



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No.2, Sector 73, Noida – 201 301.
Ph: 0120-247 2000. E-Mail: mm@dghindia.org

INVITATION FOR BID

(National Limited Tender)

Bid Document No.: DGH/MM/IT/SSL VPN/109/2014-15/ENQ/142

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Annual Maintenance Contract for neoaccel SSL VPN Appliance**, under Two Bid System from the known indigenous prospective service providers whose names are as mentioned under :

1. M/s. AccelPro Technologies India Pvt. Ltd., Noida.
2. M/s. KS Infoways, New Delhi.
3. M/s. Apollo Infoways Pvt. Ltd., Noida.
4. M/s. Sify Technologies Ltd., Noida.
5. M/s. MikroZ Antivirus Services & Security Solutions, New Delhi.
6. M/s. Secure Network Solutions India Pvt. Ltd., Chennai.

However, those firms who meet the qualifying criteria as per **Forwarding Letter Cum Instructions to Bidders** are also eligible for bidding. Such bidders may note that the above detailed tender documents are available on DGH's web site www.dghindia.org and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> for downloading, till the document sale / download closing date of 25.09.2014. Due date for submission of Bids is 1400 Hrs of 07.10.2014.

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.



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FORWARDING LETTER CUM INSTRUCTIONS TO BIDDERS

	Bid Document No:	DGH/MM/IT/SSL VPN/ 109/2014-15/ENQ/142
	Bid Closing Date:	07/10/2014
	Time:	1400 Hrs
	Bid Opening Date:	07/10/2014
	Time:	1500 Hrs

Sub: Tender for Comprehensive AMC for SSL VPN HA Appliances.

Dear Sir,

1. DGH invites you to submit your lowest price for captioned services.

2. Sealing and Marking of Bids.

a. 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 column blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. This cover will clearly be superscribed 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 superscribed 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.

b. Price bids, which remain unopened with DGH, will be returned to the concerned bidders on receipt of Performance Guarantee Bond(s) from the successful bidder(s).

c. Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

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

3. Bid Prices & Taxes: Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

4. Validity : Bid shall remain **valid for 90** days after the date of bid opening prescribed by the DGH.

5. Duration of Contract : Three (3) years from commencement.

6. Payment Terms: Please see scope of work.

7. Performance Security: 7.5 % of the estimated contract value for 1st year. 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 or the Letter of Award(LOA) issued by DGH to Contractor awarding the contract) in the form of (i) Account Payee Demand Draft drawn in favour of Directorate General of Hydrocarbons payable at Delhi or (ii) in the form of Bank Guarantee(BG), as per **Proforma- A**, from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

a. The performance security specified above must be valid for 3 (three) months plus 2 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause **6.0 of General Conditions of Contract** hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

b. 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.

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

8. Qualifying Criteria : The prospective service providers, including the six vendors to whom this enquiry is addressed, must meet following qualifying criteria failing which their offer will be rejected.

(a) Minimum 2 years experience in maintaining at least two Neoaccel or equivalent SSL-VPN appliances Service Contracts prior to the period ending 31.08.2014.

(b) The service provider should be OEM or OEM authorised agency for maintaining any SSL-VPN appliance.

(c) The service provider should have local office / service centre in Delhi-NCR.

(d) Documentary evidence in support of above qualifications to be submitted.

9. Commercial Rejection Criteria

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

1.0 Offers of following kinds will be rejected:

- a) Fax / e-Mail / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- b) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- c) Offers which do not conform to DGH's price bid format.
- d) Offers which do not confirm to the mobilization period indicated in the bid.
- e) Offers which do not confirm to the contract period indicated in the bid.
- f) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

10. Annexure – I to III are attached to this letter. DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,

HoD (MM)

For : Directorate General of Hydrocarbons .

