



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, India.
Phone: 0120-247 2000, Fax- 247 2049. eMail- mm@dghindia.gov.in

INVITATION FOR BID
(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for “Civil/Electrical/Interior work/ Furnitures/ Audio visual system/ Access control system/CCTV at STPI Building, Bhubaneswar”, under two bid system (Techno-commercial bid and price bid) from the known indigenous prospective suppliers / manufacturers whose names are as mentioned under:

1. M/s Urban Elegance, Bhubaneswar
2. M/s S J Associates, Bhubaneswar
3. M/s Dimensions, Bhubaneswar
4. M/s Modus Creative's and Projects Pvt Ltd., Bhubaneswar

Any other renowned and professionally known firm presume themselves eligible as per Eligibility Criterion can approach DGH at email mm@dghindia.gov.in for issue of tender document with all requisite documents 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. Above four firms who could not download the e mailed tender-document can download the same either from DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> and submit their offers.

Bidders are requested to go through the complete bid documents and the Bidder Qualification Criteria under the Bid Rejection Criteria, Scope of Supply /Service etc. in particular before submission of the Bid. All the bids including those from the prospective bidders listed above will be subject to Bidder Qualification Criteria.

**Directorate General of Hydrocarbons
Ministry of Petroleum & Natural Gas**

Phone No : (+91)-120-2472000
Tele Fax : (+91)-120-2472049

Office of : Director General (DGH)
OIDB Bhawan, Tower A, Plot No. 2,
Sector – 73, NOIDA-201301, INDIA

FORWARDING LETTER FOR INVITATION TO BID

To,

Sir/s,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tenders in duplicate for providing below mentioned scope of supply / services.

The salient features of the tender are:

1	Tender No.	:	MM-12019/5/2018-DGH/C-3423/ENQ-105
2	Type of Bid	:	Limited Tender under 2 Bid System (Techno-commercial Bid & Priced Bid)
3	Brief Description of the Services / Scope of Supply.	:	Civil/Electrical/Interior work/ Furnitures/ Audio visual system/ access control system/CCTV at Secondary Data Centre STPI Building, Bhubaneswar (Please see Annexure-III for detailed Scope of Supply.)
4	Delivery/Installation Period	:	Within 45 Days from Letter of Award (LoA)/Mobilisation order.
5	Terms of Delivery	:	Delivered Free at STPI Bhubaneswar
6	Cost of Bid Documents (Tender Fee)	:	Nil
7	Last date for downloading tender documents	:	Same as bid closing date & time as given below
8	Bid Closing Time & Date	:	28.02.2018 at 1400 Hrs
9	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
10	Bid Opening Time, Date & Place	:	Techno-commercial bid : 1500 Hrs. (IST) on the same date of Bid Closing and at the same address, as above. Price bid : Opening time and date shall be intimated to technically qualified bidders.

MM-12019/5/2018-DGH/C-3423/ENQ-105

11	Bid validity	:	90 days from bid closing date.
12	Amount of Bid Bond (original Bid Bond to be enclosed with the Techno-commercial Bid only)	:	NA.
13	Amount of Performance Security to be submitted only by the Successful Bidder.	:	7.5 % of the Total contract value valid for a period of two months beyond the warranty period, to be submitted within 21 days of submitting the Letter of Award (LoA)/Notification of Award (NoA).
14	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	At the rate of ½ % of the order value per week or part thereof subject to a maximum of 10%, for the period extending beyond the scheduled delivery date and/or Commissioning date.

Other details and terms/conditions are as per the following Annexures I-V.

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

Thanking you,

Yours faithfully

HOD (MM)

Encl: As above

For Directorate General of Hydrocarbons

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

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

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 COST OF BIDDING

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

4.0 THE BIDDING DOCUMENT**A. CONTENT OF BIDDING DOCUMENTS**

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

ANNEXURE I :Forwarding Letter cum Instruction to Bidders

Appendix 1 :Bid submission Proforma.

Appendix 2 :~~Bid Bond Bank Guarantee Proforma~~. Not Applicable

Appendix 3 :Proforma of Authorization Letter for Attending Tender Opening.

Appendix 4 :Undertaking / Declaration.

Appendix 5 :Proforma for Changes/Modifications Sought by Bidders.

Appendix 6 :Proforma Certificate on relatives of DG/Directors of DGH

Appendix 7 :Proforma Compliance Statement/Checklist

ANNEXURE II :Bid Evaluation Criteria / Bid rejection Criteria

Appendix 8 :Proforma for bidders past experience for similar jobs

ANNEXURE III :Scope of Work/Technical Specifications and Special conditions of Contract.

Appendix 9 :Proforma for Schedule of Deviations for Technical Specifications

ANNEXURE IV :General Conditions of Contract (GCC) with following appendix

Appendix 10 :Proforma of Bank Guarantee for Performance Security

ANNEXURE V :Price Format**ANNEXURE VI :Conceptual/Tentative design.**

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

B. CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than 5 days prior to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

C. AMENDMENT OF BID DOCUMENT

1. At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.
2. The Addendum will be hoisted on DGH's website www.dghindia.gov.in & Gol's CPP Portal <http://eprocure.gov.in/cppp/> only. All prospective bidders are advised to visit aforesaid websites periodically to update themselves about modifications to the Bid, if any, in order to submit their offer accordingly.
3. In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

D. PREPARATION OF BIDS

LANGUAGE AND SIGNING OF BID

1. The bidder shall prepare two copies of both technical as well as priced bid clearly marking each as the "Original Bid" and the "Copy Bid". In the event of any discrepancy between the "Original" and "Copy", the "Original" shall prevail over the "Copy".
2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language.
3. Bids shall be submitted in the prescribed bid proforma as per **appendices of Annexure-I**. The prescribed proforma at Appendices of **Annexure I**, duly filled in and signed should be returned intact.
4. The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

5. The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.
6. The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company; the same shall be sealed with the company seal or otherwise appropriately executed under seal.
7. The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
8. The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.
9. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
10. The original bid should be signed manually by the authorized signatory(ies) of the bidder.
11. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

E. COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

1. Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

F. DOCUMENTS COMPRISING THE BID

The bid should be prepared and submitted under the single stage two-bid system. The bid should comprise of "Technical Bid" (Un-priced) and "Commercial Bid" (Priced) separately.

I. The "Technical Bid" (un-priced) should comprise the following components:

- a) ~~Requisite Tender Fee in the form of DD drawn in favour of "Directorate General of Hydrocarbons", payable at Delhi.~~
- b) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- c) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- d) ~~Bid Bond to be furnished as specified in instructions to Bidders.~~
- e) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).
- f) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- g) All **Appendices of Annexure -I** & Annexure duly filled in and signed
- h) Price Schedule. (**Annexure V**) (Without indicating Prices)
- i) The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- j) Declaration to the effect that if bidder withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 2 years from being eligible to submit Bids for contracts with the entity that invited the Bids.

