



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

(E-Tender Notice)

INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)

Directorate General of Hydrocarbons, Noida invites Competitive Bids for “**EMPANELMENT OF LAW FIRMS**”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender 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 documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

Bids shall be submitted by **30.01.2025 (within 1400 hrs, IST)**

E-Tender No.	Description of Item
Legal-17/6/2024-DGH/C11064/ENQ/239	EMPANELMENT OF LAW FIRMS FOR A PERIOD OF THREE (3) YEARS for DGH, Noida

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.

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

E-TENDER NO: Legal-17/6/2024-DGH/C11064/ENQ/239

TENDER DOCUMENT

FOR

**Empanelment of Law Firms for a period of three (3) Years
for DGH, Noida**



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas, Government of India)

Phone No: (+91)-120-2472000	Office of: DG, DGH
Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA
	Email: mm@dghindia.gov.in

To,
Prospective Bidders

Sub E-Tender for Empanelment of Law Firms for a Period of three (3) years on Open National Competitive Bidding Basis

Dear Sir,

1.0 Open National Competitive Basis tender under two bid system are invited in e-form from prospective Bidders through CPP e-bidding portal at <https://eprocure.gov.in/eprocure/app> for the above said service/work/supply/job, as per **Annexure-III** at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	E-Tender No.	Legal-17/6/2024-DGH/C11064/ENQ/239
2	Brief Description of the Services / Scope of Supply	Empanelment of Law Firms for a Period of three (3) years
3	Type of Bid	Open National E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	30/01/2025 at 1400 hrs. (IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB 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	120 days from bid closing date.
8	Bid Bond/ Earnest Money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only).	Rs. 40,000.00
9	Performance Guarantee Declaration	Bidders to submit declaration (Refer Appendix –5)
10	Eligibility Criteria	As per Annexure-II of Tender document.
11	Prebid Meeting date & Venue	21st January , 2025 at 11:00 am. All interested bidders should send their queries

		<p>along with the details (including email contacts) of their corresponding personnel attending the pre-bid meeting in physical to email id: moreshwar@dghindia.gov.in latest by 1700 Hrs (IST) of 17.01.2025.</p> <p>Meeting Venue - Directorate General of Hydrocarbons, (Under Ministry of Petroleum and Natural Gas), Plot No. 2, Block A, OIDB Bhawan, Sector 73, Noida, Uttar Pradesh 201301</p>
--	--	---

- 2.0** Complete bid document can be downloaded from DGH's web site 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 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** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 4.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 6.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Annexure-I of bid document. List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix 7 of Annexure-I of Bid document.
- 7.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 8.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 9.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions /deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 10.0** Other details and terms/conditions are as per the following **Annexure I-VII**.

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

Thanking you,

HoD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER: - (Please refer to “Technical & Commercial Rejection Criteria 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.

B. THE BIDDING DOCUMENT

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 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 with following Appendices.

Appendix 1: Bid submission proforma.

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

Appendix 3: Proforma Certificate on relatives of DG/Directors of DGH

Appendix 4: Proforma for Changes/Modifications Sought by Bidders.

Appendix 5: Undertaking/Declaration (To be submitted at Company’s letter head)

Appendix 6: Details of team members (Proposed to be engaged by the Law Firm during Empanelment period)

Appendix 7: List of documents to be uploaded/submitted along with techno-commercial bid

ANNEXURE-II: Bid Rejection/Evaluation Criteria

ANNEXURE-III: Scope of Work, Terms & Conditions

ANNEXURE-IV: Price Format/Price Schedule

ANNEXURE-V: E-Bidding Instructions to Bidders

ANNEXURE-VI: Integrity Pact

ANNEXURE-VII: General Conditions of Empanelment

4.2 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.

5.0 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 or through mail (to moreshwar@dghindia.gov.in). Clarifications, if any, shall in no case be sought later than **7 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.

6.0 AMENDMENT OF BID DOCUMENT

6.1 At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

6.2 The Addendum will be hoisted on DGH's website and Gol'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.

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

C. PREPARATION OF BIDS

7.0 SUBMISSION OF BID

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

7.2 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.

