



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
Plot No.2, OIBD Bhawan, Sector 73, Noida-201301
Ph: 0120 – 247 2000. E-mail: mm@dghindia.gov.in

(INVITATION TO BID)

Directorate General of Hydrocarbons, Noida invites offers from interested bidders for **Hiring of Transit Accommodation for the office of Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, Noida**, under two bid system.

- 1.0** Directorate General of Hydrocarbons (DGH) under Ministry of Petroleum & Natural Gas having its office at Sector 73, Plot No 2, OIBD Bhawan, Noida, UP, is in the process of hiring a transit accommodation at Noida on lease rent basis as per specifications mentioned in the scope of service of tender document. This tender is to seek proposal for hiring/ leasing of transit accommodation for a period of three (03) years with the provision for two extensions of one year each after completion of initial three (03) years period.
- 2.0** The detailed e-bid document for the above is available at DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security declaration, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 3.0** The salient details of EOI are as below:

1	EOI No.	HR-11039/2/2022-DGH/ENQ-216
2	Brief Description of the Services / Scope of Supply	Hiring of Transit Accommodation for the office of Directorate General of Hydrocarbons, under ministry of Petroleum and Natural Gas, Noida, under two bid system
3	Type of Bid	Open under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	22/07/2022 at 14-00 hrs.(IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Security/ Earnest money Deposit	Rs. 76,000/-
9	Security Deposit	DGH will not deposit any kind of security to successful bidder
10	Lease Period / Contract Duration	Three (03) years with the provision for two extensions of one year each after completion of initial three (03) years period on mutual agreement basis
11	Eligibility Criteria	As per Annexure-III of Tender document.

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/ Technical Specifications etc. in particular before bidding.

HoD (MM)
For Directorate General of Hydrocarbons

**DIRECTORATE GENERAL OF HYDROCARBONS
MINISTRY OF PETROLEUM & NATURAL GAS
GOVERNMENT OF INDIA
NOIDA**

TENDER NO: HR-11039/2/2022-DGH/ENQ-216

BID DOCUMENT FOR
HIRING OF TRANSIT ACCOMMODATION FOR THE OFFICE OF
DIRECTORATE GENERAL OF HYDROCARBONS, NOIDA

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

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

2.0 PRE BID CONFERENCE: Not Applicable.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENT

5.0 CONTENT OF BIDDING DOCUMENTS

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

Annexure-I : Instructions to Bidders

Appendix-1 : Bid submission proforma

Appendix-2 : Proforma of Authorization Letter for Attending Tender Opening

Appendix-3 : List of documents to be uploaded/submitted along with techno-commercial bid

Annexure-II : Lease Agreement

Annexure-III: Bid Evaluation Criteria

Appendix-4 : Inspection report

Appendix-5 : Inspection Points with score to assess the Condition / Suitability

Annexure-IV: Scope of work/service

Annexure-V: Price Schedule

Annexure-VI: E-Bidding Instructions to Bidders

5.2 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 will result in the rejection of its bid without seeking any clarifications.

6.0 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 seven (07) 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.

7.0 AMENDMENT OF BID DOCUMENT

7.1 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.

7.2 The Addendum will be hoisted on DGH's website and GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid websites till the bid submission date to update themselves about modifications to the Bid documents, if any, in order to submit their offer accordingly.

7.3 In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

C. PREPARATION OF BIDS

8.0 SUBMISSION OF BID

8.1 The bidders shall submit the bids electronically and sign digitally.

8.2 Tenders are invited online through Single stage and two envelope or bid systems. The first electronic envelope/bid is techno-commercial bid envelope and second electronic envelope is financial bid envelope.

8.3 The bidder shall submit Techno-Commercial & Financial bids simultaneously.

Note: Techno-Commercial bid will be evaluated first and thereafter financial bids of qualified bidders only shall be opened.

8.3.1 The techno-commercial bid electronic envelope will contain the follows:

- a. Scanned copy of the following original documents:
 - i. Demand draft of required amount as bid security
 - ii. Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

- b. Bid document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder.

8.3.2 The Financial bid electronic envelope will contain: Scheduled of Rate/Price Schedule.

Note: Detailed instructions regarding online bid submission are available in Annexure-VI of Tender Document as “E-Tendering instructions to the bidders”.

- 8.4** Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:
- i) Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
 - ii) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, Physical documents against e-Tender No. _____, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/delivered elsewhere or late.

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

9.1 Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH’s requirement may be rejected without seeking any clarification.

9.2 Prevailing Government guidelines regarding Tender Fee /Bid Security /Performance Security / Purchase or Price Preference shall be applicable, provided the bidder submits necessary evidence for eligibility, along with the bid.

10.0 BID PRICES

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

10.2 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.

10.3 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

10.4 Bidders are not allowed to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

10.5 Tax Liability

The bidder will have to bear all Income Tax liability.