II. Price Bid:

The commercial bid (priced) in the prescribed format at **Annexure-V** to be furnished in the bid document and completed in manner detailed in **clause 20** below. It is also to be noted that both technical bid and commercial bid will be submitted together on or before bid closing date. However, DGH will evaluate the un-priced technical bid first. Commercial (priced) bids of only the technically qualified bidders will be opened and evaluated subsequently.

5.0 BID PRICES & TAXES:

Bidder should quote the price in the price format only, given at Annexure-V of the bid document. 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.

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

7.0 MODE OF PAYMENT: In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidder should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).

5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number (for supply of Services), as applicable.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank. For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

8.0 PAYMENT TERMS: Please refer to "Cl. 2.5" at Annexure-III.

9.0 INCOME TAX LIABILITY: The bidder will have to bear all Income Tax liability both corporate and personal tax.

10.0 GST LIABILITY:

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)

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.

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.

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.

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.

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.

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.

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

11.0 The bids will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Forwarding Letter". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date. In case of two bid system, the envelope containing the Technical & Price Bids will be opened first and thereafter, the envelope containing Technical bid will be opened, keeping the Price Bid envelope intact.

12.0 OPENING OF PRICE BIDS: Price Bids of the technically qualified Bidders will be opened on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.

13.0 BID SECURITY: Not Applicable

~~13.1 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 **14.9**.~~

~~13.2 MSEs eligible as per Ministry of MSME's guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.~~

~~13.3 All the bids from the Bidders not covered under Para **14.2** above must be accompanied by Bid Security valid for **45 days** beyond the validity of the bids for the amount as mentioned in the Forwarding Letter and 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 **Appendix 2** only will be accepted. The Bank Guarantee shall be valid for **45 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 Banker's cheque or Account Payee Demand Draft drawn in favour of Directorate General of Hydrocarbons' valid for **90 days** from the date of issue and payable at New Delhi.~~
- ~~13.4 Any bid not secured in accordance with sub clause **14.3** above shall be rejected by the DGH as non responsive.~~
- ~~13.5 The bidders shall extend the validity of the Bid Security suitably, if andwhen specifically advised by DGH, at the bidder's cost.~~
- ~~13.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.~~
- ~~13.7 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 15.0** below is furnished.~~
- ~~13.8 Bid Security shall not accrue any interest during its period of validity or extended validity.~~
- ~~13.9 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.~~

14.0 PERFORMANCE SECURITY:

- a) i) 7.5 % of the Total contract value valid for a period of two months beyond the warranty period, to be submitted within 21 days of submitting the Letter of Award (LoA)/Notification of Award (NoA).

Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per **Appendix-10** in the form of Bank Guarantee(BG) from any Nationalized / 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.

- b) 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.
- c) The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- d) The Performance Security will not accrue any interest during its period of validity or extended validity.

15.0 PURCHASE PREFERENCE

DGH reserves its right to allow to Indian Micro/Small Scale Sector purchase preference facility as admissible under the existing policy issued by concerned ministry.

16.0 AWARD CRITERIA:

DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the

lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

17.0 NOTIFICATION OF AWARD:

- 17.1 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 fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for award of job.
- 17.2 The notification of award of job will constitute the formation of the Contract.
- 17.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **clause 15.0** DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **clause 14.0** hereinabove.

18.0 SIGNING OF CONTRACT:

- 18.1 At the same time as DGH notifies the successful Bidder that its Bid has been accepted, DGH will either call the successful bidder for signing of the agreement or send the Contract Form, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 18.2 Within **30** days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

19.0 SUBMISSION OF BIDS

- 19.1 Sealing and Marking of Bids:
 - a. The tender would be processed according to a single stage, two Bid procedures. Offers should be submitted in two parts viz., Techno-commercial bid and Price Bid, each in duplicate and each in separate envelopes.
 - b. The envelope containing the Techno-commercial Bid should be in a sealed cover bearing the following information on the right hand top corner:
 - Envelope No. 1 Techno-commercial Bid
 - Tender No.:
 - Techno-commercial Bid Closing Date:
 - Techno-commercial Bid Opening Date:
 - Bidder's Name:
 - c. The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:
 - Envelope No. 2 Price Bid
 - Tender No.:
 - Bidder's Name:
 - d. The Techno-commercial Bid and Price bids (each marked "ORIGINAL" and "COPY" as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH:
 - Tender No.:
 - Bid closing Date:
 - Bid opening Date:
 - Bidder's Name:
 - e. The techno-commercial bid shall not contain any reference to any price / price schedule, directly or indirectly. Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote**

against this item in the Price bid. The offer should contain complete specification, details of service and equipment/accessories offered.

- f. The Bid Bond of requisite amount as mentioned in the forwarding letter for invitation to bid must be enclosed with the Technical Bid.
 - g. The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.
- 19.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

**HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301**

- 19.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

20.0 UNSOLICITED POST TENDER MODIFICATIONS

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

- 21.0** Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.
- 22.0** The conditions of the contract to enter into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at **Appendix-7**.

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 for the period as per the Forwarding letter or till _____.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders", "Bid Evaluation Criteria" at **Annexure I& II** and accepted the "General Terms and Conditions" at **Annexure-IV** for providing services and have thoroughly examined and complied with the Scope of Work/Specifications, Technical terms & conditions at **Annexure-III**, 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.

Proforma of Bank Guarantee towards Bid Security
BID BOND

Ref. No..... Bank

Guarantee No.....

Dated

To,

Directorate General of Hydrocarbons

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

India.

Dear Sirs,

1. ~~Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector - 73, Noida - 201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No.~~

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

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

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

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

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

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

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

WITNESS NO. 1

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

(Signature)
Full name, official address (in

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

WITNESS NO. 2

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

Notes:

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date.....

To,

The

Directorate General of Hydrocarbons.

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

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

Sir,

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

Yours faithfully

Signature of Bidder

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

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

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

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Note: If left blank, it will be construed that bidder has **not taken** any exceptions/deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

PROFORMA CERTIFICATE ON RELATIVES OF DIRECTOR OF DGH

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons. (DGH). We certify that to the best of my/our knowledge :

- (i)** I am not a relative of any DG / Director of DGH ;
- (ii)** We are not a firm in which a DG / Director of DGH or his relative is a partner ;
- (iii)** I am not a partner in a firm in which a DG / Director of DGH or his relative is a partner;
- (iv)** We are not a private company in which a DG / Director of DGH is a Member or Director;
- (v)** We are not a company in which DG / Directors of DGH hold more than 2 % of the paid-up share capital of our company or vice-versa.

**Authorised Signatory of
The Contracting Party**

Place.....

Date.....

