	Pilot Ink				
63	(Blue/Black/Red) Pen (Ball) (blue-	No	Luxor	100	
64	black/Red)	No	Reynolds	1388	
65	Pen (Fluid White) Ref. No. 693	No	Sabre	250	
		Pkt. (12 pen per			
66	Pen Uni Ball Eye (0.5)	Pkt)	Uni	601	
67	Pen/Pencil holder	No	Omega	240	
68	Pencil	Box (10	Apsaratrian	720	

		pencils)	gle		
			Nat raj hb	720	
69	Pencil Carbon (100 sheets)	Ream	Saphire	12	
	,	Box (20 Eraser per	·		
70	Pencil Eraser Non-dust	box) Box (20	Apsara	360	
71	Pencil Sharpener with cover (Box of 20)	sharpe ner per box)	Apsara	480	
72	Peon Book small size 2 Qr	No	Neelgagan		
			Lotus	24	
73	Pin container 1794	No	Omega	120	
74	Plastic Badge Cover (imported)	No	Neelgagan		
			Lotus	120	
75	Plastic Transparent Folders - Solo CH 118 with printing	No	Good Quality (Specify Brand)	900	
13	Plastic Foot ruler 12"	INO	Dianu)	900	
76	size (KBI) Plastic Foot ruler 24"	No	Camlin	120	
77	size (KBI)	No	Camlin	60	
78	Plastic Office tray	No	KBI	360	
79	Plastic Packing Sutli	Bundle of 500 gms	Good Quality (Specify Brand)	60	
80	Plastic transparent folders-Solo CH 107 with printing	No	Good Quality (Specify Brand)	3600	
81	Post-it slip 2'x3' of Birla/3M	No	Post-it		
	Sina/oivi		3M	600	
82	Post-it slip 3'x3' of Birla/ 3M	No	Post-it		
			3M	600	
83	Post-it slip 3'x5' of Birla/3M		Post-it		
		No	3M	240	
84	Plastic Color Flag	No	3M	600	
85	Parker pen victor	No	Parker	12	
86	Punch less file	No	Diplomate	12	

87	Register Dispatch 8 Qr	No	Shipra		
			Neelgagan	24	
88	Register Receipt 8 Qr.		Shipra	24	
		No	Neelgagan	44	
	Register Ruled side	No	Shipra		
89	cloth Bound-2 Qr	INO	Shipia		
			Neelgagan	600	
90	Register Ruled side cloth Bound-4 Qr	No	Shipra	24	
			Neelgagan		
	Register Ruled side	Na		24	
91	Leather Bound-5 Qr	No	Shipra	24	
			Neelgagan		
92	Register Ruled side Leather Bound-8 Qr	No	Shipra	24	
92	Leather Bound-o Qi				
			Neelgagan		
93	Ring File 1 1/2"	No	Neelgagan	653	
94	Ring File 1'	No	Neelgagan	600	
95	Ring File 2"	No	Neelgagan	100	
96	Rubber Bands - 100 gms / Pkt	Pkt.	Swastik	60	
	Rigid folder plastic (with clip for holding papers)				
97	transparent	No	Solo	833	
98	Stapler HD-45	No	Kangaroo		
			Max	71	
99	Stapler HD- IO D	No	Kangaroo		
			Max	180	
		Box (20 Pkt per			
100	Stapler Pins No. 1 0	Box)	Kangaroo		
			Max	400	
		Box (20 Pkt per			
101	Stapler -24/6	Box)	Kangaroo	300	
			Max		
400	Sketch Pen No. 950	Set	Faber		
102	(Set of 12)		Camlin		
			Castle	60	
103	Scissors Size - 200 mm	No	Fisko	24	
	Sealing Wax "LION'				
104	400 gms/std	Box	Lion	24	
105	Self-Inking Stamp Pad	No	Camlin	24	