11.0 PAYMENT TERMS: Refer Payment terms described at Annexure-IV.

12.0 MODE OF PAYMENT

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars 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, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Any other details as required by the remitting bank.

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

13.0 VAGUE AND INDEFINITE EXPRESSIONS

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

14.0 PERIOD OF VALIDITY OF BIDS

14.1 The Bid shall be valid for **90 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

15.0 BID SECURITY: A demand draft of amount mentioned at **Page 1-2** of bid document should be submitted in this regard. Offer without bid security will be rejected.

16.0 e-MAIL / e-BIDS CONTAINING SCANNED SIGNATURE:

Bids received in email or e-bids with scanned signature will not be considered.

c. SUBMISSION AND OPENING OF BIDS

17.0 SEALING AND MARKING OF BIDS.

17.1 Offers are to be submitted in electronically. The first electronic cover/envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

17.2 DGH reserves the right to ignore any offer which fails to comply with the above instructions.

17.3 DGH will not be held responsible for any loss or late received of e-bid due to server problem and others.

17.4 DGH will not be held responsible for the loss of or for the delay in postal transit.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 The e-bid must be received by the DGH electronically not later than **1400 Hrs** (IST) on the notified date of closing of the tender. Required original documents, as mentioned at 8.4 of Annexure-I, must be reached before the tender closing date and hours at the following address:

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

Original documents sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs.** (IST) on the specified date. **Original documents received by post without proper superscription of Physical Documents against Tender number _____, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

19.0 LATE BIDS

19.1 Bidders are advised in their own interest to ensure that e-bid and required physical documents, if any, against tender must reach the specified office well before the closing date and time of the bid.

19.2 Physical documents, if any, received after closing date and time of the bid, will be rejected and returned unopened.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

No e-bid may be modified after the dead line for submission of bids.

21.0 OPENING OF BIDS

21.1 The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix-2** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

21.2 Price Bids of the technically qualified Bidders will be opened on a specific date. Bidders will be intimated about the bid opening date in advance.

21.3 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

d. EVALUATION OF BIDS

22.0 EVALUATION AND COMPARISON OF BIDS

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

23.0 UNSOLICITED POST TENDER MODIFICATIONS

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

24.0 EXAMINATION OF BID

24.1 The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

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

25.0 SPECIFICATION

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

e. AWARD OF CONTRACT

26.0 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.

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

27.1 DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

28.0 NOTIFICATION OF AWARD (NOA)

28.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

28.2 The notification of award will constitute the formation of the contract.

28.3 Upon awarding the NOA, DGH will promptly notify each unsuccessful bidder and discharge their bid securities.

29.0 SECURITY DEPOSIT: DGH will not deposit any kind of security to the successful bidder.

30.0 SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that DGH may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/lease execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, DGH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

31.0 SIGNING OF CONTRACT/ LEASE AGREEMENT:

At the same time as DGH notifies the successful Bidder that its bid has been accepted, DGH will ask the successful bidder to sign the lease agreement/ contract. The lease/contract against this tender will be governed in accordance with the lease agreement at Annexure-II and scope of service, terms & conditions and special conditions of contract at Annexure-IV. The successful bidder will be given one copy of the lease agreement /contract.

BID SUBMISSION PERFORMA

Tender No.....

Bidder's e-mail _____ : Telephone
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 lease our property to DGH for a period of three (03) years at the monthly lease rent quoted by us in the price format hereto and agree to hold this offer open till 90 days from bid closing date.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We hereby confirm that the monthly rates offered for preceding years is not greater than that for succeeding years.
4. I/We hereby confirm and undertake that the space offered is free from any liability and litigation with respect to its ownership, lease/renting and there are no pending payments against the same. We indemnify DGH from all liabilities, claims etc arising out of any or in the course of or caused by the execution of this lease agreement.
5. I/We hereby confirm and undertake that in case the accommodation is not already fitted with (i) ACs, (ii) Geysers, (iii) Wardrobes, (iv) modular kitchen & (v) fans as per the specifications at Annexure – IV, the same will be fitted /provided within 15 days of Notification of Award (NoA), in the proper working condition.
6. I/We hereby confirm and undertake that I/We take the responsibility of statutory compliances with respect to offered transit accommodation / services and will provide copies of approvals if needed by DGH at later stage.
7. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure-III and accepted the "Model Lease Agreement " at Annexure-II & "Special Conditions of Contract" of Annexure-IV for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at Annexure-IV, 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 _____

Signature of witness

Address Seal of the bidder

Dated

Note: This form must be returned along with technical bid duly signed.

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.

**LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH
TECHNICAL BID**

A. List of Documents to be uploaded in Techno-commercial electronic envelope:

The tenderer shall upload the following digitally signed documents along with techno-commercial bid. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Demand draft of required amount as Bid security.
2. Duly signed and scanned copy of Experience Certificate and other required documents as described at Annexure-III of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly filled, signed and scanned copy of Appendices (Appendix-1 and 2) at Annexure-I.
5. The power of attorney or authorization, 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.