CHECK LIST

Please Tick (✓) compliance (Yes/No) for the following		<u>Yes</u>	<u>No</u>
i)	The Techno-Commercial and Price Bids are as per tender document		
ii)	General & Special Terms & Conditions will be followed.		
iii)	Scope of work/Technical Specifications will be totally covered.		
iv)	Prices have been quoted against each of the items of the Price.		
v)	Prices filled in the price bid as per given guidelines.		
vi)	Price Format provided with the Techno-commercial Bid indicating quoted/ not quoted for all the items but not disclosing the price.		
vii)	Bid Bond is enclosed with the Techno-commercial Bid.	<u>NA</u>	
viii)	Required experience documents as per clause B.1 (i) of Annexure-II(Copy of Contract/order/LOA along with proof of completion) have been enclosed with the Techno-commercial bid.		
ix)	Required documents as per clause B.1 (ii) of Annexure-II have been enclosed with the Techno-commercial bid.		
x)	Deviation from the tender document? If any, please indicate in separate sheet.		
xi)	The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.		
xii)	Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.		
xiii)	Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any		

	banning orders issued by DGH debarring them from carrying on business dealings with DGH		
--	---	--	--

*** Check list must be submitted along with the Technical Bid**

BID EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

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

B. REJECTION CRITERIA:

The bids must conform to the specifications and terms and conditions given in the enquiry. Technical brochures of all the offered equipment have to be submitted. Bids shall be rejected in case the equipment offered do not conform to the required parameters stipulated in the Technical Specifications, Special Conditions of the contract and Scope of Supply, Works and Services.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

B.1 TECHNICAL:

- i) The bidder must have successfully executed at least 2 orders for state/Central govt or Central PSUs for similar works in last 5 years from the bid closing date of the tender.
- ii) The bidder should have executed at least Two (02) orders of "similar works" each costing not less than Rs. 50 Lakhs in last five (05) years from the bid closing date of the tender.

"Similar works" shall be defined as "**civil/electrical/interior work**"

To this effect, Bidder should submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents (indicating respective contracts/LOI/NOA and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts/work cited in Para (i) and (ii) above

- iii) Average annual financial turnover of minimum Rs. 44.4 Lakhs during the last 3 years (period ending March 31, 2017). Documentary proof in the form of Chartered Account Certificate/Audited Annual Accounts is to be submitted
- iv) Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:
 - Arbitration clause.
 - Tax liability clause.
 - LD/ penalty clause
 - Termination clause.

B.2 COMMERCIAL REJECTION CRITERIA

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

2.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

2.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IV**, Scope of Work/ technical Specifications and Technical term & Conditions at **Annexure III** and Instruction to Bidders at **Annexure I**.

4.0 Offers of following kinds will be rejected:

- a) ~~Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (Refer clause 14 of Instruction to Bidders at Annexure I).~~
- b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid for **90 days** from the date of closing of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Offers which do not conform to DGH's price bid format.
- f) Offers which do not confirm to the mobilization period indicated in the bid.
- g) Offers which do not confirm to the contract period indicated in the bid.
- h) Offers not accompanied with a **copy of GST registration certificate under** or an undertaking for submission of copy of requisite GST registration certificate along with the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).
- i) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- j) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.

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

C. Price Evaluation Criteria

1. Evaluation of bids: - The price comparison of bids will be done on the basis of "Grand Total" including taxes & duties as per the Price Format and the job will be awarded to the successful bidder whose bid has been determined in full conformity to the bid documents and has been

determined as the lowest evaluated bid.

1.1 Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under GST and clearly indicating the applicable rate of GST Details of abatements / deductions available, if any, should also be indicated specifically.

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

2. In the event of computational error between unit price and Net Amount, unit price shall prevail and adopted for evaluation.

D. General:

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

1.0 BIDDER'S EXPERIENCE**BIDDERS PAST EXPERIENCE PROFORMA FOR SIMILAR JOBS**

Sl. No.	Name & Address of parties with whom jobs were carried out	Purchase / Work order details - Purchase / work order No., date and value	Year of Supply & period of work executed with date	Contact details (Name, Phone No., Designation, email id) of persons with whom references can be made

NOTE:

1. The copy of Purchase / work order in support of the above should be attached, failing which the bid shall be considered as incomplete and rejected.

SIGNATURE: -----**DESIGNATION: -----****COMPANY: -----****COMPANY SEAL****DATE: -----**

4. .

1.0 SCOPE OF WORK/SUPPLY:

Scope of work/supply is detailed at Annexure-V of the bid document.

2.0 SPECIAL CONDITIONS OF CONTRACT:

2.1 STANDARDS OF THE WORKS:

The works shall be in accordance with the details in the BID document. To the extent that the standard of the works has not been specified in the BID document, the successful Bidder shall use good quality materials, techniques and standards and execute the works with care, skill and diligence required in accordance with best practice.

2.2 DOCUMENTATION:

Extensive documentation/drawing, if required, shall be submitted to DGH for the civil/electrical/interior work carried out by the contractor. Three complete sets of hard copy should be provided.

2.3 TIME SCHEDULE: To be completed within 45 days from date of mobilization notice/instruction.

2.4 EXCESS/ EXTRA WORK:

Any excess/ extra work which are not covered in the schedule of rates, however it is required for completion of the work, the contractor must carry-out the work with the following condition:

The rates for such excess items will be as per the SOR of Annexure V, however the quantity would exceed the SOR value against that item.

The rates for extra items not covered in SOR, contractor will submit an analysis considering the SOR(CPWD) or the prevailing market rate (for which the contractor should produce proper evidences) and the same shall be vetted by Civil Engineer of DGH and shall be subjected to approval by the competent authority of DGH.

All such excess/ extra works would be carried out only after prior approval of competent authority of DGH.

2.5 PAYMENT:

1. Payment against the work done would be paid as per the SOR against bill/ invoice submitted by the contractor as per actual work done.
2. The payment for excess/extra items carried out as per the laid down procedures mentioned in para 2.4 above would be paid as per the approved rate by the competent authority of DGH, against the contractors bill.
3. Running bills are required to be submitted by the contractor as per actual and only for completed work

4. Maximum two running bills (with minimum gap of 15 days) of completed work can be processed during execution of the work. Cost of each running bill should not be more than 25 % of the contract value.
5. 80% payment against running bills will be done within 10 days after certification of invoice by the engineer in charge.
6. Payment against final bill and remaining 20% amount of running bills will be done after satisfactory completion of work as per scope of work mentioned in the bid document
7. A period of six month from the successful completion of the work would be defect liability period. During this period any defect should be made good by the contractor at his cost and risk.

2.6 SAFETY :

1. The contractor is responsible for safety of man, machineries and property at the site and should follow all the safety norms and practice. Any safety gadget required for the work is contractor's responsibility.
2. There should not be any disturbance or obstruction of daily operation and work flow of DGH for this work.
3. For entry of the contractor's personnel, labourers and materials etc., to the work site prior permission would be required to be taken by the contractor in advance from the competent authority of DGH

2.7 WORKING HOURS:

1. The contractor is required to adjust his working hours so that there would not be any disturbance in normal operation and work flow of STPI
2. The contractor is required to take prior permission from the competent authority of DGH/ STPI to work in odd hours (beyond normal office hours).

