



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)

INVITATION FOR BID
(Indigenous Limited Tender)

Bid Document No.: DGH/MM/ENQ/ 011 / 2010

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for Fabrication, Display & Event Management of Exhibition stall at Petrotech-2010 at Pragati Maidan during 31st October 2010 to 3rd November 2010, under Two Bid System from the known indigenous prospective service providers whose names are as mentioned under :

1. M/s. Moddus Media Pvt Ltd., New Delhi,
2. M/s. Triveni Arts, New Delhi,
3. M/s. Trident Exhibitions Pvt. Ltd, Noida,
4. M/s. Meroform, Noida,
5. M/s. Hansa Events & Activations Services, Mumbai.
6. M/s. Brain India, New Delhi.

However Bid Document may also be issued to those service providers who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should, however, be received (preferably by fax or in person) within 05.07.2010 by the HoD (MM), DGH, C-139, Sector 63, Noida -201 301, (Ph No: 0120-4029400, Fax No: 0120-4029410) to issue the bid document . Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

Please refer to the Criteria given under Clause No. I (A) 1.0 & 2.0 of Bid Rejection Criteria / Bid Evaluation Criteria (Part-2) of the Bid Documents.

Documents to be submitted in support of PQC:

Please refer to the Criteria given under Clause No. I (A) 3.0 of Bid Rejection Criteria / Bid Evaluation Criteria (Part-2) of the Bid Documents.

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

MATERIALS MANAGEMENT
Tel : (91) 120-4029400
Fax : (91) 120-4029410
E-mail: mm@dghindia.org
Website : www.dghindia.org

FORWARDING LETTER

M/s. _____

Serial No. :

BID DOCUMENT NO. DGH/MM/ENQ/011/2010

Subject: Fabrication, Display & Event Management of Exhibition stall at Petrotech-2010 at Prgati Maidan during 31st October 2010 to 3rd November 2010

Dear Sirs,

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

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

- | | |
|-----------------------------------|---|
| (i) Bid Document No.: | DGH/MM/ENQ/ 011/2010 |
| (ii) Type of Bid: | Single Stage-Two Bid |
| (iii) Pre-bid conference: | 12 th July 2010 at 11-00 hrs (IST) |
| (iv) Venue of Pre-Bid Conference: | Directorate General of Hydrocarbons
C – 139, sector 63, Noida – 201 301. |
| (v) Bid Closing date & Time: | 29 th July 2010 at 14-00 hrs.(IST) |

- (vi) Technical Bid Opening date & time: 29th July 2010 at 15-00 hrs.(IST)
- (vii) Commercial Bid Opening Date: Will be intimated to the eligible bidder(s) nearer the time.
- (viii) Bid Submission Place: Bid should be submitted on/or before Bid Closing date & time to:

Directorate General of Hydrocarbons
C-139, Sector 63
Noida -201 301,
UP, India.

- (ix) Bid Opening Place: Office of the HoD (MM)
DGH
C-139, Sector 63, Noida, UP, India
- (x) Bid Security Amount: Rs. 50,000.00
- (xi) Amount of Performance Guarantee: 7.5 % of the contract value.
- (xii) Quantum of Liquidated Damage for Default in Timely Completion: 1/2% of contract cost for per week or part thereof subject to maximum of 7.5 %.
- (xiii) Bids to be addressed to: HoD (MM)
Directorate General of Hydrocarbons
C-139, Sector 63, Noida - 201 301
Uttar Pradesh, INDIA

3.0 Pre-Bid Conference :

3.1 A pre-bid conference will be held on the date and time mentioned above at DGH office at Noida, India to discuss the details of our requirement. All the prospective bidders are requested to attend the pre-bid conference.

3.2 Bidders who have been issued the Bid Documents by DGH only will be allowed to participate (at the most 2 representatives) in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

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

Thanking you,

Yours faithfully,

Sr. Manager (MM)
For Director General of Hydrocarbons

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PART - 1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) Forwarding letter
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Scope of Work/Terms of Reference, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Stand Construction Guidelines (Section- V)
- (i) Proforma of Letter of Authority, (Proforma-A)
- (j) Bid Form, (Proforma-B)
- (k) Statement of Compliance with respect to BRC, (Proforma-C)
- (l) Statement of Non-Compliance (Excepting BRC), (Proforma-D)
- (m) Bid Security Form, (Proforma-E)
- (n) Performance Security Form, (Proforma-F)
- (o) Agreement Form, (Proforma-G)

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

3.0 AMENDMENT OF BID DOCUMENTS:

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

3.2 The Addendum will be hoisted on DGH's website and also will be sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents from DGH. However, all bidders are advised to visit DGH website periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

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

B. PREPARATION OF BIDS

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

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

(A) TECHNICAL BID

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause 10.0.
- (iii) Bid Security furnished in accordance with clause 11.0.
- (iv) Letter of Authority as per Pro forma A.
- (v) Statement of Compliance with respect to BRC as per Proforma- C
- (vi) Statement of Non-compliance as per Proforma- D
- (vii) Copy of commercial bid (Section IV) without indicating prices
- (viii) Any other document as required as per the Bid Document.