6. Self-attested copy of GST registration certificate, if any.
7. 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.

B. List of Documents to be submitted offline in original:

Power of attorney (Sr. No. 5 above) is to be submitted offline in original before tender closing date and time.

Lease Agreement for Hiring of DGH Transit Accommodation

This Lease Agreement is executed at Noida, on present date between _____, hereinafter called the "FIRST PARTY" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include her heirs, executors and administrators and assigns) of the First part.

AND

Directorate General of Hydrocarbons, Ministry of Petroleum and Natural Gas, Government of India having office at OIBD Bhawan, Plot No.2, Sector- 73, Noida -201 301, through this representative hereinafter called the "SECOND PARTY" which expression shall mean and include their legal representative and assigns, of the other part.

WHEREAS

- A. The "FIRST PARTY" is the absolute owner in possession of premises situated at _____ consisting of ____bed rooms, ____drawing rooms, dining room, toilets, kitchen and servant quarter, along with Fittings & Fixtures as per inventory enclosed with this agreement as _____ hereinafter referred together as the said "premises"
- B. And whereas the lessee being in need of a transit accommodation has approached the lessor to give the said premises on rental basis for occupation and use by the lessee's employees / associates / consultants / guests for transit residential purposes only, which the lessor has agreed to do for the period, at the monthly rent and on the special terms & conditions.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That in consideration of the rent being paid and on due compliance of the covenants and conditions hereinafter contained by the Second Party. The First Party hereby grants on lease to the Second Party, the demised premises in accordance with the terms of this deed.
2. That the lease of the demised premises shall start with effect from (hereinafter call the effective date)_____(In words_____) and shall be effective for a period of _____months subject to earlier termination as provided in this deed.
3. To hold the same unto the lessee for the period of _____months i.e. from _____to _____at _____per month shall be payable in advance, on or before ___day of each English Calendar month for the demised premises.
4. That the Lessee undertakes that the premises in question will never be used for non-residential commercial purposes and the lessee will not assign or part with the possession of aforesaid premises or any portion thereof in favor of any

unauthorized person/authority. Lessee also undertakes not to subject, mortgage or otherwise dispose off or part with possession and control over the aforesaid fixtures and fittings, articles and other things forming part of the premises as per Appendix-1.

5. The lessor shall provide Power Back-Up system for minimum ___KVA with separate electricity meter. Operation & maintenance, including cost of diesel, operator etc. will be the responsibility of the owner/ lessor. The lessee will pay as per meter reading which is @ ___per Unit.
6. Lessor has provided Fittings & Fixtures as per _____.
7. That in consideration of the rent being paid and on due compliance of the covenants and conditions hereinafter contained by the SECOND PARTY. The FIRST PARTY hereby grants on lease to the SECOND PARTY, the demised premises in accordance with the terms of this deed.
8. That the lease of the demised premises shall start with effect from _____(hereinafter call the effective date) and shall be effective for a period of _____subject to earlier termination as provided in this deed.
9. That the lease has been fixed for a period of _____. However, it is hereby agreed by and between the parties that notwithstanding anything here in contained, the lessee shall during the subsistence of this agreement, have the option to terminate this agreement by giving to other one (01) month prior notice of termination in writing and this agreement will accordingly stand terminated on the expiry of the said period of notice.
10. That the Lessee undertakes that the premises in question will be used as Transit House Accommodation for Directorate General of Hydrocarbons.
11. The Lessee has agreed to take the demised premises on lease relying upon the representation of the Lessor that the Lessor has proper title to the demised premises, is authorized and entitled to enter into this deed for the demised premises and that the Lessee does not require any permission from the Municipal or the Development Authorities for use of the demised premises for residential purposes.

That the SECOND PARTY hereby covenants with the FIRST PARTY as follows: -

- i) That the Water & Electricity and shall be borne and paid by the SECOND PARTY as per the actual bill(s) and that Power Back Up charges shall be paid by the SECOND PARTY for the actual units consumed at the quoted rates/agreed rates.
- ii) That all minor and day-to-day repairs such as leaking taps/re-placement of lights etc., shall be carried out by the SECOND PARTY at its own cost. Whereas the cost of all major repairs, shall be borne by the FIRST PARTY (PROVIDED DAMAGE IS NOT CAUSED DUE TO NEGLIGENT USE BY THE SECOND PARTY).