2.8 SITE CLEARENCE:

After completion of work the site should be cleared from any debris/waste materials including the removal of removed/ replaced items. The removed items may be taken by the contractor at a depreciated value on permission and instruction by DGH or to be stacked at a desired place shown by DGH.

2.9 FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:

- (a) Date of completion of the project shall be the essence of the contract. If the contractor/supplier fails to complete/deliver the project as per clause 2.3 given above or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:
- (b) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the release / delivery order price per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 10% of contract value which the

contractor/supplier has failed to deliver within the period fixed for delivery Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

OR

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

2.10 **Site Visits by Bidders:**

Before tendering the interested bidder may visit the site of work for proper assessment of the work at his cost with prior permission of DGH competent authority.

SCHEDULE OF DEVIATIONS FOR TECHNICAL SPECIFICATIONS

All the deviations from the technical specifications shall be filled-in by the BIDDER clause by clause in this schedule.

Sl.No.	SECTION	SPECIFICATION NO.	CLAUSE NO.	DEVIATION

The BIDDER hereby certifies that the above mentioned are the only deviations from the client's Technical specifications for this enquiry. The BIDDER further confirms that in the event of any other data and information presented in the BIDDER'S proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the Client's technical specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

SIGNATURE: -----

DESIGNATION: -----

COMPANY: -----

COMPANY SEAL

DATE: -----

MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT

(To be signed with the successful bidder)

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

1.0 DEFINITIONS:

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

1.1 CONTRACT

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

1.2 DGH:

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

1.3 SITE

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

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

1.5 CONTRACTOR:

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

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

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

1.9 CONTRACT PRICE

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

1.10 DAY

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

1.11 EQUIPMENT/MATERIALS/GOODS:

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

1.12 WORKS / OPERATIONS:

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

1.13 GUARANTEE:

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

1.14 MOBILISATION:

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

1.15 DEMOBILISATION:

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

1.16 DRAWINGS:

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

1.17 SPECIFICATIONS:

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

1.18 INSPECTORS:

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

1.19 TESTS:

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

1.20 FACILITY:

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

1.21 THIRD PARTY

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

1.22 APPROVAL:

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

1.23 SINGULAR/ PLURAL WORDS:

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

1.24 GROSS NEGLIGENCE

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

1.25 WILLFUL MISCONDUCT

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

2.0 SCOPE OF SUPPLY / WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-III**

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

3.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract. This date of issue of LOA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION TIME: Contractor has to mobilize the manpower and required material mentioned in the Price Schedule/Price format/ Scope of work or supply after receiving the instruction/mobilization notice from DGH.

3.4 DURATION OF CONTRACT: The contract shall be for the period of time schedule mentioned in Annexure-III or till completion of the work/job.

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

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

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

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

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

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

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

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

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

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

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

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

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

7.0 WARRANTY AND REMEDY OF DEFECTS

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

7.2 Should DGH discover at any time during the tenure of the Contract or within 03(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication: HOD (MM) Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

(b) For Technical information: HOD (NDR) Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

9.0 DUTIES AND POWER /AUTHORITY :

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

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

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

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

10.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

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

10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-III**), as per the Price Format at **Annexure-V**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

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

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

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

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

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

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

11.5 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1 Claims

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

12.2 Notice of claims

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

12.3 Taxes

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

12.4 Personnel taxes

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

12.5 Corporate taxes

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

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

12.7 It is noted that CONTRACT u/s 195 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

13.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's

service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

14.0 PERFORMANCE BOND

14.1 The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ 7.5 % of the Total contract value valid for a period of two months beyond the warranty period, towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

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

15.0 DISCIPLINE

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

16.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws. CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy. The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

16.1 Verification of character and antecedents of Contractual Manpower

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

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

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

17.0 SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

18.0 STATUTORY REQUIREMENTS

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

19.0 INSURANCE

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 16** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated

and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or subcontractor's and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

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

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

b) loss or damage to :

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

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

20.2 Indemnity by DGH:

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

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

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

b) any loss or damage to :

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

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

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

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

21.2 Termination on account of force majeure

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

21.3 Termination on account of insolvency

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

21.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **14 days'** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

21.5 Termination for delay in mobilization

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

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

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

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

21.9 Consequences of termination

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

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

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

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

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

22.0 SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

23.0 WITHHOLDING

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:

23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

23.1.2 Contractor's un-cleared debt arising out of execution of the Contract.

23.1.3 Defective work not remedied by the Contractor.

23.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid indebtedness. When all

the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

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

- (i) Garnishee order issued by a Court of Law in India.
- (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
- (iii) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.

24.0 CHANGE IN LAW

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

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

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

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

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

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

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

25.0 FORCE MAJEURE

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

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

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

27.0 PREFERENCE TO LOCAL COMPANIES

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

28.0 JURISDICTION AND APPLICABLE LAW

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

29.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.

29.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

29.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

29.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

30.0 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

31.0 INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

32.0 PATENT INDEMNITY

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

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

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

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

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

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

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

33.0 INDEPENDENT CONTRACTOR STATUS:

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

contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

34.0 LIMITATION OF LIABILITY

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

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 OIDB 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 authorized officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature)

(Signature)

Full name and official
address (in legible letters)

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)

SCHEDULE OF RATES/ PRICE FORMAT/SCOPE OF WORK

A.	CIVIL & ARCHITECTURAL WORK						
Sl no.	Description of items	Unit	Qty	Unit Rate	GST Rate	GST Amount	Total Amt incl. of GST
1	Providing and fixing wooden paneling made of 50x50 sal wood frames covered with 12mm thick commercial ply confirming to IS 303 (latest edition) finished with veneer including polishing as per specification (prior approval of samples would be required before installation) (cost of polishing to be included) (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/ Godrej)	sqm	113				
2	Providing wood work in frames of false ceiling, partitions etc. sawn and fixed in position (seasoned salwood)	cum	0.1				
3	Full height or low height solid partitions out of 2"x1.5" salwood or 19 mm ply, 24" c/c both ways treated with ant termite solution, covered with 6 mm thk 303 grade ply wood, partly glazed with 8 mm thick clear glass with necessary bedding, finished with veneer including polishing as per specification (prior approval of samples would be required before installation) with approved shade on both side (cost of polishing to be included) , Design and detail as per the instructions of EIC. Contractor to make provision for all electrical, networking boxes on the partition framework at required heights/levels with necessary additional supports as required/desired. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/	sqm	450				

	Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)						
4	Providing & fixing laminated veneer or solid wooden flooring 15mm thick of approved shade & design with foam underlay & polythene sheet. The rate to include profiles, hardware, adhesive etc. The scope of work shall also include the necessary civil works for maintaining the level. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	sqm	155				
5	Providing & fixing laminated veneer or solid wooden flooring skirting 100mm high of approved shade & design with foam underlay & polythene sheet. The rate to include profiles, hardware, adhesive etc. The scope of work shall also include the necessary civil works for maintaining the level. (Make: Board, ply and veneer - Green/Century/Duro/Violam/Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	rm	70.5				
6	Full height or low height solid partitions out of 2"x1 1/2" salwood or 19mm ply section framework 24" c/c both ways treated with ant termite solution, covered with 6 mm thk 303 grade ply wood, partly glazed with 8 mm thick clear glass with necessary bedding, 01 mm thick lamination of sonier,marino, green with approved shade on both side , Design and detail as per the instructions of EIC. Contractor to make provision for all electrical, networking boxes on the partition framework at required heights/levels with necessary additional supports as	sqm	1				

	<p>required/desired. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)</p>						
7	<p>Wall panelling out of 12 mm thk 303 grade ply wood, 01 mm thick lamination of approved shade, Design and detail as per the instructions of EIC. Contractor to make provision for all electrical, networking boxes on the partition framework at required heights/levels with necessary additional supports as required/desired. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)</p>	sqm	1				
8	<p>Providing and fixing anti static vinyl tile flooring of High density resin with a conductive carbon matrix, Easy to maintain, never needs conductive wax - perfect for areas requiring a low maintenance, no dust, high performance ESD floor, Suitable for data centres, computer rooms, clean rooms, electronics manufacturing and testing-repair area, of 2mm to 3mm thickness and size 300 mm x300mm or 600 mm x600 mm and strips/solid design (as approved by EIC) over the existing flooring including all cost of materials, labour etc all complete. Vinyl Tile Make: Armstrong/ LG or other acceptable brand</p>	sqm	77				

9	12 mm thick toughened glass door with all patch fittings are 100% SS fittings of Dorma or equivalent make, 7'x3' size 12 mm clear toughened glass Both side approved etching sticker design with all SS floor spring, SS all patch fitting H/W, SS lock, SS Handle etc. required to complete the related job. (Make: Glass- Saint Gobain/Modiguard) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	no	11				
10	Providing and laying wooden partition made of kail wood, vertical and horizontal of size for giving strength to outer ply, and making wall structure with 1/2" thick marine grade ply, both side laminate finish, edge should be properly covered with edge tape, partition top 10 mm toughened glass fixed with plain moulding, glass should be properly bevelled or edge polished, all cost inclusive (Size" 6'x 3' x 4'- 3"). (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	sqm	1				
11	Providing and fixing of wooden shelf as defined made of 19mm board, veneer 4 mm external with polishing (inclusive of cost of paint and melamine polish) (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	sqm	1				

12	<p>Providing and fixing the storage units with depth as mentioned. The storage units shall have shutters made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of approved shade including at top. The storage units shall have intermediate shelves made in 19mm thick plywood with teak wood lipping with post forming top . This also includes laminate finish to exposed edges of shutter thickness & providing necessary hardware like handles, hinges, locks, tower bolts etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects/EIC and polished melamine externally and french polish internally.</p> <p>(Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino)</p> <p>(Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/ Godrej)</p>	sqm	34.1				
13	<p>Providing and fixing the side credenza with size 1500x700x550 MM. The storage units shall have shutters made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of approved shade including at top. The storage units shall have intermediate shelves made in 19mm thick plywood with teak wood lipping . This also includes laminate finish to exposed edges of shutter thickness & providing necessary hardware like handles, hinges, locks, tower bolts etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects/EIC and polished melamine externally and french polish internally.</p> <p>(Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino)</p> <p>(Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/</p>	no	6				

	Ozone/Godrej)						
14	<p>Providing and fixing the side credenza with size 600x700x550 MM. The storage units shall have shutters made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of approved shade including at top. The storage units shall have intermediate shelves made in 19mm thick plywood with teak wood lipping . This also includes laminate finish to exposed edges of shutter thickness & providing necessary hardware like handles, hinges, locks, tower bolts etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects/EIC and polished melamine externally and french polish internally. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)</p>	no	4				
15	<p>Providing and fixing the work station table for bar-coding area with size 2400x600x750 MM. The table shall have side support , table top made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of sonier/green/marino of approved shade including at top. The table units shall have leg rest made in 19mm thick plywood with teak wood lipping . This also includes laminate finish to exposed edges & providing necessary hardware like handles, hinges, locks, tower bolts ,wire manager key board tray etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects/EIC and polished melamine externally and french polish internally. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/</p>	no	6				

	Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)						
16	<p>Supply and fixing the work station table for workstation area with size 1500x600x750 MM. The table shall have side support , table top made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of approved shade including at top. The table units shall have leg rest made in 19mm thick plywood with teak wood lipping . This also includes laminate finish to exposed edges & providing necessary hardware like handles, hinges, locks, tower bolts ,wire manager key board tray etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects and polished melamine externally and french polish internally.</p> <p>(Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino)</p> <p>(Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)</p>	no	2				

17	<p>Supply and fixing the 'L' shaped work station table for workstation area with size 1500x1500x600x750 MM. The table shall have side support , table top made in 19mm thick plywood of IS 303 grade (latest edition) and finished with 01 mm thick laminate of approved shade including at top. The table units shall have leg rest made in 19mm thick plywood with teak wood lipping . This also includes laminate finish to exposed edges & providing necessary hardware like handles, hinges, locks, tower bolts ,wire manager key board tray etc of approved make. All exposed wooden surfaces shall be stained to shade as directed by the Architects/EIC and polished melamine externally and french polish internally. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/ Godrej)</p>	no	2				
18	<p>Fabricating and fixing Reception desk with 01 mm thick laminate finish of approved make & finish. The table to include - keyboard tray(30"x15"), two pencil drawers 100mm thick, one file shutter of 450mm.The front area shall have frosted glass 12mm thk. 30" x 18" fixed to the table with SS studs. The table shall be fixed to the adjoining partition and shall be rested on 9" tall 12mm clear glass. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/ Godrej) Make: Glass - Saint Gobain/Modiguard</p>	no	1				

19	Supply and fixing 12 sitter conference table of size 4000x1800x750 for conference room . The table shall be made in parts for easy installation made in 19mm thick plywood of sonier/mayur/sylvan 303 grade and finished with 01 mm thick laminate of sonier/green/marino of approved shade including at top as per the approved design. The table shall have electrical connection for laptops and networking cable and lcd projector. This also includes laminate finish to exposed edges & providing necessary hardware like handles, hinges, locks, tower bolts etc of approved make. All exposed wooden surfaces shall be enamel painted as directed by the Architects/EIC. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	no	1				
20	Table for Peripheral: Supply and fixing of table top with outer size as 1800x900x750. 900mm wide table with 25mm thk top, edge finished with 1mm laminate. The table shall have laminated 900mm wide verticals at both ends and fixed to wall and half height partition . The table to include keyboard tray(21"x12")and a drawer unit . The works to include all hardware fittings fixtures etc. (Make: Board, ply, laminate and veneer -Green/ Century/ Duro/ Sonear/ Austin/ Mayur/ Violam/ Merino) (Make: Hardwares -Hardwyn/ Hafele/ Hettich/ Blum/ Ozone/Godrej)	no	2				
21	Perforated Roller blinds Vista / Mac . Blinds made using 100% polyester with acrylic polymer coating.	sqm	50				
22	Roller blinds Vista / Mac black out range for conference rooms. Blinds made using 100% polyester with acrylic polymer coating.	sqm	9				