	(1 1 Ox7Omm)				
106	Single Punch (4.5 MM)	No	Max		
			Kangaroo	144	
107	Scientific Calculator original - 864 FX	No	Casio		
107	onginal oo i i x		Flair		
			Citizen	24	
108	Spiral Pads	No	Ibico 1/8	240	
109	Stapler Pin remover (SR 300)	No	Kangaroo	12	
100	(611 666)	. 10	Max		
110	Strip folder milky	NI-		040	
110	Neelgagan / diplomate Synthetic Gum Tube	No	Diplomate	240	
111	30 ml	No	Camlin	360	
112	Stick Folder	No	Chelpark		
			Camlin	1200	
113	Spiral Pads (Wiro)	No	Ibica 1/8	600	
114	Stapler 26/17	No	Kangaroo		
			Max	12	
	Transparent folder (plastic) with printing				
115	type	No	Mega	3829	
116	Table Pencil Sharpener	No	Nat raj	12	
117	Tissue Paper Box	Pkt.	Premier	24	
118	Visiting Cards Holders - 208 Cards (Plastic)	No	Diplomate	120	
119	Visitors Book 2 Qr.	No	Lotus	120	
120	Waste paper basket	No	Wonder	600	
121	White Board Marker	No	Camlin	240	
122	White paper slip 95 MMx95MM 200 sheets	Pad	Neelgagan		
			Lotus	24	
100	White Tag (20 tag per	Dundla			
123	bundle)	Bundle	Tiger As per	600	
124	YOYO (pully)  Dr. prescription pad 1/4	No	sample	600	
	on executive bond	Pad of			
125	paper one side color printed	50 sheets	Neelgagan	30	
		Ream	- 2.gg		
126	Photo paper glossy	(50 Sheets)	Neelgagan	24	
127	Preama Stamp	No	Self Inking	209	

120	Conjor Donor A 2	Doom	IIZ	1.1	
128	Copier Paper A-3 Access card -As per	Ream	JK As-Per	14	
129	sample	NO	sample	64	
130	ID Card -As per sample	NO	As-Per sample	50	
131	Cello tape -2"	Roil	Wonder	83	
132	Cello tape -3"	Roll	Wonder	50	
133	ID Card -Hanger (With Holder)	No	As-Per sample	100	
134	Plastic tray (With holder)	Set consisti ng of 3 trays &stand	kebica	10	
	·				
135	Cobra File Deewali , New Year	NO	Neelgagan As-Per	100	
136	Card (With envelope) Folder Road show(Trio.	NO	sample	500	
137	C500)	NO	Trio	100	
138	Tea Coasters	Set (6Pens)	Melbrone	100	
139	Florescent master pens (cello power )	Set (10Pes)	Cello Power	25	
140	Facial tissue (Premier )	Box	Premier	20	
141	Legal Size Paper	Ream	JK	20	
142	shipra big spiral note book	No	Shipra	50	
143	Note pad small	No	As-Per sample	20	
144	Dakpad	No	Neelgagan	5	
145	Signature pad	No	Neelgagan	5	
146	Borosil glass	Set (6)	Borosheel	10	
147	Cash Book	No	Neelgagan	10	
148	Cello Jug	No	Highness	25	
149	Signature pad	No	Neelgagan	10	
150	Cup Plate	set(6)	Bone china	30	
151	Calculator original 12 digit ( equivalent to CT912)	No	Casio /Flair /Citizen	5	
152	All out (mosquito repellent)	No	As-Per sample	30	
153	Back drop	No	As-Per sample	5	
	Total				
	Total in words		<u> </u>		1

#### Note:

- 1. Estimated annual requirements are purely tentative and may vary and are meant for evaluation purpose only.
- 2. Prices should be inclusive of all taxes & duties, packing & forwarding charges for door delivery at DGH, Noida office for lot wise requirements.
- 3. Rate for all the items is to be quoted by the bidders. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However while awarding the rate contract successful bidder has to supply all the items and for those items for which bidder has not quoted the rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.
- **4.** Evaluation of offers will be made on the basis of total price of all items inclusive of all charges, taxes & duties for the indicated quantity.
- **5.** Sample can be seen / inspected by prospective bidders at the office of DGH, Noida, on any working day, before the Bid Closing date. Successful bidder has to arrange supplies as per the samples with DGH, where applicable.
- 6. There can be two rate contracts also on the basis of price format Annexure IV(a) and Annexure IV(b)
- 7. In case of calculation mistakes in the submitted bid, unit price will be considered correct and total amount will be corrected at the time of evaluation by evaluating team of DGH.

I agree to all the above conditions.

Authorised Person's Signature:  Name:  Designation:		
Name:		
Designation:		
Seal of the Bidder:		