- iii) That the SECOND PARTY shall pay the rent after deducting TDS, which shall be applicable according to the Income Tax provisions in vogue.
- iv) That the SECOND PARTY undertakes not to make any additions or alterations in the premises without the written consent of the FIRST PARTY and in case it does so, the SECOND PARTY shall restore the premises to its original tenantable conditions, normal wear and tear accepted.
- v) To yield and deliver back vacant possession of the demises premises to the FIRST PARTY on the expiry or termination of the lease or after any renewal thereof in original tenantable conditions, normal wear and tear accepted.
- vi) That the SECOND PARTY undertakes to abide by and comply with all laws rules and regulation of the municipal corporation/Noida Authority, Noida, U.P.
- vii) The SECOND PARTY shall permit the FIRST PARTY or his/ her representative to inspect the premises at least once a month subject to receipt of sufficient prior notice.

12. That the FIRST PARTY hereby indemnifies the SECOND PARTY against any legal/monetary obligations or liabilities arising out of any requirement of the Government/Local authority including development authority/municipal or any other entity whatsoever or in case of any dispute arising in the ownership of the premises and the consequent interference if any in the matter of peaceful and lawful occupation of the SECOND PARTY in the demised premises till the end of the lease period as herein above agreed.

13. The FIRST PARTY covenant with the SECOND PARTY as follow:

- a) To abide by and comply with all laws, byelaw, rules and regulations of the local bodies and other relevant authorities.
- b) To tend over the demised premises in proper functional conditions in all respects.
- c) To pay the house tax, ground rent and municipal and other taxes, levies and charges, other consumable charges such as Residential Welfare Association (RWA) and all normal outgoing in respect of the demised and not to allow the same to fall in arrears.
- d) The SECOND PARTY shall have the right to use and enjoy 24 hours all day without any restrictions whatsoever the entrances, staircase, landings, corridors, roads and passage in and outside the demised premises so far as the same are necessary for the enjoyment of the same.
- e) To allow the SECOND PARTY to enjoy peaceful possession of the demises remises during entire period of the lease and the renewal thereof without any interruption by the FIRST PARTY or any persons lawfully claiming either through or under or in trust for the FIRST PARTY or otherwise.

- f) To keep the demised premises in good order and proper tenantable conditions and to undertake necessary major repair as and when required.
14. If the whole or any part of the demised premises shall at any time during the term of the lease be destroyed or damaged due to Tempest, flood, earthquake, act of God, act of terrorism, war or any other irresistible force or the demised premises are rendered inaccessible due to destruction or damages as aforesaid or act of government, then the demised premises shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the demised premises cannot be rendered fit for occupation and use and or become accessible to be paid under the lease or a fair proportion thereof according to the nature and extend of the damages sustained shall cease and be suspended until the demised premises shall be rendered fit for occupation and use and/or become accessible.
15. This agreement shall be subject to the provisions of U.P. rent control act as amended up to date.
16. At the time of lessee vacating the said premises, it shall be entitled to remove all items of furniture except the fixed furniture and fittings belonging to the lessor brought into the said premises from time to time.
17. In case, payment of stamp duty and registration are involved in respect of this agreement, both the parties here to hereby agree to comply with such requirements and share the charges equally.
18. This agreement shall be governed by Indian Law and shall be subject to territorial jurisdiction of courts situated at Noida /Ghaziabad, U.P.
19. If the SECOND PARTY shall be in arrears of rent payable for the demised premises by two months consecutively, from due date when the first payment falls due otherwise commits any breach in payment, observance or performance OR BREACH OF ANY CONDITION BY the SECOND PARTY, the FIRST PARTY may give the SECOND PARTY a notice in writing of such arrears, breach or failure, as the case may be and if the SECOND PARTY does not rectify the breach or pay, observe or perform or fulfill the arrears or relevant obligation within FIFTEEN days of receipt of notice, then the FIRST PARTY may at its option to forthwith terminate the lease.
20. Upon termination or expiry of the lease the SECOND PARTY shall hand over peaceful vacant possession of the demised premises to the FIRST PARTY.
21. Any notice required to be given under the lease, shall be served in writing on the SECOND PARTY at the demised premises.
22. The parties agreed that the FIRST PARTY at any time during the sustenance of period of this lease sells and/or transfers its leasehold rights in the demised premises as a whole or in part or parts thereof to any one or more persons in such an event the SECOND PARTY, shall attorn the lease to such a transferee on the same terms and conditions as are contained herein. In addition to which a letter

shall be issued by the prospective new landlord in favor of the SECOND PARTY confirming that the terms herein contained are binding on him, the whole benefit shall be transferred to the new landlord and the same shall also apply in case of any subsequent sale or transfer of the lease hold rights.

IN WITNESS WHEREOF THE LESSOR and the duly constituted representative of the SECOND PARTY have set and subscribed their respective hands on the day and the year first hereinabove written.

WITNESSES:

1.

FIRST PARTY

2.

SECOND PARTY

BID EVALUATION CRITERIA

1. Vital Criteria for acceptance of bid

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to DGH, within the date specified in the bid document. 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. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids will not be considered by DGH and may be rejected outright.