(B) COMMERCIAL/PRICE BID

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

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

7.0 PRE-BID CONFERENCE

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

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

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

8.0 PRESENTATION ON TECHNICAL BID : Bidders meeting the qualifying criteria under I (A) of Part 2 (BRC/BEC) will be required to give a power point presentation to the Technical Evaluation Committee of DGH after opening of the Price Bids. The dates for presentation will be intimated to the bidders in due course. All costs associated with this presentation will be

9.0 BID PRICE:

9.1 Unit prices must be quoted by the bidders, both in words and in figures.

9.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

9.3 All duties and taxes including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.4 Service Tax:

9.4.1 The Bidder will have to bear all Service tax liability, as applicable.

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

9.4.3 In the contracts involving multiple services or involving supply of certain goods / materials alongwith the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

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

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

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

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

9.4.6 The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith 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 service tax registration certificate alongwith the first invoice under the contract.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in Part - 2.

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

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

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

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

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

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

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

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

11.8 The Bid Security may be forfeited:

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

(b) If a successful Bidder fails:

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

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 FORMAT AND SIGNING OF BID:

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

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

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

C. SUBMISSION OF BIDS

14.0 SEALING AND MARKING OF BIDS:

14.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in duplicate (one Original and one copy).

14.2 The Bidder shall seal the original and copy of the bid duly marking as "ORIGINAL" and "COPY".

14.3 The cover containing the Technical Bid (Original + copy) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Bid Document No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

14.4 The cover containing the Commercial Bid (Original + copy) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No. 2 Commercial bid
- (ii) Bid Document No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

14.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".

- (i) Bid Document No. _____.
- (ii) Bid closing date _____.
- (iii) Bidder's name _____.

14.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in clause 11.0 should be enclosed with the Technical Bid. The price Schedule should not be put in the envelope containing the Technical Bid.

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

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

14.9 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with Scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.

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

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

18.0 BID OPENING AND EVALUATION:

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

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

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

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

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

18.6 Prior to the detailed evaluation, DGH will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For

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

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

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

19.0 OPENING OF COMMERCIAL/PRICED BIDS:

19.1 DGH will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

19.2 DGH will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

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

21.0 CONTACTING THE DGH:

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

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

D. AWARD OF CONTRACT

22.0 AWARD CRITERIA:

22.1 DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

24.0 NOTIFICATION OF AWARD:

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

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

24.3 Upon the successful Bidder's (for award of job under Part B of the Bid Document) furnishing of Performance Security pursuant to clause 26.0 the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 11.0 hereinabove.

25.0 SIGNING OF CONTRACT:

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

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

26.0 PERFORMANCE SECURITY:

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

26.2 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 Section-I 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.

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

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

26.5 Failure of the successful Bidder to comply with the requirements of clause 25.0 or 26.0 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.

END OF PART - 1

PART - 2

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

I BID REJECTION CRITERIA (BRC):

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) TECHNICAL: The bidder must meet the following criteria:-

1.0 EXPERIENCE :

The Bidder must have experience of having successfully completed Fabrication, Display & Event management of International Events like Petrotech, SPG Conference etc. during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:

- i. Three similar completed works each costing not less than Rs. 9.00 Lakhs or
- ii. Two similar completed works each costing not less than Rs. 11.00 Lakhs or
- iii. One similar completed work costing not less than Rs. 18.00 Lakhs

1.1 In case, the bidder is an Indian company/Indian joint venture company, either the Indian company/Indian joint venture company or its technical collaboration partners should meet the criteria laid down at Para 1.0 above.

1.2 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past are to be submitted along with the technical bid, in support of experience laid down at Para 1.0 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the technical bid.

1.3 In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of consortium should satisfy the minimum experience requirement as per Para 1.0.