23	Painting work:Providing and applying acrylic emulsion paint finish to walls, blocked partitions, and plasterboard, ceiling, wood surfaces etc of approved shade, texture. Only plane surface shall be considered for measurement . The work included all sort of surface preperation for smooth surface including POP or any other material etc. all in complete. All works to be carried out as per manufacturers specification and instructions of EIC.	sqm	250				
	FURNITURES						
24	Main table of size 8'-0" x 2'6"x 2'6" for CABIN Make: Godrej/Durian/Featherlite/Wipro	No	1				
25	SIDE TABLE-3'6"X18"X2'6" Make: Godrej/Durian/Featherlite/Wipro	No	1				
26	12 seater conference table of approx. size 4000x1800x750 mm and made of engineered wood Make: Godrej/Durian/Featherlite/Wipro	No	1				
27	Supply of high back leatherlite chair with push/pull mechanism for up/down, back rest tilting provision, rolling over 04 wheels and pedestal with chrome finish Make: Godrej/Durian/Featherlite/Wipro	No.	1				
28	Supply of visitor chair with push/pull mechanism for up/down, back rest tilting provision, rolling over 04 wheels Make: Godrej/Durian/Featherlite/Wipro	No.	4				
29	Supply of high back chair with push/pull mechanism for up/down, back rest tilting provision, rolling over 04 wheels and pedestal with chrome finish Make: Godrej/Durian/Featherlite/Wipro	No.	16				
30	Supply of mid back chair with push/pull mechanism for up/down, back rest tilting provision, rolling over 04 wheels. Make: Godrej/Durian/Featherlite/Wipro	No.	10				

31	Supply of centre table of stand size made of teak wood with glass top Make: Godrej/Durian/Featherlite/Wipro	No.	2				
32	Supply and placing 2 + 1 seater leatherite sofa of approx Size: 2 Seater (50" L x 30" D X 30" H), 1 seater (26"L x 30" D x 30" H) Make: Godrej/Durian/Featherlite/Wipro	Set	1				
33	Supply and placing 2 + 2+ 1 seater leatherite sofa for lounge of approx Size: 2 Seater (50" L x 30" D X 30" H), 1 seater (26"L x 30" D x 30" H) Make: Godrej/Durian/Featherlite/Wipro	set	1				
34	Supply and placing 3 + 1 + 1 seater leatherite sofa for lounge of approx Size: 3 Seater (75" L x 30" D X 30" H), 1 seater (26"L x 30" D x 30" H) Make: Godrej/Durian/Featherlite/Wipro	Set	1				
	ELECTRICAL, LIGHTING AND NETWORKING INSTALLATION WORK						
35	POINT WIRING OF LIGHT, FAN , 6A PLUG EX - FAN, BELL - BUZZER POINT FOR OFFICE, PROJECTION ROOM, BOOKING FOYER, ETC. Point wiring of light, fan, 6A plug, EX - fan , Bell shall be carried out in surface / recessed medium class PVC conduit, with MODULAR SWITCH, MODULAR PLATE , suitable GI box and earthing the point with 2 Nos. 1.5 sq.mm single PVC copper conductor stranded wire & 1 No. 1.5 sq.mm copper conductor Green PVC Earth wire for all points having. 440 V grade, PVC wire run in 20 / 25mm dia 1.5 thick PVC CONDUIT. All socket & light fitting shall be earthed with 1 No.1.5 sq.mm PVC copper conductor stranded wire `Green' PVC Earth wire. The point wiring rate shall not include circuit wire rate also Circuit wires from lighting panel to first Switch Board & first Switch Board to other Switch with 2Nos. 2.5sq.mm Cu. PVC wire & 1No. 1.5 sq.mm Copper PVC Earth wire. All						

	<p>conduits shall be clamped at a distance of not more than 450 mm and on either side of bends. The joints in the PVC conduits shall be made with suitable adhesives tap of approved make. The rate shall also include junction boxes etc. required for above job.</p> <p>Contractor to use good quality connector, flexible PVC conduit, PVC coupler etc. for connection of all light fittings. Suitable insulation tap over connector for safety shall be provided.</p> <p>Contractor to use phase wise colour coded wires only. All wires of Finolex or equivalent make.</p>						
a	Light Points/ fan	Nos	65				
b	5 pin 6 Amps socket outlet point on the same board.	Nos	25				
c	5 Pin 6 Amps socket outlet on separate board including supplying and fixing of 5 pin 6 Amps socket outlet modular type of approved make earthing the third pin with all necessary materials complete.	Nos	45				
d	5 Pin 15 Amps socket outlet on separate board including supplying and fixing of 5 pin 15 Amps socket outlet modular type of approved make earthing the third pin with all necessary materials complete.	Nos	86				

36	Wiring to circuits for main and sub-main with following number & sizes of PVC insulated 1100 volt grade stranded copper conductor wire of ISI marked confirming to IS-694 / 1990 duly colour coded for phase(I.e.red, Yellow & Blue depending upon Phase),neutral (Black)& earth continuity conductor and loop earth to fitting & fixture (Green) laid through rigid PVC conduit pipe conforming to IS-6946 / 1973 of 1.5 mm wall thickness laid on surface/recess/hidden inside false ceiling or table of building properly clamped by means of saddle clamps as applicable (the clamps/saddles shall be fixed using suitable size PVC sleeves only) including supply of all required materials such as properly colour coded wires, rigid pvc conduit, junction box & pull box etc complete with making good the damages caused as required and complete as per direction of Engineer-in-charge/ consultant .						
a	Sub-main/power wiring with PVC insulated Copper wire of 2 x 2.5 sq mm + 1 x 2.5 sq mm earth wire, as per specifications and direction of Engineer in Charge	mtr	1850				
b	Sub-main/power wiring with PVC insulated Copper wire of 2 x 4 sq mm + 1 x 4 sq mm earth wire, as per specifications and direction of Engineer in Charge	mtr	1350				
37	Supply & installation, testing & commissioning following light fitting complete with necessary conduit support, junction box, hardware, lamp holder, starter, connector, copper wound polyester filled choke, igniters, lamps, tubes etc. suitable to 230V, 1 PH, AC supply of Syska/Havel's make or equivalent complete.						
a	36 watts square - 2' x 2' LED Decorative light fitting.	Nos.	50				
b	18 watts square LED Decorative light fitting.	Nos.	12				

