



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

INVITATION FOR BID
(Indigenous Limited Tender)

Bid Document No.: MM-12019/12/2017-DGH/ENQ-101

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) on **Limited Tender basis for Designing & Publishing of 825 Sq.CM(33cmX 25cm) Display Colour Advertisement in daily news papers of Delhi/NCR, as per given list** under Single Bid System from the known indigenous prospective service providers whose names are as mentioned under :

1. M/s. Adwit (India) Pvt. Ltd. , New Delhi.
2. M/s. Akshara Advertising Pvt Ltd, New Delhi.
3. M/s. Beautex Advertising Media, New Delhi.
4. M/s. Chiranjn Advertising, New Delhi
5. M/s. Newfields Advertising Private Limited., New Delhi.
6. M/s. Nirman Advertising Pvt. Ltd., New Delhi
7. M/s. Purnima Advertising Agency Pvt Ltd., New Delhi
8. M/s K.R. Advertisers., New Delhi
9. M/ s. Promodome Communications Pvt. Ltd., New Delhi

Above listed firms if could not download the e mailed tender document can download the tender and submit their offers either form DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>.

Bids from above Advertising Agencies will be entertained on account of timely completion of job. Any other renowned and professionally known firm who presume themselves eligible as per Bid Evaluation Criterion can approach DGH for issue of tender document with all requisite documents covering credentials, annual turnover etc within two days from date of tender shown on website. DGH reserves the right to issue tender document (i.e., permission to quote) only to eligible bidders.

BID DOCUMENT NO. MM-12019/12/2017-DGH/ENQ-101

DIRECTORATE GENERAL OF HYDROCARBONS
(Under the Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301

MATERIALS MANAGEMENT
Tel: (+91)-120-2472000
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E-mail: mm@dghindia.gov.in
Website: www.dghindia.gov.in

FORWARDING LETTER

M/s. _____

Serial No. :

BID DOCUMENT NO. MM-12019/12/2017-DGH/ENQ-101

Subject: Limited Tender for Designing & Publishing of 825 Sq.CM Display Colour Advertisement in daily news papers of Delhi/NCR, as per given list.

Dear Sir,

1.0 The Directorate General of Hydrocarbons (DGH) is a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas. Objectives of DGH are to promote sound management of the oil and natural gas resources having a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.

2.0 In connection with its operations, DGH invites Domestic Competitive Bids from competent and experienced Agencies for providing the above mentioned services. One complete set of bid document covering DGH's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

Bid Document No.	:	MM-12019/12/2017-DGH/ENQ-101
Type of Bid:	:	Limited Tender under composite (Single) Bid System.
Bid Closing date & Time	:	11.01.2018 at 11-00 hrs.(IST)
Technical Bid Opening date & time	:	11.01.2018 at 12-00 hrs.(IST)
Commercial Bid Opening Date	:	NA
Bid Submission Place:	:	Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida
Bid Validity	:	60 days
Bid Opening Place	:	Office of the HoD (MM)

BID DOCUMENT NO. MM-12019/12/2017-DGH/ENQ-101

		Directorate General of Hydrocarbons OIDB Bhawan, Plot No.2, Sector-73, Noida
Bid Security Amount:	:	NA
Amount of Performance Guarantee	:	NA.
Quantum of Liquidated Damage	:	1/2% of contract cost for per week or for Default in Timely Completion or a part thereof subject to maximum of 7.5 %.
Bids are to be addressed to:	:	HoD (MM) Directorate General of Hydrocarbons , OI DB Bhawan, Plot No.2, Sector-73, Noida.

Bidders who have been issued the Bid Documents by DGH only will be allowed to participate in the tender.

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

Thanking you,

Yours faithfully,

HOD (MM)
For Director General of Hydrocarbons

PART - 1

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation, submission of bid and Presentation on Technical Bid. Director General of Hydrocarbons, hereinafter referred to as DGH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. This bid document includes the following:

- (a) Forwarding letter
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Scope of Work(Section-II)
- (f) Schedule of Rates, (Section-III)
- (g) Proforma of Letter of Authority,(Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Statement of Compliance with respect to BRC, (Proforma-C)
- (j) Statement of Non-Compliance (Excepting BRC), (Proforma-D)
- (k) Agreement Form, (Proforma-E)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 AMENDMENT OF BID DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the DGH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by the issuance of an Addendum.

3.2 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 from DGH. However, all bidders are advised to visit DGH website periodically to update themselves about modifications to the Bid, if any, in order to submit their offer accordingly.