- (b) The Leader of consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the technical bid.
- (c) A Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to DGH for any and all obligations and responsibilities arising out of this contract.
- (d) MOU/Agreement concluded by the bidder with technical collaboration/joint venture partner (in case of joint venture/consortium offers), should also be addressed to DGH, clearly stating that the MOU/Agreement is applicable to this Bid Document and shall be binding on them for the contract period. Notwithstanding the responsibility of completion of job under this contract will be that of the main bidder.

2.0 Average annual financial turnover of minimum Rs. 7.00 Lacs during the last 3 years ending on the last day of the last financial year.

3.0 DOCUMENTS: Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under :

- (a) Organization Profile and set-up.
- (b) A certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc.
- (c) Documentary proof in respect of A (1.0) above in the form of copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.
- (d) Write up on similar assignment executed in last 3 years.

B. COMMERCIAL - BID SUBMISSION

1.0 Bids shall be submitted under single stage two bid system, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bids contain the prices. The Technical bid and Commercial Bid shall comprise all the

components as per Clause 5.0 of Part I, failing which the bid will be liable for rejection.

2.0 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.

3.0 Bid security shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.

4.0 Bids received after bid closing date and time will be rejected.

5.0 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.

6.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid may be liable for rejection.

7.0 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.

8.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

9.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

10.0 Any bid containing false statement will be rejected.

11.0 Bidders must quote clearly and strictly in accordance with the "Schedule of Rates" of bidding document, otherwise the bid will be summarily rejected.

12.0 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 Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause

13.0 Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by DGH. The loading so done by the DGH will be final and binding on the bidders.

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

3.0 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC)

1.0 Evaluation of Technical Bids will be made on the basis of following parameters & with weightage shown against each:

Sl. No	Parameter	Weightage
1	Presentation on Technical Bid after Technical Bid opening	20
2	Design & Layout	30
3	Theme & Properties used	30
4	Overall Look & Feel of the set up	20

Technical evaluation Committee (TEC) of DGH will evaluate the bids based on the technical bids received and the presentation made by the bidder. Price Bids of Bidders scoring 70 % or above only will be opened. The decision of the TEC will be final & binding.

2.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents, scoring 70 % or above in the technical evaluation as above 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:

3.0 Evaluation will be done on the basis of total cost including taxes & duties as applicable, as per Price Format vide Section IV.

- 4.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section - IV.

END OF PART - 2

PART - 3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

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

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

2.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 DATE OF COMMENCEMENT OF CONTRACT: As per Section III (Special Terms & Conditions)

2.3 DURATION OF CONTRACT: As per Section III (Special Terms & Conditions).

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

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

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

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

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

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

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

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

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

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

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

2.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida/field site, enroute/local boarding,

lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

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

6.0 WARRANTY AND REMEDY OF DEFECTS

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

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

8.0 TAXES:

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

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

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

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

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

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

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

8.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.

8.9 Service Tax:

8.9.1 The Contractor will have to bear all Service tax liability, as applicable.

9.0 INSURANCE:

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

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

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

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

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

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

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

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

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

10.0 CHANGES:

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

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

11.0 FORCE MAJEURE:

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

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

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

12.0 TERMINATION:

12.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

(b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

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

OR

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

12.2 In the event of termination of contract under Clause 12.1(d) above, Company will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

14.0 NOTICES:

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

Company

a) For Contractual Matters

HoD (MM)
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

b) For Technical Matters

Mr. S. Sengupta, Chief Geologist,
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

E Mail id:
Fax No. :

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

15.0 SUBCONTRACTING / ASSIGNMENT :

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

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep DGH indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

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

18.0 PERFORMANCE SECURITY: 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.

19.0 ASSOCIATION OF DGH'S PERSONNEL: DGH's personnel may be associated with the work if & where required, through out the tenure of the contract. However, the incidental expenses like traveling, boarding / lodging cost etc of DGH personnel will be borne by DGH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner

and provide DGH with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

20.0 LIABILITY:

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

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

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

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

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

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

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

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

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

22.0 INDEMNITY AGREEMENT:

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

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

of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

24.0 PAYMENT & INVOICING PROCEDURE:

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

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

24.3 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.

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

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

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

1) Along with invoice:

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

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- c) Undertaking by the contractor regarding compliance of all statutes.

d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

24.6 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause 24.3 above.