7.3 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.

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

- a. Scanned copy of the Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

- b. Tender document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-7.
- d. Duly signed Integrity Pact

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) of the bidder.

7.3.2 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”.

7.4 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.

7.5 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

7.6 Bids shall be submitted in the prescribed bid proforma as per Appendices-1 to 7 of Annexure-I & Price schedule at Annexure-IV. The prescribed proforma at Appendices of Annexure-I, duly filled in and signed should be uploaded intact.

7.7 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number, and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

7.8 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

7.9 The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-7 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

7.10 The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

7.11 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

7.12 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.

7.13 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

7.14 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid.

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

8.1 Advice to bidders for avoiding rejection of their offers:

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

8.2 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.

9.0 BID PRICES

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

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

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

9.4 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation

purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

9.5 Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

9.5.1 Bidders may take note there would be NO customs duty exemption available for business tendered with DGH.

9.6 Income Tax Liability

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

9.7 GST Liability:

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

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

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

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

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

- a) DGH will have no liability to reimburse the difference in 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.

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

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

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

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

10.0 PAYMENT TERMS: As mentioned in Annexure III.

11.0 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, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act.
7. GST Registration Number (wherever 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.

12.0 VAGUE AND INDEFINITE EXPRESSIONS

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The Bid shall be valid for **120 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.

13.2 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.

14.0 TELEFAX/e-MAIL/XEROX/PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

14.1 Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

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

e. SUBMISSION AND OPENING OF BIDS

15.0 SEALING AND MARKING OF BIDS.

15.1 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 reach DGH office before bid closing date and time.

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

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.1 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 7.4 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.**

17.0 LATE BIDS

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

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 No e-bid may be modified after the deadline for submission of bids.

19.0 OPENING OF BIDS

19.1 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.

19.2 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.

19.3 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.

f. EVALUATION OF BIDS

20.0 EVALUATION AND COMPARISON OF BIDS

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

21.0 UNSOLICITED POST TENDER MODIFICATIONS

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

22.0 EXAMINATION OF BID

22.1 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.

22.2 **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.**

23.0 SPECIFICATIONS

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

24.0 PURCHASE PREFERENCE

Not Applicable

g. AWARD OF CONTRACT

25.0 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.

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

26.1 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.

27.0 NOTIFICATION OF AWARD (NOA)

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

27.2 The successful bidder must provide their acceptance to notification for empanelment within 72 hours from notification.

27.3 The notification of award will constitute the formation of the contract for empanelment.

28.0 Bid Security

28.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 28.7. The amount of EMD to be submitted is Indicated in the NIT.

28.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of Bid Security.

- a. Bidder submits the copy of valid registration certificate issued by any of the registration authorities as above or Udyam Registration, as Micro or Small Enterprise.

28.3 Bidders not covered under Para 28.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. However, the bidder paying bid security via NEFT/RTGS/Electronic fund transfer shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

28.4 The Bid Security shall be acceptable in any of the following forms:

- i) Bank Demand Draft/ Banker's Cheque in favour of Directorate General of Hydrocarbons valid for 3 months from its date of issue. Bidder to submit hard copy of DD before bid closing date and time to the DGH office.
- ii) NEFT/RTGS/Electronic fund transfer to account of DGH as per following details:

Directorate General of Hydrocarbons

Account No. 65191279625

IFSC Code SBIN0050203

Bank Name: State Bank of India

Branch address: Shastri Bhawan, New Delhi

The bidder shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security amount to the designated account of DGH, and details of payment thereof with the offer (with

techno-commercial bid in case of two bid system).

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of DGH on or before due date and time of Tender closing. If required, DGH reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of DGH in this regard shall be final and binding on the bidder. In case amount has been credited to DGH's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction atleast 24 hours before bid closing date.