c	Embossed new logo of DGH on a steel plate of size 600x800 mm fix with wall with suitable ss stud, the embossed portion shall colour matching with the company logo all complete and back lighted with led light .	LS	1				
38	NETWORKING CABLING SCHEDULE BREAK UP						
	CAT 6 UTP Cable D- Link	Mtr s	1200				
	0.5mm 2 Pair Telephone Cable Finolex	Mtr s	1200				
	Main Distribution Frame 50 pair including Korne modules	Nos.	1				
	D-Link IO Dual With SMB Surface Mount BOX Including 2 Nos. Key Stone	Nos.	30				
	1 Mtr. PATCH Cord	Nos.	30				
	2 Mtr. PATCH Cord	Nos.	30				
39	Installation of CAT6 Combo I/O(Dual) Pair Finding, Termination & Testing	Nos.	30				
	LAN & Telephone Cable Laying (PVC Conduit) Including Materials i.e PVC Pipe, Bend, Flexible Pipe, Bracing & Tagging, etc. (both LAN & Telephone together) through ½” PVC pipe/casing in combo SMB	Mtr s	1200				
	Lan Switch 24 port for connectivity of 5th floor Workstation with Second floor servers	Nos.	1				
	Wired conference system						
40	Supply and fixing SITC of Chairman Unit Long Length - Digital unit in the conference room having Possible-to-speak indication, request-to-speak indication, Built-in loudspeaker with volume control, Built-in loudspeaker with volume control, Headphones socket: built-in 3.5 mm (0.14 in) stereo headphones, Built-in volume control for headphones, Color-coded LED indicator above microphone button, for showing the following states: microphone on, request-to-speak, and possible-to-speak all. complete as per the EIC	No.	1				

	<p>Frequency response:200 Hz to 12.5 kHz</p> <p>Headphones load impedance:> 32 ohms < 1k ohm</p> <p>Loudspeaker nominal output:72 dB SPL</p> <p>Length of microphone from mounting surface :480 mm (18.9 in)</p> <p>Operating temperature:0 °C to +35 °C</p> <p>Plug and play functionally for fast installation and reconfiguration time.</p> <p>Immunity to mobile phone interface.</p> <p>Provision of chairperson can press and hold in the priority button to overrule all participant microphones.</p> <p>Type : SISCO /Bosch/ Sony/Philips</p>					
41	<p>Supply and fixing SITC of Delegate Unit Long Unit- Digital in the conference room having Possible-to-speak indication, Request-to-speak indication, Built-in loudspeaker with volume control, Built-in loudspeaker with volume control,</p> <p>Headphones socket: built-in 3.5 mm (0.14 in) stereo headphones,</p> <p>Built-in volume control for headphones, Color-coded LED indicator above microphone button, for showing the following states: microphone on, request-to-speak, and possible-to-speak all complete as per the EIC</p> <p>Frequency response:200 Hz to 12.5 kHz</p> <p>Headphones load impedance:> 32</p>	No.	11			

	<p>ohms < 1k ohm</p> <p>Loudspeaker nominal output:72 dB SPL</p> <p>Length of microphone from mounting surface:480 mm (18.9 in)</p> <p>Operating temperature:0 °C to +35 °C</p> <p>Plug and play functionality for ensuring fast installation and reconfiguration times</p> <p>Immunity to mobile phone interference</p> <p>Type : SISCO /Bosch/ Sony/Philips</p>					
42	<p>Supply and fixing SITC of Control Unit for the Digital Discussion having the facilities mentioned below to support the above mentioned conference system including cost of all as per EIC.</p> <p>Built-in MP3 recorder with internal memory and USB recording</p> <p>Built-in Digital Acoustic Feedback Suppression</p> <p>(DAFS) for ensuring superior speech intelligibility</p> <p>Plug-and-play functionality for quick and easy connection of up to 80 Discussion Devices</p> <p>Native support for automatic HD camera control</p> <p>A maximum of four microphones can be selected on the Control Unit. This can be further extended to 10 microphones in the web browser</p> <p>Four Basic Microphone Management mode shall be there: - (i) Open: microphone button control with request-to-speak (Auto) (ii) Override: microphone</p>	No	1			

	button with override of activated (iii) Voice: voice activated microphones (iv) Push-to-talk (push and hold button to speak) Type : SISCO /Bosch/ Sony/Philips						
43	EXTENSION CABLE ASSY 10M-	No.	2				
44	Surface-Mount sub woofer of power handling 200W, maximum spl 114dB JBL/Philips/Sony	No.	2				
45	Surface-Mount Satellites of 30W, Maximum SPL - 100dB JBL/Philips/Sony	no	8				
46	Super efficient power with out standing performance power amplifier. Bosch, Philips, Sony , Yamaha	No.	1				
47	8 channel Audio Mixer- Bosch/Sony/Philips/Yamaha	No	1				
48	12U Rack for Controller & Amplifier	No.	1				
49	Wireless microphone system- Head worn system/tie clip version of bosch, Philips, Sony	No	2				
50	Loudspeaker Cabling with PVC Conduit	mtr	300				
	Video Conferencing						
51	Supply and fixing CISCO make (Model CTS-SX-20) 1:3 Video Conferencing system or equivalent with Precision HD Camera 1080p 4x SX20 auto expand, Wall Mount Kit for SX20, Custom 4xcamera cable; HDMI Control and Power, Bracket mounting for 4x PHD Cam to monitor, Performance Mic - for auto expand only, Remote Control TRC 5, SX20 Codec - encrypted, Warranty, Support, Multi Side License , HDMI to VGA Cable with converter, 4 nos 300W Intex or (JBL)or superior Make Bar Type speaker with mounting kit & Cable etc including all other accessories & labour as required as per EIC. Type- CISCO	No.	1				

52	75" LED Professional HD display with wall mounting Kit, Model: 55 SE3KB Make- LG	No	1				
53	HDMI Cable	No.	1				
	BIOMETRIC ACCESS CONTROL SYSTEM						
54	Supply and fixing of Access control system of following Make with time biometric attendance facility for 6 nos. of door suitable for access from outside and exit button from inside including necessary cabling, installation and commissioning at the site all complete as per EIC and as per the product listed below Brands: Eurovigil/ eSSL/ CP Plus						
a	Access Control system	No	6				
b	Electro Magnetic Lock of Suitable Capacity .	No.	14				
c	Push button switch for exit	No.	6				
d	Power Supply for Electro Magnetic Lock .	No.	6				
	CCTV CAMERAS						
55	Supply and fixing of CCTV CAMERAS at suitable positions (as mentioned) with suitable 16 channel NVR as per the details given below including fixing of all cameras, NVR, power supply to cameras & NVR, all accessories, Network and Power Cables etc. as per EIC : Brands /Type: Eurovigil / CP Plus / Sony / Bosch / honey well						
a	16 Channels NVR with following features: -16 network Cameras support, Open VIF protocol -Local Display: HDMI/VGA - Search & Playback, - Event Trigger, Video analytics	No.	1				