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

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

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

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

indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 APPLICABLE LAW:

This Contract including all matters connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in Delhi. The Contractor including Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

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

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

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

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

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

END OF SECTION - I

&&&&&

SECTION - II
TERMS OF REFERENCE / SCOPE OF WORK

Minimum Scope of Work and Specification for Petrotech 2010 Design Construction for DGH Exhibition Stall of 120 sq.m			
S. No	Particulars	Quantity	Unit
	FLOORING		
1.	Wooden platform 100mm H	120	Sqm
2.	Needle punch carpet of two color	120	Sqm
3.	Backlit skirting 4" high	30	Rmt
	WALLING		
1.	S / S wall in paint finish - 2.4 mH	66	Sqm
2.	S/S curved wall in paint finish - 2.4 mH	15	Sqm
3.	D/S laminated wall in black color - 5 mH 100mm thick	33	Sqm
4.	D/S laminated wall in black color - 3.8 mH 200mm thick with backlit edges	8	Sqm
5.	Glass wall with frame - 2.4 mH	6.5	Sqm
6.	Doors	2	Nos
	SPECIAL CONSTRUCTION		
1.	D/S facia in black laminate finish - 1.2 mH and 100mm thick	6.5	Rmt
2.	Blue glass wall - 10mm thick glass	10	Sqm
3.	Triangular pylon laminate finish - 1.2m, size 3m high	3	Nos
4.	Acrylic light box - 1mX2.4mX0.15m thick	7	Nos
5.	Light box 2mW X 4.8 mH X 0.15m thick with side as cove O/F painted ply and flex print	2	Nos
6.	Scroller light box	2	Nos
7.	Curved rim ceiling 0.6mW X 0.15mH	20	Rmt
8.	Circular trough 4" high for pebbles 1.2m dia	3	Nos
9.	Circular light box 0.3mH X 1.5m dia	2	Nos
10.	Pipes 4" dia to support ceiling and light box	100	Rmt
11.	Reception table curved 2.4 ml and 1 mh	1	Nos
	MEZZANINE STRUCTURE		
1.	Mezzanine structure	24	Sqm
2.	Flooring O/F 18mm ply	24	Sqm
3.	Staircase structure	1	Nos
4.	Railing 0.8m(H)	7	Nos
5.	Doors	2	Nos
6.	Glass door	1	Nos
7.	Laminated flooring	24	Sqm
8.	Backlit pelmet at mezzanine 0.15m thick X 0.15 H	7	Rmt
	FURNITURE		
1.	3 seater sofa	2	Nos
2.	Single seater sofa	12	Nos
3.	Centre glass coffee table	1	Nos

4.	Round coffee table wooden	3	Nos
5.	Side table	1	Nos
6.	Painting	1	Nos
7.	Bar stools	5	Nos
8.	Bar counter	1	Nos
9.	Storage counter	2	Nos
10.	Storage shelves	2	Nos
11.	Brochure stand	4	Nos
12.	Dustbin (steel)	4	Nos
	ELECTRICAL		
1.	150W ceiling recessed metal halide	20	Nos
2.	150W halogen lamps	15	Nos
3.	75W floor recessed metal halide	8	Nos
4.	Fluorescent tube with fittings	2	Nos
5.	Fluorescent tube loose fittings	100	Nos
6.	15 Amp power point	15	Nos
7.	Wall	4	Nos
8.	Red color T5 tubes	10	Nos
9.	Plasma 65"	1	Nos
10.	MCB with wiring	1	L/S
	GRAPHIC		
1.	3D backlit acrylic signage 2.4m X 1.2m	2	Nos
2.	3D backlit acrylic signage 1.4m X 0.7m	1	Nos
3.	Vinyle signage 2.4m X 1m	2	Nos
4.	Vinyle signage 4.3m X 0.15m	2	Nos
5.	Other Vinyle signage's	1	L/S
	DIRECT DIGITAL PRINTS		
1.	Direct digital print for translate 1.0m X 2.4m	8	Nos
2.	Direct digital print on curved wall 2.4 X 6m	2	Nos
3.	Flex print backlit 2m X 4.8m	2	Nos
4.	Poster on sunboard 2m X 1.2m	6	Nos
5.	Poster on sunboard 0.75m X 1.0m	6	Nos
	MANAGEMENT FEE & OTHERS		
1.	Project management + contingencies + transportation		
2.	Presenters / Anchors with uniform	2	Nos
3.	One Plasma screen of 50" and DVD player for continuous screening of film for 5 days	1	No
4.	One Laptop & Projector	1	No
5.	Coffee/tea/soup & other Miscellaneous consumables		
	Period of Exhibition		
	31 st October – 03 rd November 2010.		

Note: (i) Quantity and Dimensions mentioned above are only indicative and may vary with the exact requirement.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 Commencement of Contract : Fabrication should commence from 28th October 2010 or before as per the availability of space at Pragati Maidan. Contractor will be advised nearer the time about the exact date.