28.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

28.6 Subject to provisions in para 28.2 above, offers without Bid Security will be ignored.

28.7 The Bid Security shall be forfeited by DGH in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. DGH shall be entitled to demand and recover from bidder Liquidated damages amount plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

28.8 The Bid Security of unsuccessful Bidders will be returned on finalisation of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

Note: The bid security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid security was made to DGH.

BID SUBMISSION PROFORMA

Tender No.: Legal-17/6/2024-DGH/C11064/ENQ/239 Bidder's Telegraphic Address :
_____ Telephone No :
_____ FAX NO :

Directorate General of Hydrocarbons .
OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301.

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 **120 days from the date of closing of bid.**
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" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II**, and have thoroughly examined and complied with the "Scope of Work , Terms and Conditions" and "Schedule of Rates" etc. at **Annexure-III & IV**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.
4. I/We have signed the Integrity Pact with the bid for necessary compliances.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

Signature of witness:

Address:

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No.

Date.....

To,

The
Directorate General of Hydrocarbons.
OIDB Bhawan, Tower A, Plot No. 2, Sector – 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.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH**

This has reference to our proposed contract regardingto 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.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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: _____

Designation: _____

Seal of the Bidder:

Dated:

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

Undertakings / Declaration (To be submitted at Company's letter head)

Tender No.: Legal-17/6/2024-DGH/C11064/ENQ/239 for Empanelment of law firms for a period of three (3) years for DGH, Noida

1. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.
2. We hereby undertake that all the documents/ certificates / information submitted by us against the tender are genuine.
3. In the event of empanelment , we hereby agree to keep confidential (i) any data/ information related to the Transaction which is not in public domain and which may have a material effect on the Transaction, and (ii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DGH (and /or it's external consultants and/or Seller). Further, none of the foregoing matters will be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, DGH or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of DGH.
4. We hereby declare and accept that if we fail to provide our acceptance to notification for empanelment within 72 hours from notification and/or for any other non-performance/deficiency in performance related issue during tenure of empanelment, we may be de-empaneled, suspended permanently for a certain period at the discretion of DGH from being eligible to submit their bids for any future contracts with DGH/MoPNG.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

DETAILS OF TEAM MEMBERS (Proposed to be engaged by the Law Firm during Empanelment period)

Sl. No.		Name	Qualification	No. of years of experience in (a) oil and gas industry (b) International & domestic Commercial arbitration
1	Team leader (Partner)			
2	Associate team member			

** Self-Certified copies of CV/ Experience certificate/ Proof of appearance or any other relevant document needs to be submitted in support of Qualification/Work experience of Team Members. (Please refer Para B.1, 2(v) of Annexure II)*

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

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

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

The bidder 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. Duly signed and scanned copy of Certificates/documents in accordance with Bid Rejection/Evaluation Criteria at Annexure-II of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly filled, signed, and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 5 &6) at Annexure-I.
4. 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.

5. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

B. List of Document(s) to be submitted offline in original:

Power of attorney (Sr. No. 4 above) is to be submitted offline in original before tender closing date and time.

BID REJECTION/EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA

B.1 Technical rejection criteria

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

1.0 Bid should be complete covering all the scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outrightly.

2.0 Eligibility and experience of the bidder: -

(i) Average annual turnover of the Bidder in last three Financial Years ending March 31st, 2023 (2020-21,2021-22, 2022-23) should be at least INR 50 Crores.

** For Proof of Annual Turnover any of the following documents /certified photocopy must be furnished:*

- A. *Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.*
- B. *Audited Balance Sheet and Profit & Loss account*

(ii) Should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India.

** Any of the following documents must be furnished in support of above:*

- A. *In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association.*
- B. *In case of Partnership, duly signed and notarized copy of the partnership deed.*
- C. *In case of LLP/Company, copy of Incorporation certificate issued by Registrar of Companies.*

(iii) Must be a registered entity in India having office /branch in Delhi /NCR for last two years (at least) as on the Bid closing date.

** Copy of the certificate issued by Registrar of Companies OR the Registration Certificate issued by Bar Council OR Lease Deed/Utility Bill etc. may be furnished as documentary evidence.*

(iv) Should have advised or appeared in the courts for or on behalf of Central /State Govt Organization/PSUs directly on the issues related to Oil & Gas Sector during the last five years as on Bid closing date.

** Certificate/ Copy of the engagement letter / Work Order /Copy of order of the Court/ Tribunal reflecting name of the Bidder to that effect needs to be submitted as documentary evidence*

(v) Qualification and Experience of the Team members:

	Qualification	Work Experience
Partner	LLM / LLB	Minimum 15 years of experience including at least 5 years of experience in a) Oil & Gas Sector and b). International & domestic commercial arbitration
Associate	LLM / LLB	Minimum 5 years of experience including at least 2 years of experience in a) Oil & Gas Sector and b) International & Domestic commercial arbitration.

** Self-Certified copies of CV/ Experience certificate/ Proof of appearance or any other relevant document needs to be submitted in support of Qualification/Work experience of Team Members*

- (vi) Bidder(s) should not be associated directly or indirectly with rival contractor/agency or any person/entity against MoPNG (Exploration Division) in any disputes pending as on the Bid closing date. Moreover, in the event of Empanelment by DGH, the empaneled law firm shall not take any assignment against MoPNG (Exploration Division) during the entire empanelment period or handling of any matter, as applicable.

**An undertaking in Company's Letter head must be provided by the bidder along with the bid confirming the above.*

B.2 COMMERCIAL REJECTION CRITERIA

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

1.0 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. 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.

2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of Scope of Work and other terms and conditions at **Annexure-III** and Instruction to Bidders at **Annexure-I** by attaching digitally signed tender document.

3.0 Offers of following kinds will be rejected:

- a) Offers which do not confirm unconditional validity of **120 Days** of the bid as indicated in the "Invitation to Bid".

- b) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- c) Offers which do not confirm to DGH's price bid format.
- d) Offers which do not confirm to the contract period indicated in the bid.
- e) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straight away rejected.
- f) Offers not accompanied by copy of PAN Card will be rejected.
- g) 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 debaring them from carrying on business dealings with DGH.
- h) 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.
- i) Non submission of Integrity pact along with the bid, duly signed by the same signatory who signs the bid even after giving an opportunity after opening of techno-commercial bids.

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

C. Price Evaluation Criteria

- (i) DGH intends to empanel **06 law firms** (or as per the qualified bids received whichever is lower)
- (ii) The bidders shall quote the "Blended rate" per hour per person as per Price format.
- (iii) On evaluation of the unpriced bids, the price bids of the techno-commercially acceptable bidders shall be opened. Price Bids will be evaluated based on quoted blended man-hour rate on lowest offer basis (L1). The L2 bidder, L3 bidder and L4 bidder in the order of their original quoted rate shall be asked to match the L-1 price and whosoever matches L-1 price shall be considered for engagement/empanelment at the L-1 rate for a period of 3 years.
- (iv) In case the L2/L3/L4 bidder denies matching L-1 price, the next Lowermost bidder say (L5), and so on, in the order of their original quoted rate shall be asked to match the L-1 rate. Accordingly, the sequential list in the order of their original quoted rate shall be maintained and 06 Law Firms with L-1 price shall be empaneled for 03 years.

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. To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected

SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

A. SCOPE OF WORK

The scope of work for empaneled law firms shall include but not limited to the following:

- a. To draft and file Applications, SLPs, Appeals, Submissions, Counter Affidavits, Rejoinder, finalizing para wise comments/arguments note and appearing/representing before Supreme Court, High Courts, NGT, NCLT, District Court and any other courts/tribunals/forums/Commissions where MOPNG/ DGH is one of the stakeholders/parties and provide legal opinions/consultations thereto.
- b. Providing Legal opinion in respect of issues corporate laws, arbitration, insolvency & liquidation etc.
- c. Legislative drafting (policies/rules/guidelines/advisories).
- d. Contract drafting etc.
- e. Drafting replies to RTI/ grievances etc., wherein legal issues are involved/ legal opinion is required.
- f. Interpretation and analysis of International and Indian laws, rules, guidelines etc. and submission of reports/recommendations thereto.
- g. Any other work relating to cyber domain, as may be assigned.
- h. Assistance in Mediation/Sole Expert/Conciliation proceedings
- i. In respect of domestic or international arbitrations, to prepare various pleadings/submissions for the arbitration proceedings, filing of pleadings, briefing Senior Counsels and provide legal opinions/consultations and all ancillary work relating to arbitration proceedings thereto, whenever required.

DGH retains the right of the final say in the interpretation of the scope of the work. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the requirements analysis phase from the way they are specified in this Tender should not be considered as deviations or extensions to the original process specifications.

B. DURATION OF EMPANELMENT:

The empanelment will be for a period of **three years** extendable on mutual consent at the same rate, terms, and conditions. However, engagement of a law firm may continue in a particular matter, on same rate, terms, and conditions, beyond the empaneled period, considering the importance and requirement for continuation, at the sole discretion of DGH.

C. TEAM MEMBERS:

- (i) At the time of allocation of work a team size would be finalised which will be a Minimum team size of at least One Partner and one Associate. For the purpose of rendering the Services , the law firm must establish a team of two qualified individuals from specialized areas (as mentioned under Clause B.1, Para 2.0 (v) of Annexure II of the tender) within its organization ,out of which one must be a partner and one Associate. The list of Key Personnel as provided by the bidder under Appendix 6 to Annexure - I shall form an integral part of the Contract.
- (ii) Any change to the Key personnel in the team shall have to be carried out in consultation with DGH. Such change shall be of suitable qualified persons, of equivalent or better expertise of core areas, experience & specialty and shall not absolve the consultant from its obligations and Liabilities under the contract.

The law firm shall bear all additional travel and other costs arising out of or incidental to remove or replacement of any of the key personnel(s).

- (iii) Under exceptional cases, DGH may permit the empanelled law firm to engage Key Personnel from outside its organization with prior written approvals. The empanelled law firm shall be solely and exclusively responsible to DGH for all acts of its team of individuals, affiliates, subsidiaries and members firms working on Services under the Contract.
- (iv) If DGH (i) finds that any Key Personnel(s) of the team has committed serious misconduct and/or negligence and/or has been charged with having committed a criminal action, or(ii) has reasonable cause to be dissatisfied with their performance, then the law firm shall, at DGH's written request , forthwith remove such Personnel(s) and replace with personnel(s) having qualification and experience equal to or better than those, initially involved.
- (v) There will also be regular review of performance of the empaneled firms by DGH.

D. METHODOLOGY FOR FINANCIAL EVALUATION:

- (i) DGH intends to empanel 06 law firms (or as per the qualified bids received whichever is lower)
- (ii) The bidders shall quote the "Blended rate" per hour per person. Minimum team size would be One Partner and one Associate.
- (iii) On evaluation of the unpriced bids, the price bids of the techno-commercially acceptable bidders shall be opened. Price Bids will be evaluated based on quoted blended man-hour rate on lowest offer basis (L1). The L2 bidder, L3 bidder and L4 bidder in the order of their original quoted rate shall be asked to match the L-1 price and whosoever matches L-1 price shall be considered for engagement/empanelment at the L-1 rate for a period of 3 years.
- (iv) In case the L2/L3/L4 bidder denies matching L-1 price, the next Lowermost bidder say (L5) and so on in the order of their original quoted rate shall be asked to match the L-1 rate. Accordingly, the sequential list in the order of their original quoted rate shall be maintained and 06 Law Firms with L-1 price shall be empaneled for 03 years.

E. JOB ALLOTMENT METHODOLOGY DURING EMPANELMENT PERIOD:

- (i) Efforts shall be made to award the jobs on the lowest estimate of manhours offered for the specific assignment from amongst the empaneled law firms. However, DGH reserves its right to assign any job/work depending upon the requirements/domain expertise/experience etc.
- (ii) Prior to assigning any work to an empaneled firm(s), the Firms will be asked to confirm that they don't have any potential conflict in connection with the assignment in question.

F. FEES AND TERMS OF PAYMENT:

- (i) Generally, 100% payment of fees shall be made on the completion of the assignments, for short duration of assignment (say within 4 months). However, if the period of the assignment is longer (say more than 4 months), then the law firm can submit monthly invoices subject to execution of certain activity for DGH. The decision of Executive In-charge (EIC), DGH shall be final and binding in this regard.
- (ii) Reasonable out of pocket expenses shall be reimbursed at actuals on production of documentary evidence. The decision of DGH shall be final and binding in this regard.
- (iii) For outstation visits, the payment shall be limited to 8 hours a day. Prior approval of DGH must be taken for all work-related outstation visits.

- (iv) The Fees shall remain firm and fixed during the period of empanelment and shall not be subject to any escalation whatsoever. Further DGH shall not pay any extra charges for any outside professional assistance, if hired by the law firm, except in case(s) where such outside professional assistance has been obtained at the specific written request of DGH.

G. CONFIDENTIALITY

The empanelled law firm(s) must keep confidential (i) any data/ information related to the Transaction which is not in public domain and which may have a material effect on the Transaction, and (ii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DGH (and /or it's external consultants and/or Seller). Further, none of the foregoing matters must be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, DGH or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of DGH.

H. TERMINATION

The Contract may be terminated by DGH at any time by the DGH on giving 07 (seven) days written notice in the event of following:

- (i) Inordinate delay in completion of Services by the Consultant, in spite of repeated reminders or notices by DGH
- (ii) Misrepresentation and submission of false information by the Consultant.
- (iii) Working against the interest of DGH by the Consultant including its affiliates, employees, agents and advisors etc.
- (iv) Disclosure of confidential information to any third party.
- (v) The Consultant becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
- (vi) The established team of Key Personnel is changed by whatsoever reason and the Consultant fails to replace the similar suitable qualified persons of equivalent expertise, experience, and specialty to the satisfaction of DGH.

In the event of such termination, the DGH shall not be liable to pay any cost or damage to the Contractor except for payment of services availed under the Contract up to the date of termination. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

I. GENERAL

In exceptional cases/matters, based on requirement DGH shall reserve the right to separately engage any law firm outside the empaneled list. The decision of DGH shall be final and binding in this regard.

Annexure-IV

Name of Work: EMPANELMENT OF LAW FIRMS FOR A PERIOD OF THREE (3) YEARS for DGH, Noida

Tender No: Legal-17/6/2024-DGH/C11064/ENQ/239

Name of the Bidder/ Bidding Firm/ Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1.01	"Blended rate" per hour per person	1	Hour		0.00	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only

Note - Directorate General Of Hydrocarbon(DGH) has registered himself as Government Entity having fourth letter "G" in PAN no. AAAGD0218A. Being Government Entity, GST has to be borne by Service Recipient for any expense under Reverse Charge Mechanism(RCM) as per Notification no 13/2017. DGH is in exempted categories.

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 perspective:

- 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 digitally signed copy of Tender Documents/ Addendum/Corrigendum.
- (II) 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, OIDB 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:
 - b. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - c. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blueback ground cells. Don't fill in white back ground cells.
 - d. 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.
 - e. 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.

INTEGRITY PACT

INTEGRITY PACT

Between

Directorate General of Hydrocarbons hereinafter referred to as “**The Principal,**”

And

(Name of the bidder) _____ hereinafter referred to as “**The Bidder/ Contractor.**”

Preamble:

The Principal intends to award contract/s for “ENGAGEMENT OF EXPERT SERVICE PROVIDER FOR PREPARING TECHNICAL DOCKET FOR PROMOTION OF OALP BID ROUNDS”, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder/ Contractor

1) The Bidder/ Contractor commits themselves to take all measures necessary to prevent corruption. The Bidder/ Contractor commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder/ Contractor shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

- b. The Bidder/ Contractor shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The Bidder/ Contractor shall not commit any offence under the relevant IPC/PC Act; further, the Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/representative must be in Indian Rupees only.
- e. The Bidder/ Contractor shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- g. The Bidder/ Contractor shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder/Contractor, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action to debar the Bidder/Contractor from participating in the future procurement processes.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like Section 3 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

a. In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- b. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- c. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractor as confidential. They report to the Management of the Principal.
- 3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(For and on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place ----- Date -----

Witness 1: _____

Witness 1: _____

(Name & Address

(Name & Address

GENERAL CONDITIONS OF EMPANELMENT

(Notification of Empanelment will be governed by following applicable general terms & conditions)

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 (As applicable during the award of need based assignments by DGH)

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 WORKS / OPERATIONS:

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

1.12 DRAWINGS: (If Applicable)

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.

1.13 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.

1.14 INSPECTORS: (As Applicable)

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.

1.15 TESTS: (As Applicable)

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.

1.16 FACILITY:

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

1.17 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.

1.18 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

1.19 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.

1.20 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,

1.21 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:

Refer Scope of Work

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

Refer Scope of Work

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 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 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

Refer Scope of Work

7.0 WARRANTY AND REMEDY OF DEFECTS

7.1 Contractor warrants that they shall perform the work in a first class and professional manner and in accordance with the highest degree of quality, efficiency and in conformity with all specifications, standards 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.

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 well 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, OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax: +91 120 2472049.

(b) For reports and payments: HOD (Legal) Directorate General of Hydrocarbons, OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

8.2 CONTRACTOR’S REGISTERED OFFICE AND ADDRESS

..... Fax.....

9.0 DUTIES AND POWER /AUTHORITY:

9.1 NA

9.2 CONTRACTOR’S representative:

- i. The CONTRACTOR’S representative shall have all the powers requisite for the performance of the services.
- ii. He shall liaise with DGH’S representative for the proper co-ordination and timely completion of the services and on any matter pertaining to the service.

10.0 CONTRACT DOCUMENT:

10.1 Governing language:

The governing language for the CONTRACT shall be English.

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.

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

11.2 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.

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 GST 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 GST rules, in original and duplicate, clearly indicating GST Tax registration number, Rate and amount of GST 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 along-with the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount .

11.3 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.

11.4 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 A Claims

CONTRACTOR agrees to pay all claims, taxes (if applicable) and fees for 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.

12.2 B. 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 (If applicable)

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including 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 (If applicable)

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 (If applicable)

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 192 (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 15 (fifteen) days written notice.

Non-performance Remedies: In the event of failure to accomplish the work to the satisfaction of DGH under engagement letter, DGH reserves the right to cancel the engagement letter or a portion thereof by serving prior notice to the bidder and if so desired, engage other firms for availing the same services at the sole risk and cost of bidder.

14.0 PERFORMANCE BOND

Not Applicable

15.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe manner.

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

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.

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 [As APPLICABLE]

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 sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, 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 subcontractors or subcontractor's personnel and

b) loss or damage to:

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or Subcontractors 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 15 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 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.~~

21.6 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 21.4 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.

21.7 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.

21.8 Consequences of termination

21.9.1 Upon termination of the Contract, the Contractor shall return all information/data to DGH. Additionally, any such information/data available on servers or in soft copies shall be deleted.

21.8.2 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.

21.8.3 In case of termination of Contract herein set forth, except under 21.1, 21.2, 21.5 and 21.6, 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.
- (i) 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 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, earthquakes, 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 cancelling 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.

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Any dispute or difference arising out of this contract shall be settled by mutual negotiations. If the dispute or difference cannot be settled by way of negotiations, it will be referred to Arbitration. There shall be three arbitrators, one by each party and the third appointed by the two. The arbitrator shall give reasoned award.

29.2 The arbitrators shall decide by whom the arbitrator's fee as well as cost incurred in arbitration shall be borne.

29.3 All arbitration proceedings shall be conducted in New Delhi / Delhi.

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

Not applicable

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 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