	<p>Network: - Ethernet (RJ-45), Gigabit</p> <p>Protocols: TCP/IP, DHCP</p> <p>Supported OS Windows XP / VISTA / 7 / 8, MAC OS X</p> <p>Back up - File Back up(Via Web)</p> <p>Function : Single channel play, Date-time/title display</p> <p>Storage: 4 TB or higher</p> <p>Server - Dynamic Domain Name Server</p> <p>Input Voltage/Current - 100 ~ 240V AC ±10%, 50/60Hz,</p> <p>Operating Temperature - +0°C ~ +40°C</p> <p>Certifications - CE, FCC</p>					
b	<p>IP2MP CAMERA -. imaging Device / Sensor - 1/ 2.8" Exmore CMOS/CCD, TYPE- Indoor</p> <p>Total Pixels -> 1,920(H) x 1,080(V)</p> <p>. Scanning System- progressive</p> <p>S / N Ratio- >50db</p> <p>. Focal Length - Minimum 3 mm (Fixed)</p> <p>Operation - day and night - auto (ICR/Colour)</p> <p>Alarm Triggers - Motion detection, Tampering Detection</p> <p>Viewable Length - Minimum 10m (IR)</p> <p>NETWORK -RJ 45</p> <p>Protocol - TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), etc.</p> <p>Memory Slot - micro SD/SDHC/SDXC</p>	No.	7			

	Web Viewer - Windows XP / VISTA / 7 / 8, MAC OS Certifications – CE/ FCC						
c	IP Fish Eye 4 Mega Pixel CAMERA imaging Device / Sensor - 1/ 3" CMOS/CCD, TYPE	No.	2				
d	Network Cabling	Mtr	550				
e	Electrical Cabling	No.	170				
56	UPS System of 10KVA for CCTV, Access Control & Audio Visual System with electrical wiring cable and accessories	No	1				

Note:

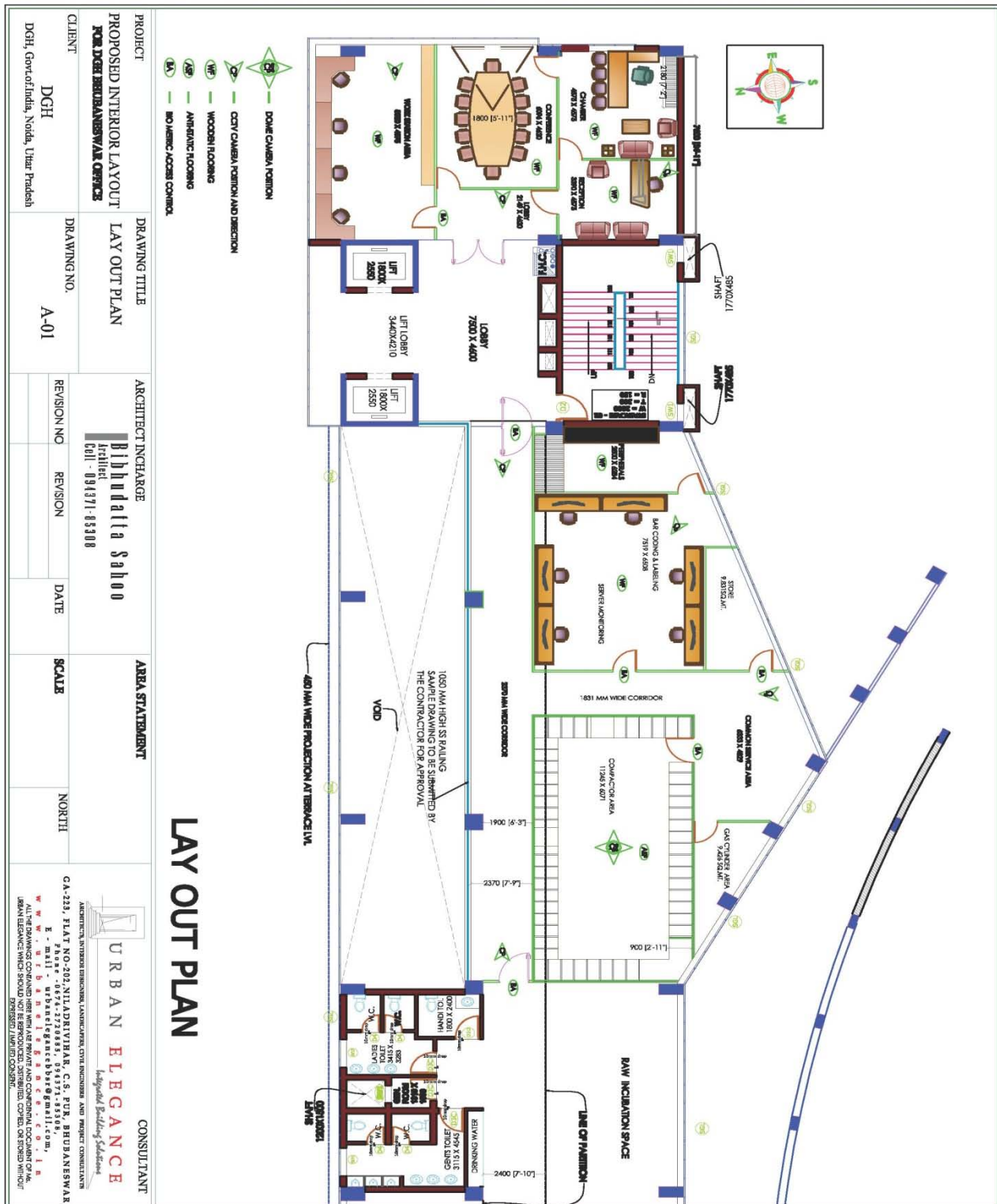
1. All the items mentioned above in the price format/price schedule/scope of work or supply are tentative or estimated only, and can vary as per requirement.
2. Payment shall be made as per actual only after satisfactorily completion of work as per scope of supply/work and tender conditions.
3. Grand Total should be inclusive of all applicable taxes, duties and other charges that may incur to vendor during execution of the work.
4. In the event of computational error between unit price and Total Amount, unit price shall prevail and adopted for evaluation.
5. Bidder should strictly follow the price format. Bid containing price quoted in any other format will be rejected out rightly.
6. Bidder must quote for each and every line items described in the price format.
7. Price format shall cover the complete scope of work and bind all terms & conditions of Annexure-III and other tender conditions.

I agree to all the above conditions.

Signature of Authorized Signatory _____
Name and designation of Authorized Signatory _____
Seal of the bidding company _____

CONCEPTUAL LAYOUTS/DESIGNS

1. Layout plan at 5th floor of STPI Building, Bhubaneswar



2. Architectural views of cabins, conference room , work stations etc.