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

i) Bid should be complete, covering and conforming to the specifications of the transit accommodation indicated in the tender document, duly supported with documents required. Incomplete and non-conforming bids will be rejected outright.

ii) Eligibility of the bidder:

The bidder should have experience of giving his own furnished/semi-furnished property on lease basis for the purpose of Transit Accommodation or for any other commercial/residential usage for a period of minimum 02 years during last 07 years. Minimum experience of two years for successfully providing facility for transit accommodation or for any other commercial/residential usage, from the closing date of submission of tender, in Govt. departments/PSU/Limited Company/Autonomous Bodies.

Bidders should submit copies of respective contracts/ lease, along with documentary evidence in respect of satisfactory execution of each of those contracts/ lease, in the form of copies of any of the documents (indicating respective contract number 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 cited above.

2. **COMMERCIAL REJECTION CRITERIA:**

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

i) Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid 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 techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

ii) **Acceptance of terms & conditions:** The bidder must confirm unconditional acceptance of lease agreement/ Contract at **Annexure-II**.

iii) **Offers of following kinds will be rejected:**

- a) Offers made without Bid Security.
- b) Offers which do not confirm unconditional validity of 90 Days of the bid as indicated in the "Invitation to Bid".
- c) Offers which do not conform to DGH's price bid format.
- d) Offers which do not confirm to the contract period indicated in the bid.
- e) Offers not accompanied by copy of PAN Card will be rejected.
- f) 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.

3. Bid Evaluation Criteria:

Further to qualification of the criteria of BEC/BRC at **point 1 and 2 above**, the offered building will be inspected by a DGH Committee, for verification of Specifications and to assess suitability of the offered transit accommodation for DGH (refer Appendix - 4 and 5). The Committee will inspect the accommodation and premises in the presence of the owner/authorized representative. The Committee's evaluation will be final & binding for acceptance/non-acceptance of the bid. For this purpose, qualification score is 70% or above and offers below 70% will be rejected.

Evaluation Criteria of Price Bid:

- i) Technical Bids of bidders will be evaluated based on the above eligibility criteria and after scrutinizing all the relevant documents as sought from them.
- ii) The price bids of techno-commercially accepted bids, scoring 70% or above as per para 3 above, will only be opened.
- iii) The price bids will be opened with prior information to the eligible bidders only to facilitate the presence of the bidders or their authorized representatives in the price bid opening process. If the bidders are nominating their representatives to participate in the bid opening process, such representatives should bring authorization letter in their official letterhead.
- iv) Price bid will be evaluated on the basis of "Total in Figures for line item 1.01 to 1.06 only" (pls refer Price Schedule at Annexure-V). Rent for optional items mentioned under line item 2 in the price schedule will not be considered for evaluation.

Inspection Report

Name of the Bidder:

Contact Details:

and Address of Property visited:

Date of Inspection:

In presence of representative of Bidder (Name & Contact Details):

Verification of essential Points, as per specifications of Transit Accommodation		
1	No. of Bed Rooms (B/R) & Size	
2	Whether Bed rooms have wardrobes	
3	Whether Bed rooms fitted with ACs (minimum 3 star)	
4	Whether Bed rooms attached with Bathrooms	
5	Whether Bath has Geysers (minimum 3 star)	
6	Whether Geyser (minimum 3 star) in Kitchen	
7	Size of Drawing & Dining	
8	Whether Drawing / Dining has A/Cs (minimum 3 star)	
9	No. of dedicated Car Parking	
10	Attendant room with toilet	
11	Sufficient Water Storage Facility	
12	Electrical load bearing capacity	
13	Power Back-Up facility for 24 hour	
14	Total Carpet Area in sq.ft.	
15	Provision for Security Hut	
16	Quality and Year of construction of building	
17	Whether Commercial and Residential building	
18	Provision of CCTV	
19	Provision of Fire Extinguisher & Fire exits	
20	Proper Water & Electricity connection	
21	Proper Ventilation	
22	Disabled Friendly Infrastructure	
23	Proper good working conditioned lifts	
24	Whether connected with Metro/Public Transport	
25	Whether connected with local markets/Shopping malls etc.	
26	Whether connected with Local Dispensary/Health Centres/Hospitals etc.	
27	Whether connected with local Police Station	
28	Accommodation offered should preferably not be more than 10 years old	

Inspection Points with score to assess the Condition / Suitability

Name of the Bidder:

Contact Details:

and Address of Property visited:

Date of Inspection:

In presence of representative of Bidder (Name & Contact Details):