3.3 DGH may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause **9.0**.
- (iii) Bid Security furnished in accordance with clause **11.0**.
- (iv) Letter of Authority as per **Pro forma A**.
- (v) Statement of Compliance with respect to BRC as per **Proforma- C**
- (vi) Statement of Non-compliance as per **Proforma- D**
- (vii) Any other document as required as per the Bid Document.

(B) COMMERCIAL/PRICE BID

- (i) Bid Form as per **Proforma-B**.
- (ii) Price-Bid Format as per **Section III**

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 PRE-BID CONFERENCE: (NOT APPLICABLE IN THIS CASE)

7.1 In order to avoid clarification/confirmation after opening of bids, a Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with DGH with regard to various tender provisions/tender specifications, before the bids are submitted. In case, due to the points/doubts raised by the prospective bidders, any specific term & condition (which is not a part of "General Conditions of the Contract") needs to be modified, then the same will be considered for modification.

7.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

7.3 Bidders should depute their authorised representative who should be competent to take on the spot decisions.

8.0 BID PRICE:

- 8.1 Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties and taxes including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

1.1 Concessions permissible under Statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. DGH will not take responsibility towards this. However, wherever required and applicable, DGH shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions. Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

1.2 GST Liability:

1.2.1 The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

1.2.2 The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.

1.2.3 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.

1.2.4 In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.

1.2.5 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

a) DGH will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side.

b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

1.2.6 The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.

1.2.7 GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):

In this case, since the liability to pay GST is on DGH as receiver of the service, the Bidder shall not include GST in the quoted prices.

1.2.8 As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

1.3 Income Tax Liability

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part - 2**.

10.0 BID SECURITY(NA)

10.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **11.9**.

10.2 Bidders registered with DGS&D, National Small Industries Corporation (NSIC) or the Ministry of Petroleum & Natural Gas are exempted from payment of Bid Security. Respective certificate should be enclosed by the bidder.

10.3 Bidders not covered under para 11.2 above must enclose Bid Security for the amount as mentioned in the Forwarding Letter. Bid security shall be in any one of the following forms:

(a) A Bank Guarantee issued from any Nationalized / scheduled Bank in India, in the prescribed format vide **Proforma-E** only will be accepted. The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.

10.4 Any bid not secured in accordance with sub-clause **11.2** above shall be rejected by the DGH as non-responsive.

10.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

10.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **26.0** below is furnished.

10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

10.9 The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

- i) To sign the contract within reasonable time & within the period of bid Validity, and/or
- ii) To furnish Performance Security.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain **valid for 60** days after the date of bid opening prescribed by the DGH.

11.2 In exceptional circumstances, the DGH may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para **11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 FORMAT AND SIGNING OF BID:

12.1 The Bidder shall prepare two copies of the bid clearly marking original "ORIGINAL BID" and copy "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

12.2 The original and the copy of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per **Proforma-A**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

C. SUBMISSION OF BIDS

13.0 SEALING AND MARKING OF BIDS:

13.1 The tender is being processed according to a single stage - single bid procedure. Offers should be submitted in duplicate (one Original and one copy).

13.2 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in clause **11.0** should be enclosed with the Technical Bid.

13.3

13.4 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-C & D**. This should be enclosed with the technical bid.

13.5 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. DGH shall not be responsible for any postal delay/transit loss.

13.6 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.

14.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the DGH at the address and time specified in the "Forwarding Letter".

15.0 LATE BIDS: Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

16.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

16.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause **14.0**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

16.3 No bid can be modified subsequent to the deadline for submission of bids.

16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

17.0 BID OPENING AND EVALUATION:

17.1 DGH will open the Bids, including submission made pursuant to clause **17.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

17.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause **17.0** shall not be opened. DGH will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

17.3 At bid opening, DGH will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the DGH may consider appropriate.

17.4 DGH shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause **18.3**.

17.5 To assist in the examination, evaluation and comparison of bids, DGH may at its discretion, may ask the Bidder for clarifications of its bid and technical presentations. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

17.6 Prior to the detailed evaluation, DGH will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent with the bidding documents, DGH's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. DGH's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

17.7 A Bid determined as not substantially responsive will be rejected by DGH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

17.8 DGH may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

18.0 EVALUATION AND COMPARISON OF BIDS: The DGH will evaluate and compare the bids as per **Part-2** of the bidding documents.

19.0 PURCHASE PREFERENCE:

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

20.0 CONTACTING THE DGH:

20.1 Except as otherwise provided in Clause **18.0** above, no Bidder shall contact DGH on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by DGH vide sub-clause **18.5**.