General Conditions of Contract

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

2. Mobilisation Time : The mobilization of equipment, personnel etc. should be completed by Contractor within **7 days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3. Commencement and Duration of Contract : The date on which the mobilisation is complete in all respect is treated as the date of commencement of the contract. The contract shall be valid for a period of **3 (Three) years** from date of commencement.

4. General Obligations of Contractor : Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work in most economic and cost effective manner.

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

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

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

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

5. General Obligations of DGH: DGH shall, in accordance with and subject to the terms and conditions of this contract:

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

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

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

6. Warranty and Remedy of Defects

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

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

7. Taxes:

All duties and taxes including Service Tax, Corporate Income Taxes and other levies payable by the successful bidder under the Contract are included in the rates, prices and total Bid Price. However, any revision in service tax, during the tenure of the contract, will be to DGH's account.

8. Insurance:

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

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

(a) Workmen compensation insurance

(b) Employer's Liability Insurance

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

- (d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit.
- (e) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

9. Force Majeure:

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

9.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

10. Termination:

10.1 This contract shall terminate:

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

OR

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

OR

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

OR

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

OR

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

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

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

11 Settlement Of Disputes And Arbitration:

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

12 Notices:

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

a) DGH authorised officer:

HoD (IT)

Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73
Noida -201 301, INDIA
Tel No. 91-1202472000
Fax No. 91-1202472049
Email: mm@dghindia.org

b) **Contractor**

Fax No. :

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

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

14 Indemnity Agreement:

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

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

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

16 Payment & Invoicing Procedure:

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

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

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

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

16.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause **16.3** above.

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

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

Scope of work for neoaccel SSL VPN Appliance Maintenance

Introduction:

DGH had deployed NeoAccel SSL – VPN appliances in high availability cluster mode to offer secure login services to external users to DGH's internal network. DGH wants to extend the annual maintenance service of the SSL-VPN appliances for next three years starting from 1st January 2015.

1. Technical Assistance and Time Lines:

The Contractors support representatives will provide assistance with the diagnosis of product configuration and issues and failures specific to the existing Neoaccel products. The reported issue may be addressed remotely in consultation with the DGH technical staff if feasible technically. However any reported technical issue should not remain unresolved for more than 48 hours provided the issue does not hamper the core functioning of SSL activities. Any severe technical issue resulting in non-availability of SSL service should be resolved within 24 hours from the time of reporting the call.

3. SoftwareMaintenance:

The Contractor will provide “Software Updates” for SSL VPN software. Depending upon the product, software updates may include: (i) Releases (Defined as revisions and updates made generally available for commercial release by OEM (ii) MaintenanceUpdates (iii) Patches; or (iv) Fixes. Software updates will made available to DGH either (i) Electronically website or (ii) via ftp site.

4. Hardware support & Time lines:

The service provider is required to maintain the NeoAccel appliance boxes through backend Neo Accel / Vmware support. In case the service provider cannot provide backend Neo Accel / Vmware support or Neo Accel / Vmware authorized support, the service provider will provide alternative SSL VPN appliances with equivalent configuration. The replaced applianceswill conform to below mentioned technical specifications and should be less than one year vintage (documentary proof of the same should be submitted). The Vendor should declare the alternative SSL VPN solution that will be supported by him along with details of make and model of the appliance before start of the contract. Under any circumstances the downtime due to hardware failure can't exceed beyond 24 hours.

5.0 Minimum Technical Specifications for any replaced SSL-VPN appliance box

The SSL VPN solution appliance provided and supported by the vendor should have the following minimum technical specifications and should be in operation for last one year in at least two locations. The details of the same should be provided.

- a) 500 Mbps SSL VPN throughputs per appliance.
- b) 250 concurrent user sessions per appliance.
- c) 3200 user logins per second per appliance.
- d) Must not take more than 5 seconds for client login in full access mode.
- e) Support 24000 or more SSL Transactions per second (TPS) per appliance.
- f) Support bulk compression of data.