Max Score – 100 Marks

Sr. No.	Parameter	Condition as observed by Inspection Team	Score
A	Condition/Suitability of Accommodation – Max Score –75 Marks (3 Marks each)		
1	Bed Rooms- Size, Shape, Wardrobes, Doors		
2	Drawing / Dining Space- Size, Shape etc		
3	Bath room & Toilets – Size, WC, Tiles, Fittings		
4	Kitchen - Modular, Fittings		
5	Floor Tiles - vitrified, elegant, unpitted		
6	Fixtures & Fittings- Lighting, Fans, AC, Geysers etc.		
7	Lifts & Stairways- capacity, vintage, width		
8	Parking / Garage – dedicated, access		
9	Water Supply – continuous		
10	Electricity Back Up – KVA		
11	Neighborhood - decent, safe		
12	Approach Road – Width, distance from main road		
13	Availability of Markets / Shopping area in the vicinity		
14	Age of property/Accommodation for less than 05 years		
15	CCTV		
16	Fire Extinguisher & Fire exits		
17	Water & Electricity connection		
18	Ventilation		
19	Disabled Friendly Infrastructure		
20	Good working conditioned lifts		
21	Connected with Metro/Public Transport		
22	Connected with local markets/Shopping malls etc.		
23	Connected with Local Dispensary/Health Centers/Hospitals etc.		
24	Connected with local Police Station		
25	Accommodation offered should preferably not be more than 10 years old		
B	Suitability of Location (Max Score – 25 marks)		
26	Suitability of location such as Developed Sector, Closeness to availability of basic amenities, Distance & Availability of Public Transport, Proper Market		
TOTAL SCORE (out of 100)			

Minimum Qualifying Score – 70%

Specifications of Transit Accommodation and Scope of Service/ Work

The tender is to seek proposal for hiring leasing of building / property from original owners / power of attorney holders of properties, approved for residential purposes, in a good locality at Noida, on monthly rent basis. The transit accommodation space having minimum 08 or more bed rooms minimum area of 120 sq. ft each, with attached bath, centralized big drawing room with minimum capacity of 20 persons sitting cum dining, kitchen and attendant's room with separate toilets, Security Provisions and parking space for minimum 3 to 4 cars.

The lease agreement will be for a period of 3 (three) years from the date of hire with a provision for further 02 extensions of 1+1 year each, with mutually agreed terms and conditions. Transit Accommodation should be preferably in developed sectors (as defined from point no 24 to 27 in inspection report, the facilities may be within the radius of 10Km) within the radius of 10 KM from DGH Office and near to the Metro Stations.

A. DGH'S BROAD REQUIREMENT OF HIRED TRANSIT ACCOMMODATION WITH MINIMUM FIXTURES/FITTINGS.

1. Minimum 08 nos. of bedrooms of min. area of 120 sq.ft each., fitted with air conditioners preferably Split AC's (minimum 3 star rated), wall wardrobes, attached bathroom, toilet, Wall Clock. All rooms with electrical fittings including light and fans. All bathrooms fitted with water heater/ geyser (minimum 3 star Geysers). The rooms can be in the same unit or adjacent units.
2. Central sitting cum dining room of approximately 400 sq. ft area fitted with air conditioners preferably Split AC's (minimum 3 star rated), kitchen fitted with water heater (minimum 3 star Geysers) and servant quarter(s).
3. The minimum carpet area should be 2000 sq. ft. below which the accommodation will not be acceptable.
4. Parking area for at least 3 to 4 Cars.
5. Water Connection & Storage Facility for the premise, with 24 hrs availability along with adequate load bearing water pump shall be installed.
6. Electricity connection and Electrical load bearing capacity for general lighting, minimum 08 Air Conditioners / Room Heater / Geysers 09 (nine) for bathrooms /kitchen.
7. Power Back-Up system for 24 hours at least minimum 15 KVA with separate electricity meter. Operation & maintenance, including cost of diesel, operator etc. will be the responsibility of the owner/lessor.
8. Branded RO System at least 20 litre shall be installed in kitchen. Major and preventative maintenance of RO shall be in the scope of contractor.
9. CCTV camera with recording/DVR in all common area.
10. Provision of Fire extinguisher & Fire exits.
11. Provision of Good working conditioned lifts, if any.
12. Provision of proper Ventilation
13. Preferably Disabled Friendly Infrastructure

Note: In case the accommodation is not already fitted with ACs, Geysers, Wardrobes, Modular kitchen, Fans, RO System, Wall Clock, Fire Extinguisher & Fire Exits, CCTV etc. as per the specifications as mentioned above, the bidder should undertake to provide the same within 15 days of Notification of Award (NoA)/ LOA, in the proper working condition. **Otherwise a penalty of Rs. 1000/- per day shall be charged as penalty towards delay in handing over the semi-furnished space.**

B. Terms & Conditions:

1. The Scope of Work as detailed hereunder for providing premises and services mentioned in the Scope of Work. All the jobs, whether specified or not but required for due and smooth operation of the activities in the Transit Accommodations shall be carried out to the entire satisfaction of the Management & Guests and the Service Provider shall solely be responsible for maintenance.
2. The period of Contract shall be of 03 years. However, DGH reserves the right to terminate the Contract pre-maturely at any stage giving notice of 01 Month.
3. Maintenance of major equipment's (like AC, Geysers, Fire extinguisher, CCTV, lights, water pump, electricity meter etc.) and building major maintenance including painting, plumbing, seepage, repair, structure repairing, sewage problem etc.) shall be in the scope of contractor.
4. DGH will do the general maintenance like cleaning, security and minor repair work in the building.