20.2 An effort by a Bidder to influence the DGH in the DGH's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

21.0 AWARD CRITERIA:

21.1 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.

22.0 DGH'S RIGHT TO ACCEPT OR REJECT ANY BID: DGH reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for DGH's action.

23.0 NOTIFICATION OF AWARD:

23.1 Prior to the expiry of the period of bid validity or extended validity ,the DGH will notify the successful Bidder(s) in writing by registered letter or by cable or telex or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for empanelment / award of job as the case may be.

23.2 The notification of award of job will constitute the formation of the Contract.

23.3 Upon the successful Bidder's (for award of job under Part B of the Bid Document) furnishing of Performance Security pursuant to clause **27.0** the DGH will

promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **11.0** hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the DGH notifies the successful Bidder, DGH will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

24.2 Within **21** days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

PART - 2

BID EVALUATION CRITERIA (BEC)

I. Bid Rejection Criteria (BRC)

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes and clarifications, if any, are to be communicated to DGH within the date specified in the Forwarding Letter of this 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 and replies to clarifications where required. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be out rightly rejected.

B. 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 outright.

1.0 Eligibility and experience of the bidder:-

1.1 The bidder must be an I.N.S. Accredited agency

1.2 The bidder must have an office in Delhi / NCR with landline telephone connection to facilitate visit of officials from either side for the modification of selected design, if required. (Self Certificate to be enclosed with the bid)

C. Commercial Rejection Criteria.

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

1.0 The forwarding letter, in original, as a proof of issue of the tender document duly signed by tender issuing officer, must be sent by the bidder along with the offer.

2.0 Acceptance of terms & conditions:

2.1 The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure-III A**, Special Conditions of Contract at **Annexure-IIIB** and Instruction to Bidders at **Annexure-I**.

3.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer **clause 15** of Instruction to Bidders at **Annexure-I**).
- b) Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid as asked for in the Forwarding letter.
- 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 as provided in **Annexure-III** contained therein.
- g) Offers which do not conform to the contract period indicated in the bid.

4.0 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.

II. Evaluation Criteria

1.0 Evaluation of the bids will be on the basis of best design which generally approved by DGH in consultation with MoPNG.

1.1 Rates for design & publishing together will be based on prevailing DAVP rates. It is clarified here that there would not be any separate rate for design, but the DAVP rates for publishing shall include the design charges.

2.0 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.

3.0 In case the applicability of GST is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of applicable taxes.

III.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.

PART - 3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means agreement entered into between DGH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "**DGH**" means the Directorate General of Hydrocarbons
- (e) "**Contractor**" means the Contractor performing the work under this Contract.
- (f) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor to provide services as per the contract.
- (g) "**DGH's Personnel**" means the personnel to be provided by DGH or DGH's Contractor (other than the Contractor executing the Contract). The representatives of DGH are also included in the DGH's personnel.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **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.

2.2 **DURATION OF CONTRACT:** Three months from the placement of LOA.

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

3.1 Perform the work described in the Terms of Reference (**Section - II**) in most competent manner both technically & systematically and also in most economic and cost effective manner.

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

3.3 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.

3.4 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.

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

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

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

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

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

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

2.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. The replacement key personnel must have the requisite qualification and experience as per Terms of Reference (**Section-II**) and shall submit their credentials along with their recent photographs to Company for approval of Company.

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Contractor warrants that they shall perform the work in a first class, workman like, 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without DGH's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of DGH in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

7.2 Contractor shall not, without DGH's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of DGH and shall be returned (in all copies) to DGH on completion of Contractor's performance under the Contract if so required by DGH. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the DGH's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 TAXES:

8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

8.3 The Contractor shall furnish to the DGH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the DGH with the necessary documents, as asked for by the DGH and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to DGH within 6 months of the expiry of the tenure of the contract or such extended time as the DGH may allow in this regard.

8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the DGH shall not assume any responsibility on this account.

9.0 INSURANCE:

9.1 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.

9.2 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 as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per DGH's request in which case additional cost shall be to Contractor's account.

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

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

9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the DGH will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the DGH about the coverage prior to the commencement of agreements with its sub-Contractors.

9.8 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.

10.0 CHANGES:

10.1 During the performance of the work, DGH may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the DGH.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to DGH, Contractor shall submit to DGH an estimate of the amount of such compensation or credit in a form prescribed by DGH. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 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.

11.2 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.

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

12.0 TERMINATION:

12.1 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 Company.

OR

(b) For Force Majeure reasons as per **clause 11.0** 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 Company.