2.0 Completion of Fabrication and erection: Fabrication & Erection of the Stall should be completed by morning hours of 30th October 2010.

3.0 Dismantling of the Stall : After the event, the stall should be dismantled and removed by the contractor by the night of 3rd November 2010.

4.0 Payment terms : 100 % payment will be made on successful completion of the work / services.

5.0 Electricity Charges : Electricity requirement at the stall during the period of exhibition will be arranged and paid for by DGH.

END OF SECTION – III

&&&&

SECTION – IV

SCHEDULE OF RATES / PRICE FORMAT

Sl No.	Job Description	Lump sum charges for the entire job & entire period.
1.	Fabrication, Display & Event management of exhibition stall as per the scope of work (Section II) , including dismantling of the stall after the event.	

NOTE:

- 1 **The prices are inclusive of all taxes, levies, duties etc. No other charges will be payable by DGH.**

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

END OF SECTION – IV

PROFORMA LETTER OF AUTHORITY

To,

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

Sir,

Sub: DGH's Bid Document No. DGH/MM/ENQ/011/2010

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

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

BID FORM

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

Sub: Bid document No. DGH/MM/ENQ/011/2010

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2010.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Sub: Bid document No. DGH/MM/ENQ/011/2010

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Sub: Bid document No. DGH/MM/ENQ/011/2010

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Proforma of Bank Guarantee towards Bid Security

Ref. No.....

Bank Guarantee No.....

Dated

To,

Directorate General of Hydrocarbons,.
C-139, Sector 63, Noida -201 301, UP, India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, NOIDA, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at C-139, Sector-63, NOIDA, India (hereinafter called 'DGH' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Rupees (in figures) _____ (Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bid documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Directorate General of Hydrocarbons, C-139, sector 63, Noida -201 301, UP, India, only.
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the Bid.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Directorate General of Hydrocarbons,.
C-139, Sector 63, Noida -201 301, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at C-139, Sector-63, NOIDA, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs. (in figures) _____ (Rupees. (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)
Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

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

1. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

AGREEMENT FORM

This Agreement is made on ___ day of _____ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at C-139, Sector 63, Noida in the State of Uttar Pradesh, hereinafter called the "DGH" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS DGH desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as DGH may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for DGH as per Section-II attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against DGH's Bid document# DGH/MM All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in DGH's bid document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;

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

- 3. In consideration of the payments to be made by DGH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. DGH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Directorate General of Hydrocarbons(DGH)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

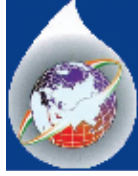
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1.

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PETROTECH-2010



PETROTECH-2010

9th INTERNATIONAL OIL & GAS CONFERENCE AND EXHIBITION
31st October- 3rd November, 2010, New Delhi, India

Global Energy Equilibrium

Stand Construction Guidelines

For Raw Space

For any queries please contact:

Manoj Kumar, Asst. Manager -Admin. & Operations

iTen Media Pvt. Ltd. B-171, Ground Floor, East of Kailash, New Delhi-110065

Tel.: +91 11 46577363 Fax:+91 11 26928611 Mob.+91 9871238544

E-Mail: manoj@itenmedia.in

Organised By



Exhibition Partner



www.petrotech.in

For Raw Space

Definition of Raw Space:

Marked earmarked area with provision of electricity.

ELECTRICAL SUPPLIES & INSTALLATIONS

The electric power supply available in India is as under:

Single / 3 Phase : 230 / 400 volts $\pm 10\%$

Frequency : 50 cps $\pm 3\%$

Petrotech Office's electrical department, responsible for supply of power, will be entrusted with the authority of regulating and controlling the power supply to the exhibition halls and individual stalls. Each stall will be provided with electric power at one or more main points depending on the total load requirement. Exhibitors should use distribution boards for feeding power to their machines. Individual isolation switches should be provided for each machine. Exhibitors should use either armoured cables or metal conduits for connecting power supply to machines.

The work for drawing power from main points to machines / exhibits is to be carried out by the exhibitors, at their own cost. Exhibitors may engage the services of their own personnel or authorised electrical contractors for wiring work inside their stall subject to the condition that they are duly licensed to undertake electrical work. Exhibitors are advised to exercise the highest level of safety precautions for electrical wiring and installations. The service charges of electrical contractor are to be borne by the exhibitors and are payable directly to the contractors.

The exhibitors should connect power to machines and exhibits as per the **requirement given in their space contact form / form 5 (electricity)** Connecting power to the exhibits other than those mentioned in the **electricity requisition form** or more than the specified load or the load allotted by the Petrotech office's electrical department will not be permitted.