C. Special conditions of contract:

1. Bidder should be owner/ Power of Attorney Holder of the Transit Accommodation offered. **Necessary document of ownership, in the form of attested copy of registration certificate of the property, should be submitted along with the technical bid. Bids from other than owners / Power of Attorney Holders will not be accepted.**
2. Bidder should submit escalation matrix.
3. Bidder shall submit detailed landscaping/floor plan of the offered building along with the technical bid.
4. Bidder should submit undertaking in the technical bid that in the event of award of contract to them, they would provide complete services as per the requirements of entire Scope of work indicated in the tender document, within 15 days' mobilization period from the date of award of work/issue of letter of intent.
5. The rate of hired space shall be quoted on the basis of total rent per month including all statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property, commercial tax, Society charges, building maintenance, Car Parking Charges etc., excluding GST which will be paid extra, if applicable. All such charges, duties, taxes etc. for the premise are to be paid by the registered owner(s) of the property or the power of attorney holder as the case may be at his own cost. DGH will bear the lease rent, water, PNG, Telephone, Internet/ Wi-fi, electricity charges and GST (if applicable), from the date of possession till vacation. No other charges shall be payable by DGH.
6. The Bidder/Contractor undertakes that all the ACs, geysers, power back up system and fans will be maintained by him/her and in case of failure to do so within 48 hours of the intimation to the owner, DGH may get them repaired, at the risk & cost of the owner.

7. The Bidder / Contractor undertakes that the power back up system will be operated & maintained by him / her and in case of failure to do so within 24 hours of the intimation to the owner, DGH may get them operated and / or repaired, at the risk & cost of the owner.
8. By submitting the bid, the bidder will be deemed to have understood and satisfied himself about the nature of service to be rendered and have taken into account all conditions and difficulties that may be encountered during execution of the agreement.
9. The accommodation offered should be semi-furnished with Wardrobes, Air conditioners Geysers etc. and approved for residential use. In case multiple floors are offered, it should be on continuous floors.
10. The premises should be provided with proper boundary wall etc. for safety/security of the residents.
11. If the accommodation offered is in a multi-story building, appropriate provisions for lift should be available.
12. The property offered should be well connected by public transport system; preferably accessible to the metro stations.
13. Adequate and dedicated parking space should be available to park at least 3 to 4 Cars.
14. The accommodation should have provision for 24 hours' electricity supply with back up facility. A separate electric meter should be available for the hired space.
15. The accommodation should have adequate round the clock provision for drinking, non-drinking water and / other utilities.
16. Minimum one telephone connection shall be provided by Contractor.
17. The property offered should either be centrally air conditioned or should have installed ACs in each room and common dining area which are not more than five years old and geysers in all the bath rooms, kitchen, decorative lights, tube lights, fans at all the appropriate places. All the fixtures, AC geysers are to be maintained by the owner of the property.
18. There should be appropriate provisions/arrangements for periodic maintenance (civil/electrical wear & tear etc.) by Contractor of major parts i.e. White wash, AC's, Geyser, Water motor pump, Gas Chimney, Water tank, Sewerage line, Ceiling/Wall Fan, DG Set (Generator) and any other major parts related to building maintenance.
19. DGH shall to ensure to minor periodic maintenance of transit accommodation door lock, door/drawer handles, tap, lights and any other minor repairing work.
20. Periodic pest control provision to be ensured by DGH.
21. The accommodation offered should have adequate security cover and there should be sufficient space for watch and ward staff.
22. In case of damage to the leased property due to any natural calamities, rioting etc., DGH will not undertake to compensate the loss or damage incurred to the owner of the property.
23. If any loss or damage is caused either by the caretaker of the transit accommodation or guests of the DGH either willfully or inadvertently the cost may be recovered from the DGH to the extent of damage or loss only.
24. The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same. **Legal declaration to that effect should be submitted.**
25. Bidder should certify that he undertakes the responsibility of statutory compliances with respect to offered services and will provide copies of approvals if needed by DGH at later

stage; however, at bidding stage bidder will submit approved plan of the accommodation offered along with the Technical Bid.