6. Proactive Monitoring:

The Contractor will be required to proactively monitor the SSL appliances for optimum performance. He will have to analysis the server logs and give a comprehensive report to DGH once in fortnight detailing the user logins and appliance performance.

7. Penalty:

- a) In case the contractor fails to repair the equipment or fails to provide support beyond the stipulated time lines specified in para 1 and 3 above, DGH shall have without prejudice to any other provisions in the contract including the sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable resolve the issue within the period specified in clause 1 and 3 above , DGH may at its discretion on contractors request ,extend the period in which case , a penalty of Rs. 1000/- per day , for the delay beyond the stipulated time as per 1 & 3 above , will be levied subject to a maximum of 15% of annual value for each year.

8.0. Payment Terms:

The AMC Charges shall be paid by DGH as a half yearly payment at the end of each six month period against raising of invoice by the AMC provider. Each payment shall be made by DGH normally within 30 days of receipt of invoice duly certified by user department of DGH.

Compliance Form.

Sl.No	DGH Requirement	Bidder's Response
1	Whether Backend Neo Accel / Vmware support available.	
2	If YES for 1, Please mention details and give documentary proof	
3	If NO for 1, Please mention details of alternate SSL VPN solution provided meets technical specifications as per para 5.0	
4	If NO for 1, Give details of Make and Model of alternate SSL VPN solution provided along with technical brochure.	
5	If NO for 1, Provide Vintage of the alternate SSL VPN solution provided.	
6	Documentary Proof of two years' experience in maintaining SSL VPN Solution.	
7	Documentary Proof for Local office / service center in NCR.	
8	Documentary Proof for maintaining SSL VPN Solution in at least two locations.	
9	Documentary Proof of OEM or OEM authorization.	

Signature of the Bidder

Price Schedule

Sl No	Description	Quantity (Years)	Unit Price/ Year	Total Price for 3 years.
a	b	c	d	e = c x d
1	Annual Maintenance Charges for SSL VPN Appliance	3 (Three)		
2	Applicable Taxes (specify taxes & %)			
3	Total			

Notes:

- (i) Service tax, if applicable, should be quoted separately at 2 in the above table and will be paid as applicable. However, if not quoted, it will be taken as included in the base price at 1 in the table and no revision will be applicable, during the tenure of the contract.
- (ii) Price Evaluation of Bids will be based on the total price at 3 in the above table.

Signature of the Bidder

CONTRACT FORM

Contract No. DGH/MM/IT/SSL VPN/109/2014-15/ENQ/142/ORD/****

Description of Work / services: -

This Agreement is made on ____ day of _____ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OIDB Bhawan, Plot No.2, Sector 73, Noida in the State of Uttar Pradesh, hereinafter called the "DGH" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS DGH desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as DGH may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for DGH as per **Section-II** attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. _____ dated _____ based on Bid No. _____ dated _____ submitted by the Contractor against DGH's Bid document# DGH/MM All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in DGH's bid document and subsequent letters including the Letter of Intent and Contractor's Bid and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;
 - (c) Section-III indicating the Schedule of Rates.
3. In consideration of the payments to be made by DGH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. DGH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Contractor :
(M/s. _____)

For and on behalf of :
Directorate General of Hydrocarbons

Name:

Name:

Status:

Status:

In presence of :

In presence of :

1.

1.

2.

2.

BID SUBMISSION PRO FORMA

Tender No.....

Bidder's Telegraphic Address :
Telephone No _____ :

FAX NO _____ :

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

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders", "Bid Evaluation Criteria" and accepted the "General Terms and Conditions" at **Annexure-I** for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-II**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of the Bidder

Name_____

Seal of the Company

Dated

Signature of witness

Address

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

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____

Dated _____

To,

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

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OI DB Bhawan, 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 Rupees..... for the faithful performance of the entire CONTRACT.
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 Rs. (in figures) _____ (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.

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.
4. 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 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.
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.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (Rupees (in words))

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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