Exhibitors must install separate and independent switch connections for their machines / exhibits. Alternate connections or throw-over switches are not allowed. In case power is supplied to the stall from two or more main points, exhibitors must distribute the load as per the capacity of the respective switch boards in consultation with the Petrotech office's electrical department. Exhibitors requiring single-phase power for lighting purpose should carry out necessary wiring from 3 phase outlet through two pole single phase switches if necessary for future distribution. After the electric wiring work is completed, the exhibitor must obtain a completion report from their electricians or contractors engaged by them and file the same with the Petrotech office's electrical department.

Actual connected load for the individual machines/exhibits is to be mentioned in the report. Power will be released only after the wiring work is carried out and on receipt of the completion report.

All the main electric supply points must be kept easily accessible for operation and repairs in the event of an emergency. Main electrical supply points should not be concealed or covered.

Exhibitors are advised to install equipment like voltage stabilizer / UPS equipment for their sophisticated machines / exhibits. If the machines are sensitive to the floor, placement of steel plates underneath is recommended.

ELECTRICITY CHARGES

Organiser has formulated a **flat rate of US\$100 / Rs. 4000 Per/ KW** for overseas and domestic exhibitors respectively of connected load (single and three phase) which will be the basis for charging for power and lighting load during the PETROTECH-2010. These rates are subject to revision.

Under no circumstances exhibitors will be permitted to decrease their electricity requirement. Request for additional electricity load may be considered, subject to availability.

TEMPORARY ELECTRIC SUPPLY

Temporary power supply for erection and testing of machines can be made available from the first day of **construction on extra charges @ Rs 700 or US\$ 20 Per / KW / day. Permanent power will be supplied from 31st October, 2010.**

GUIDELINES : RAW SPACE

1. GENERAL RULES & GUIDELINES FOR DESIGN AND CONSTRUCTION

- 1.1** All height details mentioned in these guidelines, are from the ground level and not from any raised flooring created by the exhibitors.
- 1.2** Exhibitors are responsible for their own stand design and construction. The Organiser would be pleased to offer advice and guidance if required.
- 1.3** The following are strictly prohibited :
 - ◆ Use of electrical flashes, flashguns etc. However, the Fair Architect may allow Neon signs above 2.5 mtrs height, subject to approval.
 - ◆ Cloth Banners.
 - ◆ Stage shows or presentations without prior permission in writing from the Organiser & without a concept note on the proposed show.
 - ◆ Suspending of display items from the Hall ceiling or parts of it.
 - ◆ Storage of any kind, behind the display walls.
- 1.4** The maximum height of the artificial floor should not exceed 15 cms and any other area raised artificially or for display purpose shall be such that it does not obstruct the adjoining stand.
- 1.5** The maximum height of any stand should not exceed 2.5 mtrs unless approved by the Fair Architect.

- 1.6** Height of side partitions will be restricted to 2.5 mtrs from the ground. If there is any difference in the level of partitions of any two adjacent stands, the exhibitor with a bigger height shall finish properly the portion extending above the neighbouring stand.
- 1.7** Any designing element / structure near the common partition wall is not allowed, **leave 1 mtr gap between them.**
- 1.8** Single branding signages up to a maximum surface area of 1 sqm and a maximum of 3.5 mtrs height in stands upto a 500 sqm and a maximum height of 5.0 mtrs (subject to availability) for stands above 500 sqm area, provided they do not obstruct the view / orientation of any other stand.
- 1.9** Height of panel against natural back wall along the periphery of the Hall will be allowed upto 5.0 mtrs subject to availability of Height.
- 1.10** Access must be given to any Fire Exit, Electrical box, Service room etc. falling within the exhibitor's stand area. It is mandatory to leave minimum one opening in the partitions against the natural wall to provide access for electrical fittings etc.
- 1.11** Building of turn- tables / ramps would be permitted after clearance from the Fair Architect. If approved the Height of such a turntable / ramp must not exceed 1.0 mtr. Exhibitors wishing to use turn table / ramps must clearly show th location in their drawings and obtain positive clearance from the Fair Architect failing which they would not be permitted to erect such turn tables / ramps.
- 1.12** Exhibitors may be permitted to raise a Conference / Meeting Room within their area upto 2.5 mtrs height. The area of the meeting room may be up to 20% of the total area booked by the exhibitor. The location of the Conference / Meeting room would require specific clearance by the Fair Architect. However, for stands with all sides open, the conference room shall have clear transparent glass / acrylic without any blinds / curtains above 1.2 mtr Height.
- 1.13** Mezzanine floor maybe permitted to be constructed inside the stands having an area of above 100 Sqms subject to payment of additional space rent and on the following conditions:-
- ◆ Area of mezzanine floor shall not exceed 20% of the stand area subject to a maximum of 100 Sqms
 - ◆ Maximum height of the floor of mezzanine shall not exceed 2.1 mtrs
 - ◆ The railing on the sides of the mezzanine shall be of transparent material in the portion extending beyond 2.5 mtrs height from the ground level.
 - ◆ A structural engineer shall duly certify the stability of the structure of the mezzanine and the organizers shall not be held responsible for any mishap due to the sub-standard design / workmanship / material used while the construction of the mezzanine.
 - ◆ The construction of mezzanine shall be permitted only if, in the opinion of the Fair Architect, it is not obstructing the display / visibility of any adjoining stands.