26. For the carpet area measurement, a certificate from the registered architect or any government authority should be submitted along with the technical bid. The responsibility for payment of all taxes such as property tax, Municipal tax, Service Tax etc. in connection with the property offered shall be of the Owner/Bidder.
27. Possession of the accommodation in the ready-to-move-in condition will be handed over to DGH. The rent would be payable from the date of actual possession of the hired property.
28. Any statutory/legal requirement if required from local bodies for providing the premises for Transit Accommodation shall have to arrange by Bidders.
29. Insurance of all the properties, equipment owns by the bidder and let out to DGH shall be arranged by the bidder.
30. Exclusions: Soft furnishing, Housekeeping, Security, Cooking service for the rented premise shall be taken care by DGH.
31. All fixtures, electrical points, sanitary fittings, firefighting equipment's etc. required for the transit accommodation will be in operational stage at the time of lease/hire.
32. Payment:
 - i) Payments shall be made by DGH against pre-receipt bills as per the lease deed to be executed between DGH and the owner or his/her legal representative.
 - ii) Payment of rent will be made in advance on monthly basis by NEFT/RTGS procedure after deduction of the tax at source (TDS) as applicable from time to time.
 - iii) Invoices should have break-up of GST along with GST registration number (if applicable) clearly mentioned on the invoice.
 - iv) The payments related to P&G, Water bill, Electricity bill, Telephone bill, Wi-Fi bill, shall be paid by DGH directly to vendor on receipt of bills submitted by Contractor.
33. Duration of lease/ contract: The lease/ contract agreement will be for a period of 3 (three) years from the date of hire with a provision for further two (02) extensions of one year each with mutually agreed terms and conditions of bid document. However, DGH reserves the right to terminate the lease/ contract pre-maturely at any stage giving notice of one (01) Month.

34. CHANGE IN LAW

- 34.1 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.
- 34.2 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.

- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 Notwithstanding the provision contained in clause **34.1 to 34.4** above, the DGH shall not bear any liability in respect of:
 - (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-subcontractors and Agents etc.
 - (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - (iii) Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

Annexure-V

PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.01	Rental Charge for the Hired Premise per month for the entire carpet area for First Year	1	month					
1.02	Rental Charge for the Hired Premise per month for the entire carpet area for Second Year	1	month					
1.03	Rental Charge for the Hired Premise per month for the entire carpet area for Third Year	1	month					
1.04	Total Power Back Up Charges for estimated 1000 units/month for the purpose of evaluation for First Year	1000	Unit					
1.05	Total Power Back Up Charges for an estimated 1000 units/month for the purpose of evaluation for Second Year	1000	Unit					
1.06	Total Power Back Up Charges for an estimated 1000 units/month for the purpose of evaluation for Third Year	1000	Unit					
2	Rental Charges per month for the List of Optional Items (call out basis):							
2.01	LED TV (minimum 32" screen size) in all bedrooms, dining and sitting room. (make Sony / Samsung / LG or equivalent)	8	Nos					
2.02	Refrigerator (capacity minimum 250 ltrs.) In kitchen	1	Nos					

2.03	1(one) eight seater dining table with 8(eight) chairs for dining room	1	Nos					
2.04	Sofa set (minimum seating capacity for 6(six) persons), centre table and side table for sitting room	1	Nos					
2.05	Double bed with side table for each bed room	8	Nos					
2.06	Mini refrigerator (capacity minimum 50 ltrs) in each bed room.	8	Nos					
2.07	A set of small tea table with two low chairs for each bed room	8	Nos					
2.08	Luggage and shoe stand for each bed room	8	Nos					
2.09	Dressing table with stool for each bed room	8	Nos					
2.10	Study table with chair for each bed room	8	Nos					
Total in Figures from 1.01 to 1.06								
Quoted Rate in Words								

Note:

1. The rate quoted above includes all statutory levies and taxes both direct & indirect, including without limitation, land, sewage, property, commercial tax, Society charges, building maintenance, Car Parking Charges etc. All such charges, duties, taxes etc. for the premise are to be paid by the registered owner(s)/power of attorney holder of the property at his own cost.
2. DGH will bear the lease rent, water, PNG, Telephone, Internet/Wi-fi, electricity charges and GST (if applicable), from the date of possession till vacation. No other charges shall be payable by DGH.
3. Power back up units/ month mentioned in the Price format/ Schedule are tentative/ indicative.
4. Power back up charges will be paid for actual units consumed at the quoted rates. No other charges shall be payable by DGH.
5. If powers back up rates are not quoted, the offer will be considered as inclusive of power back up charges.
6. A separate meter for power backup units shall be installed at premises.
7. In case the applicability of GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST.
8. **Evaluation of offers will be done on the basis of "Total in Figures for line item 1.01 to 1.06". Rent for optional items mentioned under line item 2 in the price schedule will not be considered for evaluation.**

Signature of Bidder: _____

E-tendering Instructions to Bidders

General:

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

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

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

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

2. Broad outline of activities from Bidders prospective:

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

3. Digital Certificates:

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

4. Registration:

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

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

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

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

6. Offline submissions of some documents:

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

- (I) Power of Attorney (in Original) for authorized signatory of bid.
- (II) Any other document, if specified, in the tender.

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

Note:

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

7. Other Instructions:

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

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

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