OR

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

OR

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

12.2 In the event of termination of contract under Clause **12.1(d)** above, Company 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.

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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.

14.0 NOTICES:

14.1 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 :

Company

a) For Contractual Matters

Mr. Sanjeev Nanda
HoD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan, Tower A, Plot No. 2,
Sector – 73, Noida -201 301. India
Tel No. +91 120 2472000
Fax No. +91 120 2472049
Email: mm@dghindia.gov.in

b) For Technical Matters

Mr. Subroto Choudhury
DGM(Geophysics)
Directorate General of Hydrocarbons
OIDB Bhawan, Tower A, Plot No. 2,
Sector – 73, Noida -201 301. India
Tel No. +91 120 2472000
Fax No. +91 120 2472049
Email: mm@dghindia.gov.in

c) Contractor

E Mail id:

Fax No. :

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

15.0 SUBCONTRACTING / ASSIGNMENT :

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to DGH's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and

regulation public bodies and Companies as aforesaid and shall keep DGH indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND / OR COMPLETION OF WORKS AND SERVICES:

17.1 Time is the essence of this Contract. In the event of the Contractor's default, in timely mobilization for commencement and / or in timely completion, of works or services within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and / or scheduled completion period, as the case may be.

17.2 If the Contractor fails to mobilize and commence the work / job within 15 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

18.0 PERFORMANCE SECURITY(NA) The Contractor has to furnish to DGH a Bank Guarantee for 7.5% of estimated Contract value valid for 90 days 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.

19.0 ASSOCIATION OF DGH'S PERSONNEL: DGH's personnel may be associated with the work if & where required, through out the tenure of the contract. However, the incidental expenses like traveling, boarding / lodging cost etc of DGH personnel will be borne by DGH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide DGH with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

20.0 LIABILITY:

20.1 Except as otherwise expressly provided, neither DGH nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of DGH and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting therefrom.

20.2 Neither DGH nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor

irrespective of how such injury, illness or death is caused and even if caused by the negligence of DGH and/or its servants, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless DGH from and against such liabilities and any suit, claim or expense resulting therefrom.

20.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against DGH and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

20.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against DGH and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

20.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the DGH and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. The DGH shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

20.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the DGH and/or of its Contractors or sub-Contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. DGH shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

20.7 The DGH agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of DGH and/or its Contractors or sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

20.8 The DGH hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the DGH and of its Contractors, sub-

Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

21.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-Contractors.

22.0 INDEMNITY AGREEMENT:

22.1 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.

22.2 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.

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

24.0 PAYMENT & INVOICING PROCEDURE:

24.1 Payment shall be released at actual on the basis of each advertisement published

24.2 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.

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

24.4 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.

24.5 Contractor will submit 3(three) sets of all invoices to DGH address given under para **14.1** above for processing of payment.

24.6 Invoices with original supporting documents duly countersigned by the DGH's representative/ engineer wherever applicable will be submitted at the end of completion of the Project by the CONTRACTOR to DGH and payment shall be made within 30 calendar days from the date of receipt of invoice at the above office.

24.6.1 The original invoice should also accompany the following documents/details:

1) **Along with invoice:**

Following documents / details should be invariably furnished along with the invoice:

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- c) Undertaking by the contractor regarding compliance of all statutes.
- d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

24.7 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 **24.3** above.

24.8 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.

24.9 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.

25.0 WITHHOLDING: DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of DGH.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of DGH to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

26.0 APPLICABLE LAW:

This Contract including all matters connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in Delhi. The Contractor including

Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

27.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the DGH and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the DGH designated representatives and its authorised employees and representatives. The Contractor shall provide the DGH's designated representatives with a daily written report, on form prescribed by the DGH showing details of operations during the preceding 24 hours requested by the DGH whenever so requested. The Contractor shall not, without DGH's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid opening, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the DGH/ Contractor shall reimburse/pay Contractor/DGH for such additional/reduced costs actually incurred.

29.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

30.0 WRONG / INCORRECT /MISLEADING INFORMATION: It must be noted that any information / statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per rules/law.

31.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the DGH under this contract shall not impair such right, power or remedy nor shall any waiver by the DGH of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the DGH or be deemed a waiver by the DGH of any subsequent breach by the Contractor.

&&&&&

SECTION - II
SCOPE OF WORK

The Directorate General of Hydrocarbons (DGH), under the administrative control of Ministry of Petroleum & Natural Gas (MoPN&G), Government of India is primarily tasked with the objective of promoting sound management of the oil and natural gas resources have a balanced regard for environment, safety, technological & economic aspects of the petroleum activity.