	Scope	e of Supply, Specifications & Pri	ce Form	at for Prin	ting Items	6
SI. No.	Items	Specification	Unit	Estimat ed Annual require ment	Rate	Total Amount
а	b	С	d	е	f	g = e X f
1	Letter Head (DGH)	Executive Bond Paper Screen Printing D.C. (A4) Size Pad of 100 sheets) (Loose Sheets)	Pad	1200		
2	Meeting Pad	Sunshine Super Paper 1/8 size, Pad of 20 ruled sheets with colour cover sheet	No	702		
3	File Covers (Dark Pink)	Printed with single hole as per sample 31.5 Kg	No	5000		
4	File Covers (Dark Pink)	Printed with double puch spring clip 31.5 Kg	No	5000		
5	File Covers (Dark Pink) Plastic	Printed with double punch for tag (Romio)	No	200		
		Yellow Screen Printed				
	Envelope	a) 12" X 10" as per sample	No	5000		
6	(Inside	b) 10" X 8" as per sample	No	5000		
	Laminated)	c) 12" X 16" as per sample	No	5000		
7	Envelope (White)	Screen printing, 112 X 250 mm size, with window (per pkt of 250 nos.) Sun Shine 100GSM	Packet	35		
8	Envelope (White)	Screen printing, 112 X 250 mm size, without window (per pkt of 250 nos.) Sun Shine	Packet	35		
9	Requisition Forms	White printing paper, printing single side 1/4 size (pad of 100 set)	Pad	25		
10	Requisition Forms	White printing paper, printing double side 1/4 size (pad of 100 set)	Pad	25		
11	Requisition Forms	White printing paper, printing single side 1/8 size (pad of 100 set)	Pad	25		
12	Material Gate Pass	White/colour printed paper 2 + 1 X 50', 1/6 (Pad of 50 set) duly sl. No. by Machine, Two copies perforated one fix.	Pad	15		
13	Bank payment voucher	Colour printing paper, 1+2 X 100', 1/5 (Pad of 50 set)	Pad	27		
14	Cash payment voucher	Colour printing paper, 1+1 X 50', 1/5 (Pad of 50 set)	Pad	27		

15	Cash Receipt	White printing paper, 1+1 X 100', 1/8 Pad of 100 sets duly printed Nos. with first copy perforated	Pad	123	
16	Note Sheets	Ledger sunBeam duly printed, A4 size with rulling on both sides (Pad of 100)	Pad	1200	
17	Imprest Book	White printing paper, 1+1 X 50', 1/6 pad of 50 set one copy perforated another copy fix.	Pad	10	
18	TDS Form 16A	White/colour printed paper 1 + 2 X 50', 1/4 (Pad of 50 set) duly sl. No., Two copies perforated one fix.	Pad	10	
19	Letter Head (DG)	On imported DO Paper D.C./Screen printed, size 1/6, Pad of 100 sheets (Executive pad)	Pad	40	
20	Letter Head (DG)	On imported DO Paper D.C./Screen printed, size 1/4, Pad of 100 sheets (Executive pad)	Pad	20	
21	Invitation Cards	Screen printing with envelope, Indian Art single colour, 6 x 4 (Pad of 100 sheets)	Pad	10	
22	Invitation Cards	Screen printing double colour imported art paper, 300 GSM with 6 x 4 envelope printed in single colour	Pad	10	
23	Invitation Cards	Screen printing single colour imported art paper, 300 GSM with 6 x 4 envelope printed in single colour (Box of 100 sheets)	Pad	10	
24	Visiting Cards Synthetic	Screen printing, one side 2 colour & back 1 colour, 140 microns, (Pkt of 100 Nos.)	Pkt	375	
25	Visiting Cards Synthetic	Screen printing, both side 2 colour, 140 microns, (Pket of 100 Nos.)	Pkt	10	
26	Visiting Cards IVORY	Screen printing, one side 2 colour, 300GSM (Pkt of 100 Nos.)	Pkt	10	
27	Visiting Cards IVORY	Screen printing, one side 2 colour, 300GSM (Pkt of 100 Nos.)	Pkt	10	
28	Meeting Pad	Sunshine Super Paper 1/6 size pad of 10 ruled sheets with printed cover sheet	Pad	1000	
29	Notepad Spiral with DGH Logo.	Cover- 170 GSM Imported Art Paper Gloss + 90 GSM Super Print of 50 inside sheets (Size: 22.8 x 17.78 cms)	Pad	500	

30	Writing Pad without Spiral with DGH Name and LOGO.	Cover - 170 GSM Imported Art Paper Gloss + 90 GSM Super Print of 50 inside sheets(Size: 22.8 x 17.78cms)	Pad	1000	
31	Short Hand Note Book with DGH Name and LOGO.	Paper 80 GSM of 50 inside sheets (Size: 14 X 21 cms, 80 GSM of 50 inside sheets)	No	1000	
32	Plastic Folder for papers with DGH name and LOGO	Size: A-4	No	2000	
33	Leather folder with event name and Logo embossed	as per sample	No	50	
34	Wrapping papers for Corporate Gifts with DGH branding.	as per sample	No	10	
35	PSC Folder	as per sample	No	50	
	Total				
	Total in words				

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- There can be two rate contracts also on the basis of price format Annexure IV(a) and

٥.	Annexure IV(b).
7.	In case of calculation mistakes in the submitted bid, unit price will be considered correct and total amount will be corrected at the time of evaluation by evaluating team of DGH.
Ιa	gree to all the above conditions.
Αu	thorised Person's Signature:
Na	me:
De	esignation:
Se	al of the Bidder: