



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)
C – 139, Sector 63, Noida -201 301, UP, India.

Notice Inviting Tender

This is a Limited Tender Enquiry and only the prospective bidders of known credentials are eligible to participate. All the bidders who are interested to quote need to approach this office on or before 14th May 2010 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

Qualifying Criterion for Tender for Photocopying and Binding Services

- **Only registered and bona fide firms having adequate experience of at least two years in the relevant field of supply of these services to Government Ministries/Departments /Government Organizations /PSUs/Corporate Sector etc. and with a minimum annual turnover of Rs.5,00,000/-(Rupees Five lakhs only) during the last two years in this line of services need only apply.**
- **Documentation to be submitted for certifying the present status of Qualifying Criterion: (i) Copy of Work Orders/Job Orders (ii) Certificate showing Financial standing/Turnover (iii) Certificate Showing Legal Status as a Company, Partnership firm, independent business Concern.**

The Bid document containing details of the services required and other terms and conditions will be issued only to the eligible prospective bidders free of cost by the Office of HOD(MM), Directorate General of Hydrocarbons, C – 139, Sector- 63 Noida - 201301, India (Ph No: 0120-4029400, Fax No: 0120-4029410) on or before 14/05/10 during working hours i.e. 10 am to 5.00pm. Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

FORWARDING LETTER CUM INSTRUCTIONS TO BIDDERS

To

Bid Document No: DGH/MM/ENQ/004
Bid Document Date: 07/05/2010
Bid Closing Date: 24/05/2010
Time: 1400 Hrs
Bid Opening Date: 24/05/2010
Time: 1500 Hrs

Sub: Tender for providing services of Photocopying and Binding Services

Dear Sir,

1. **DGH invites you to submit your lowest price for Photocopying & Binding Services as per General Terms & Conditions vide Annexure – I, Scope of Work enclosed vide Annexure-II, Check List vide Annexure - III and price format vide Annexure-IV, including all attachments thereto.**
2. **Bid Submission: Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing date so as to reach our office at following address before the Bid closing date and time. Any Bid received after the Bid closing date and time will not be considered.**

HOD(MM)
Directorate General of Hydrocarbons
C – 139, Sector- 63
Noida - 201301
3. **Bid Prices & Taxes: Unit prices must be quoted by the bidders, both in words and in figures as per format mentioned in Annexure-IV. Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account. The bidder would fill up the information in the Annexure-III & IV enclosed in clear and legible terms. All duties and taxes payable by the successful 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 and comparison of bids shall be made accordingly.**
4. **Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language.**
5. **Validity : Bids shall remain valid for 60 days after the date of bid opening prescribed by the DGH.**
6. **Bid Security: Not Applicable against this tender.**

7 **Payment Terms: Payment will be made on actual basis on submission of monthly bills. The bills must be supported by details of photocopying done on your machine duly certified by authorised representative of DGH. Payment will be made as per rates quoted in Annexure-IV. Besides these charges no other expenses will be payable to the contractor.**

8. **Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)**

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

- (a) Only registered and bona fide firms having adequate experience of at least two years in the relevant field of supply of these services to Government Ministries/Departments /Government Organizations /PSUs/Corporate Sector etc. and with a minimum annual turnover of Rs.5,00,000/- (Rupees Five lakhs only) during the last two years in this line of services will be considered.**
- (b) Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.**
- (c) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.**
- (d) Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.**
- (e) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.**
- (f) Bidders must quote clearly and strictly in accordance with the “Price Format” of bidding document, otherwise the bid will be summarily rejected.**
- (g) Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –**
 - (i) Performance Guarantee Clause**
 - (ii) Force Majeure Clause**
 - (iii) Tax Liabilities Clause**
 - (iv) Arbitration Clause**

- (v) Liquidated damage cum penalty clause
- (vi) Termination Clause

(h) Bid will be rejected if the bidder gives "NO" to any of the item or gives conditional "Yes" in the Check List (Annexure – III) which is to be submitted along with bid.

(i) The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

(i) Evaluation will be done on total cost basis.

(ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

(j) Documents: Bidder is required to submit following documents duly attested failing which the bid is liable to be rejected.

(a) Copy of Work Orders/Job Orders

(b) Certificate showing Financial standing/Turnover

© Certificate showing Legal Status as a Company, Partnership firm, independent business Concern.

9. 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.

10. DGH's Right To Accept Or Reject Any Bid: DGH reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for DGH's action.

11. Notification of Award:

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

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

Upon the successful Bidder's furnishing of Performance Security pursuant to clause 13.0 DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 6.0 hereinabove.

12. **Signing Of Contract:**

At the same time as DGH notifies the successful Bidder that its Bid has been accepted, DGH will either call the successful bidder for signing of the agreement or send the Contract Form, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

13. **Performance Security: 7.5 % of the estimated contract value for 1st year.**

Within 21 days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per Proforma-B in the form of Bank Guarantee(BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

Failure of the successful Bidder to comply with the requirements of clause 12.0 or 13.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event DGH may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

Yours faithfully,

(KT Varkey)

Sr. Manager (MM). For : Directorate General of Hydrocarbons

General Conditions of Contract

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

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

3. **Commencement and Duration of Contract :** The date on which the mobilisation is complete in all respect is treated as the date of commencement of the contract. The contract shall be valid initially for a period of 2 years from date of commencement, with provision to extend for a further period of one year at the same rates, terms and conditions at the option of DGH, depending upon the performance of the contractor.

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

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

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

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

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

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

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

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

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

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

6. Warranty and Remedy of Defects

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

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

7. Taxes:

All duties and taxes including Service Tax, Corporate Income Taxes and other levies payable by the successful bidder under the Contract are included in the rates, prices and total Bid Price.

8. Insurance:

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

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

(a) Workmen compensation insurance

(b) Employer's Liability Insurance

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

(d) **Contractor's equipment** used for execution of the work hereunder shall have an insurance cover with a suitable limit.

(e) **Public Liability Insurance** as required under Public Liability Insurance Act 1991.

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

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

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

9. Force Majeure:

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

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

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

10. Termination:

10.1 Termination on expiry of the terms (duration): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

10.2 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 9.0 above.

10.3 Termination On Account Of Insolvency: In the event that the Contractor at any time during the term of this Contract, 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.

10.4 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 details the cause of the dissatisfaction. The DGH shall have the option to terminate this Contract 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,

10.5 Termination Due To Change Of Ownership & Assignment: In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the DGH's consent, the DGH may at its absolute discretion, terminate this Contract.

10.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors 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.

10.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 10.1 to 10.6 and in the event of such termination DGH shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination.

10.8 Consequences Of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

11. Settlement Of Disputes And Arbitration:

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

12. Notices:

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

a) For Contractual Matters

HoD (Admn)
Directorate General of Hydrocarbons
C-139, Sector 63
Noida -201 301, INDIA
Tel No. 91-1204029400
Fax No. 91-120-4029410

Email: mm@dghindia.org

c) Contractor

Fax No. :

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

13. Liquidated Damages For Default In Timely Mobilisation:

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

13.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

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

15. Indemnity Agreement:

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

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

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

17. Payment & Invoicing Procedure:

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

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

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

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

17.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause 17.3 above.

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

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

18. Shifting to new Premises. The office of DGH is likely to be shifted from C-169, Sector 63 to new premises at OIDB Bhavan at sector 73, Noida shortly. The contractor will have to shift its equipments & personnel to the new premises at its cost, as and when the office of DGH is shifted.

Directorate General of Hydrocarbons

SCOPE OF WORK

1. The service provider is required to install heavy duty new photocopiers of approved models of reputed brands having all facilities including for set making, back to back photocopying etc. at their own cost in the DGH Office. The initial requirement is for only one such machine. Depending upon the work load and change in Office location(in Noida only) the number of such requirement is likely to change. The service provider shall have to provide the photocopying machine, consumables, copies on branded JK/Century photocopying papers, consumables and other materials required. The DGH shall be responsible for providing the space to keep the photocopying machines and the power supply only. Everything other than this shall be the responsibility of the service provider at their own cost.
2. The service provider shall provide/Operator cum mechanic at their own cost. Service provider will be solely responsible to comply with all the provisions of labour and other Laws/rules, regulations, notifications if applicable in relation to the employment of your personnel.
3. In case of misconduct etc, and report in writing against any of your employee, such employee(s) should be immediately removed from the premises and other employee should be deployed at no extra cost to DGH. Such removed employee will not be deployed again without the express and written consent of Office-in-charge in DGH for the said contract.
4. The machine will be operated from 0930 Hrs to 1830 Hrs from Monday to Friday. In case any machine remains non-functional for 3 working hours, the amount payable will be deducted @ Rs.200/- per three hours per machine.
5. However, on prior intimation, agency will provide services even beyond office hours and Saturdays and Sundays without any extra charge to DGH.
6. The rates shall be firm throughout the contract period i.e. for two years with an option to DGH to extend the same for further period of one year on same rates, terms and conditions, if the performance is found to be satisfactory.
7. Service provider will be responsible for any loss/damage done to fittings; fixtures and equipment etc, due to the negligence of your employee(s) deployed, and shall make good the loss/damage whether by replacement or adequate compensation.
8. Income tax as per the provisions of Indian Income Tax Act, 1961 shall be on your account.
9. In the event of event of change office to new location you need to accept the change of office to new location without any additional cost to DGH.
10. Depending upon the work load and change in Office location (in Noida only) the number of machines required (may vary from 1-3) is likely to change. Service provider has to provide all the machines at same rates.

Check List

Sl. No.	Particulars	YES/NO
1.	Bidder to be 2 (two) years experienced	
2.	The bidder will provide a full time Operator at no extra cost to DGH.	
3.	Bidder agrees to operate the machine from 9.30-18.30 from Monday to Friday	
4.	Bidder agrees to provide heavy duty photocopier purchased after 1.1.2009	
5.	Bidder agrees for fine of Rs. 200/- if the machine is not working for 3 hrs.	
6.	Bidder agrees to depute the operator beyond office timings or on Saturdays & Sunday with prior notice.	
7.	Bidder agrees that rates will be firm for 2 years and agrees that contract can be extended for 1 year at same rates, terms and conditions.	
8.	The photocopying paper will be of J.K/ Century Brand.	
9.	The bidder agrees to accept any change in location of the office in Noida only without any extra cost to DGH.	
10.	Bidder agrees to provide additional machine at same rates, depending upon the workload and as per the requirement of DGH.	
11.	The bidder agrees that if the quality of work is not satisfactory then DGH has the right to deduct 25% of the day's contract amount.	
12.	Bidder agrees that if fails to provide proper and satisfactory services, then DGH reserves the right to get the work done from any other agency at their risk cost.	

PRICE FORMAT

Having examined the various clauses in the Forwarding Letter Cum Instruction to Bidders, the General Conditions of the Contract and the Scope of Work including all attachments thereto in the Bid Document, we the undersigned offer to perform the services in conformity with the said conditions and Scope of Work as per the rates quoted below:

Sl. No.	Activity	Quantity to be Considered for Evaluation	Rates Per Item	Total Rate for Evaluation (DGH use)
1.	A-4	50000		
2.	A-3	20		
3.	Colour Xerox A-4	100		
4.	Colour Xerox A-3	20		
5.	Reduced/ Enlarged	50		
6.	Drawings A0	10		
7.	Drawings A1	10		
8.	Drawings A2	10		
9.	Drawings D/A0	10		
10.	Lamination	20		
11.	Spiral Binding Books	-	-	-
a.	Up to 50 sheets	60		
b.	Up to 100 and more	60		
12.	OHP Colour A4	10		
13.	Enlarged A4 to A3 Colour	10		
14.	Reduced A4 to A3 Colour	10		
	TOTAL			

Note: (i) Rates quoted should be inclusive of all taxes & duties.

(ii) Quantities shown above are indicative only and meant for the purpose of evaluation. Payment to the successful bidder would be on actual basis.

FORM OF BID SECURITY (BANK GUARANTEE)

To,

M/s. Directorate General of Hydrocarbons,
C - 139, Sector 63, Noida -201 301, India.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against Directorate General of Hydrocarbons, C-139, Sector 63, Noida -201 301, India (hereinafter called DGH)'s Bid Document No. DGH/MM/ENQ/..... KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the DGH in the sum of (*) for which payment well and truly to be made to DGH, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2009.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the DGH during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to DGH up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without DGH having to substantiate its demand provided that in its demand DGH will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

FORM OF PERFORMANCE BANK GUARANTEE

To:

**M/s. Directorate General of Hydrocarbons,
C – 139, Sector 63, Noida -201 301, India.**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____