- ◆ No branding is allowed on and above the mezzanine floor.
- ◆ Only railing of maximum height 1 mtr without any branding is allowed.
- ◆ Meeting rooms on mezzanine floor, if required, should be constructed in the centre leaving 1.5 mtr open area from the periphery.
- ◆ Walls of meeting rooms on mezzanine floor should be see-through.
- ◆ The use of mezzanine floor area shall be subject to payment of 25% of the basic space rentals of Petrotech' 2010 for the area used for mezzanine floor.
- ◆ PS: Mezzanine floor Structural Stability Certificate with technical specifications to be approved by Structural Engineer has to be submitted to iTen Media for approval before commencing the construction.

1.14 Covering of outdoor area beyond the conference area (10% of stand area subject to a maximum of 50 sqms) is not allowed. Exhibitors may cover beyond their conference area only after paying an additional amount of 25% of the space rental for outdoor area for the entire covered space.

1.15 It is necessary that panels erected against outer glass walls in the halls be properly finished on both sides. Exhibitors failing to do so would be penalised Rs. 1000 per running meter. Covering would be done upto 2.5 mtrs height.

1.16 All open or unfinished sides of the exhibit space which may appear unsightly must be covered or the Organiser will have them covered at the Exhibitor's sole expenses @ Rs. 1000 per sqm. Any portion of the Exhibit bordering another Exhibitor's space must have the backside of the portions finished and not carry any identification signs or other marks that could detract from the adjoining exhibit.

1.17 All exhibit floor space must be fully carpeted or covered.

1.18 Woodwork in the Halls is prohibited. Platforms / Panels and other decorations for the interior must be brought in prefabricated condition. Only assembly and finishing will be allowed in the Hall. Spray painting inside the Exhibition halls is strictly prohibited and any exhibitor doing so shall bear the risk of dis-connection of power supply to the stand.

1.19 For Island / 3 side open stalls it is mandatory for exhibitors to design their stands in such a way that there is no obstruction on any of the open sides. This will ensure free movement and give exhibitors a feel of openness and transparency. Exhibitors are not allowed to obstruct the view or adversely affect the displays of other exhibitors. For the meeting room, solid partitions upto 1.2 mtr and see-through glass / clear acrylic partitions for the balance 1.3 mtr on top may be used.

Fair Architect reserves the right to turn down approval for stands with any of the open sides blocked.

- 1.20** No solid partitions will be allowed within 3.0 mtrs from the aisle in stands covering an area of 500 sqm and above.
- 1.21** A maximum of 70% of Stand area may be used for exhibits and the balance 30% must be left free for circulation. The Exhibitors shall not arrange the display of material in a way that would obstruct the passage area.
- 1.22** Natural Pillars falling within stand area may be covered to a height of 2.5 mtrs only. Stands with over 500 sqm area may cover pillars up to a height of 5 mtrs subject to approval and availability of height.
- 1.23** Hall columns, Roof Trusses, Air Conditioning Vents and all other structures of the Hall must not be used as support or be subject to load or stress by the stand structure.
- 1.24** Exhibits over 2.5m Height must not be placed on any raised height.
- 1.25** There is no restriction on height and weight of exhibits on display except imposed by the load bearing capacity of the floor and height of entry doors. The same should be checked with the organiser before finalising large/heavy exhibits for display.
- 1.26** Any presentation / demonstration / exhibit likely to interest groups of 10 or more must be located towards the centre of the stand and clearly shown on stand drawings. If the location of such an exhibit results in blocking of the aisles, the aisle space thus blocked shall be billed to the exhibitor.
- 1.27** It is mandatory for the exhibitors to inform the Organiser if any of their exhibits comply with the followings: -
- ◆ Exhibit configuration is 10 sqms or more
 - ◆ Exhibit exceeds 2.5 mtrs in height or 3 mtrs in length.
 - ◆ Exhibit material exceeds 3 tons.
 - ◆ Exhibit contains liquid fuel / natural gas / propane.
 - ◆ Exhibits requiring water for demonstration purposes.
- 1.28** The Organiser reserves the right to change / alter / remove any exhibit interfering with the aesthetics of the exhibition or hinders the general public in any way.
- 1.29** Grouting is permissible in with prior permission from the ground authorities. Exhibitors are advised to submit relevant drawings for clearance. Any damage to floor or structure, fittings etc. will be charged @ Rs 1000 per hole.
- 1.30** To avoid inconvenience to other exhibitors and to enable the Organiser to complete repair work of passages, cable ducts etc., before the exhibition starts, exhibitors are requested to move in their exhibits within stipulated given time .