Open Acreage Licensing Policy under the umbrella of Hydrocarbon Exploration and Licensing Policy (HELP) was launched by the then MoS (I/c) Shri Dharmendra Pradhan on 28th June, 2017. Subsequently, GoI is going to offer 55 petroleum Blocks in the OALP Bid Round -I. Launch of Notice Inviting Offer (NIO) and E-Bidding Portal is scheduled to be held at New Delhi on 18th January, 2018. For wider participation in the Road Show, GoI will be publishing one (01) colour advertisement of 825 (33X25) sq.cm size in the leading news paper as per the following list

List of Papers

Sl. No.	Publication	Edition	Language
1	Times of India	New Delhi	English
2	Economic Times	New Delhi	English
3	Financial Express	New Delhi	English
4	Mint	New Delhi	English
5	Hindu Business Line	New Delhi	English
6	Financial Chronicle	New Delhi	English
7	Business Standard	New Delhi	English, Hindi
8	Hindustan Times	New Delhi	English
9	Nav Bharat Times	New Delhi	English
10	Dainik Jagaran	New Delhi	Hindi
11	Hindustan	New Delhi	Hindi
12	Indian Express	New Delhi	English
13	Dainik Bhaskar	New Delhi	Hindi
14	Pioneer	New Delhi	English, Hindi
15	The Hindu	New Delhi	English

List of papers is tentative and subject to final approval.

Renowned advertising agencies are invited to participate for in this tender for designing the advertisement and publishing the approved design in the listed newspapers within 1 or 2 day of submission of the tender.

Successful bidder has to design the advertisement and publish the approved design in the listed newspapers within 1or 2 days of submission of the matter. This includes translation job also.

Bid should enclose one or more design for newspaper advertisement of “announcement of launch of the NIO and Open Acreage Licensing (OAL) Programme Bid Round-I”, and the **price bid* as per DAVP rates.**

The draft content of Advertisement is give below for reference only.

Draft Content for Launch of OALP Bid Round I, New Delhi advertisement has been issued to prospective bidder along with bid document.

SECTION - III

PRICE FORMAT

Sl. No.	Publication	Edition	Rate*	GST	Total Value
1.	Times of India	New Delhi			
2.	Economic Times	New Delhi			
3.	Financial Express	New Delhi			
4.	Mint	New Delhi			
5.	Hindu Business Line	New Delhi			
6.	Financial Chronicle	New Delhi			
7.	Business Standard	New Delhi			
8.	Hindustan Times	New Delhi			
9.	Nav Bharat Times	New Delhi			
10.	Dainik Jagaran	New Delhi			
11.	Hindustan	New Delhi			
12.	Indian Express	New Delhi			
13.	Dainik Bhasker	New Delhi			
14.	Pioneer	New Delhi			
15.	The Hindu	New Delhi			
Total					

***As per prevailing DAVP approved rates only.**

NOTES:

1. Evaluation of the bids will be on the basis of best design which generally approved by DGH in consultation with MoPNG.
2. Rates for design & publishing together will be based on prevailing DAVP rates. It is clarified here that there would not be any separate rate for design, but the DAVP rates for publishing shall include the design charges.
3. Rates are being asked for estimate purpose only.
4. The above list of new paper is tentative only. However, Payment will be made as per actual.

TOTAL (In words) _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA LETTER OF AUTHORITY

To,

M/s. Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Tel: +91 120 2472000 Fax : +91 120 2472049
Sir,

Sub: DGH's Bid Document No. MM-12019/12/2017-DGH/ENQ-101

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Document No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

BID FORM

To,

M/s. Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Tel: +91 120 2472000 Fax : +91 120 2472049

Sub: Bid form for Bid document No MM-12019/12/2017-DGH/ENQ-101.

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **60 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept ~~the lowest~~ or any Bid you may receive.

Dated this ____ day of _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Sub: Bid document No. MM-12019/12/2017-DGH/ENQ-101
STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BEC/BRC as entered in the tender document shall be fully complied with.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Sub: Bid document No MM-12019/12/2017-DGH/ENQ-101

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NONCOMPLIANCE	REMARKS

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

AGREEMENT FORM

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, Tower A, Plot No. 2, Sector – 73, Noida -201 301 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 Offer 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 offer 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;

BID DOCUMENT NO. MM-12019/12/2017-DGH/ENQ-101

- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV indicating the Schedule of Rates.
- (e) Section-V indicating the Letter of Award.

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 Directorate General of Hydrocarbons(DGH)	for and on behalf of Contractor (M/s. _____)
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Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.