1.31 AUDIO VISUAL FILMS, VIDEO WALLS, STAGE SHOWS

For stage events / shows prior permission should be obtained from the organisers.

- ◆ No stage events / shows with heavy sound systems would be allowed during Media Day and Business Visitor Hours. These can be organised during General Visitors hours only. Details of stage events / shows with time duration and intervals, to be submitted to the organisers for approval.
- ◆ The Organiser reserves the right to regulate or restrict exhibits within a reasonable sound level or the sound level of 60 dB peak on sound level meters (ANSI Type 2) on the SLOW meter position at 3 mtrs distance.
- ◆ The sound speakers must not be placed higher than 1.5 mtrs. They must be positioned downward and inward towards the centre of the exhibit booth or display area and may not be pointed towards the aisle. The Organiser reserves the right to restrict exhibitors use of sound and other devices which may interfere with the best interest of the fair environment as a whole.
- ◆ The organiser reserves the right to disconnect the supply of electricity to any exhibitor violating the above guidelines.

2. ELECTRICAL INSTALLATION REGULATIONS

- 2.1** Electrical wiring and installation must be done by Exhibitors through registered professional technicians using proper wiring switches etc. so as to ensure safety. The Organiser shall not be responsible or liable in case of any mishap due to use of sub - standard material or unskilled labour.
- 2.2** All wiring must be carried out in PVC, Elastomeric or other plastic sheathed cables. No exposed means of cable joints will be permitted.
- 2.3** Lamps and appliances with high temperature surfaces should be guarded and used well away from combustible materials.
- 2.4** No light fitting or other appliance may be suspended from the roof of the exhibition hall.
- 2.5** The Organiser reserves the right to disconnect any installation, which in their opinion is dangerous or likely to cause annoyance to visitors or other Exhibitors.
- 2.6** In order to take care of voltage fluctuations, the Exhibitors are advised to fix up constant voltage transformers or insulation Transformer or stabilizers for CNC and other sensitive machines. Exhibitors are encouraged to use MCB wherever necessary. The main supply points and electrical installations in the stand should be easily accessible and should not be concealed.

3. STAND APPROVAL

- 3.1** The decision of the fair architect as regards the approval of the plan shall be final and binding upon exhibitors and the work must be carried out as per the approved drawing only.
- 3.2** Exhibitors must submit 4 copies of the design of the stand clearly detailing the design along with the floor plan for approval, latest by 10th October, 2010. A penalty of Rs. 50,000 will be levied on drawings received after this date. The drawings must also clearly show layout of exhibits, logo details, supporting stand electrical points etc. and clearly indicate wall / panel height, exhibits, meeting rooms etc.
- 3.3** In case any pre-fabrication is done by any Exhibitor before the approval of the design by the fair secretariat, the Exhibitor shall be bound by the changes / modifications advised at the time of approval of the design and to change the said pre-fabricated structure or any other feature so as to adhere to the basic design guidelines.
- 3.4** An exhibitor whose design has been approved by the Fair Architect may only commence erection on or after the due date. No exhibitor shall be allowed to start work on their stands without the prior approval of the plan. The decision of the Fair Architect as regards to the approval of the plan shall be final and binding upon exhibitors and the work must be carried out as per the approved drawing only.
- 3.5** The exhibitors must keep one copy of the approved drawing at the work site.
- 3.6** All displays will be inspected during the set-up days and any exhibitor deviating from the regulations must make modifications as suggested by the Fair Architect on his own expense prior to the show opening.
- 3.7** All exhibitors stand must be completed in all respects by **1000 Hrs on 31st October, 2010.**

For any queries please contact:

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