

Reply of DGH to Bidders Queries on the Scope of work issued for the Tender: MM-12015/8/2017/DGH/C-2880/ENQ/070

Sl. No	Reference	Queries from the Bidder/Vendor	DGH Clarification
Query raised by M/s. KPMG			
01	<p>Identification of global best practices for implementing EOR /IOR methodology/ techniques</p> <p>Support DGH to identify IOR/EOR projects in India and assist in undertaking international learning programs/ facility visits to study best practices</p> <p><i>(Annexure-IV, A-I (e), Page 16 of tender document)</i></p>	As per the scope of work, the consultant is required to support DGH in undertaking the international learning program/ facility visits to study best practices.	Vendor/bidder will aid DGH in identifying key projects/facilities where IOR/EOR schemes are being implemented in India. Also, vendor/bidder may set-up interactions with global experts in IOR/EOR at DGH/ any mutually agreed location within India either on one-to-one basis or over telephone as and when required by DGH.
02	<p>Lump sum Professional Fees for Scope of Work and deliverables in Annexure IV of the tender document.</p> <p><i>(Annexure-VI, Page 22 of tender document)</i></p>	We would request DGH to kindly clarify if the Lumpsum price bid (as per Annexure VI) is inclusive of the out of pocket expenses to be incurred on such facility visits (such as Admin, boarding & lodging, travel, etc.). Given that such cost would depend on the factors that may be uncertain at this time, we recommend that the Lumpsum cost shall be exclusive of OPEs and the OPEs may be reimbursed to selected consultant on actual basis.	<p>Lump-sum Price Bid is exclusive of out of pocket expenses (OPEs) and applicable taxes.</p> <p>OPEs are allowed only for DGH approved facility/faculty visits/visits of eminent geoscientists/industry experts.</p> <p>OPEs incurred by contractor for fulfilling the scope of work of the study will not be approved</p>

Note: The shaded/highlighted text is the approved modification in the Tender Document.

Sl. No.	Reference	Queries from the Bidder/Vendor	DGH Clarification
Query raised by M/s.ICF Consulting India Private Limited			
1.	Bidding Entity	<p>We request you to kindly rectify the name of our organization in your records as “ICF Consulting India Private Limited”. The present tender has been issued to ICF International, which is not a legal entity but was our brand name for the sole purpose to represent ICF as one company. You may please note that our Delhi office operations are carried out under “ICF Consulting India Private Limited” – which is a company incorporated under the Companies Act 1956 and having its Registered Office at 302-307, Third Floor, Ashoka Estate, 24 Barakhamba Road, New Delhi 110 001.</p> <p>Given the aforementioned, please note that we would be submitting a response through ICF Consulting India Private Limited. The certificate of incorporation and the POA for this legal entity would be submitted along with our technical response.</p> <p>We request your concurrence on the above.</p>	Noted and concurred.
2.	Sub-Contracting / Experience of Sub-Contractors	We request you to please confirm if a sub-contractor’s experience / CVs would be considered for technical evaluation.	Bidding firm’s experience will be assessed only.
3.	Annexure II, General Terms and Conditions of Contract; Clause no. 8 – Liability (Page 9 of tender document)	<p>We request you to kindly introduce the following provision under GCC:</p> <p>8.3 - Notwithstanding anything to the contrary contained herein, the maximum cumulative liability of the Contractor under any circumstances shall not exceed the payment made by DGH to the Contractor.</p> <p>The above request is in line with the general industry practice and several contracts signed with Government entities.</p>	<p>Noted. Clause 8.3 is to be read as follows:</p> <p>8.3: Limitation of Liability: Notwithstanding any other provisions, except only in cases of wilful misconduct and /or criminal acts,</p> <p>a. Neither the Contractor nor DGH shall be liable to the other, whether in</p>

Note: The shaded/highlighted text is the approved modification in the Tender Document.

			<p>contract,tort, or otherwise, for any consequential loss or damage, loss of use, loss of production,or loss of profits or interest costs, provided however that this exclusion shall not apply toany obligation of the Contractor to pay Liquidated Damages to the DGH and</p> <p>b. Notwithstanding any other provisions incorporated elsewhere in the contract, theaggregate liability of the Contractor in respect of this contract, whether under theContract, in tort or otherwise, shall not exceed Contract Price, provided however thatthis limitation shall not apply to the cost of repairing or replacing defective equipmentby the Contractor, or to any obligation of the Contractor to indemnify the DGH withrespect to Intellectual Property Rights.</p> <p>c. DGH shall indemnify and keep indemnified Contractor harmless from and againstany and all claims, costs, losses and liabilities in excess of the aggregate liability amountin terms of clause (b) above.</p>
Sl. No.	Reference	Queries from the Bidder/Vendor	DGH Clarification

Note: The shaded/highlighted text is the approved modification in the Tender Document.

Query raised by M/s.ICF Consulting India Private Limited			
4.	Annexure VIII, Compliance Statement and Annexure II, General Terms and Conditions Of Contract; Clause no. 16 – Performance Security (Page 12-13 of tender document)	<p>Please note that under General Terms and Conditions of Contract; Clause no. 16 – Performance Security, it is mentioned that the successful bidder needs to submit a Performance Security within 21 days from the date of issue of LOA, however Annexure VIII, Compliance Statement states that the same needs to be submitted within 7 days of LOA. In addition, although Clause no. 16 of GCC provides an option of a demand draft, the Compliance Statement however only mentions a bank guarantee towards Performance Security.</p> <p>We request you to kindly clarify the number of days within which the successful bidder is required to submit a Performance Security and also if a demand draft can be submitted towards Performance Security.</p>	<p>Successful bidder needs to submit a Performance Security within 21 days from the date of issue of LOA</p> <p>A demand draft can be submitted towards Performance Security valid till contract duration.</p>
5.	General Terms and Conditions of Contract; Clause no. 11 Termination (Page 10-11 of tender document)	<p>We request you to please rectify the following typos under the subject clause:</p> <p>11.2 Termination on account of Force Majeure conditions prevailing:</p> <p>Either party shall have the right to terminate the contract on account of Force Majeure under clause 11.7 10.7 hereinabove.</p> <p>11.10 Notwithstanding any provisions.....clauses from 12.1 to 12.7 11.1 to 11.7 and in the event..... termination.</p>	<p>1. Under clause 11.2 of GCC:Read 10.7 in lieu of 11.7</p> <p>2. Under clause 11.10 of GCC; Read clauses 11.1 to 11.7 in lieu of 12.1 to 12.7</p>
6.	Time Extension	We request you to kindly grant an extension of one week from the current submission date i.e. until 6 th June, 2017	Not agreed. Please ensure timely submission of bids.
Sl. No.	Reference	Queries from the Bidder/Vendor	DGH Clarification

Note: The shaded/highlighted text is the approved modification in the Tender Document.

Query raised by M/s.ICF Consulting India Private Limited			
7	Technical Queries	Are you distinguishing between IOR versus EOR? If so, what are the differences?	It is inferred that bidder has conceptual understanding of IOR/EOR methods.
8	(Annexure-IV, Page 16 of tender document)	Do you want this project to include a review of oil fields in India and an identification of which are the best candidates for EOR? If so, will DGH provide data on the oil fields to be included in the study?	Vendor/bidder will aid DGH in identifying key projects/facilities where IOR/EOR schemes are being implemented in India. Also, vendor/bidder may set-up interactions with global experts in IOR/EOR at DGH/ any mutually agreed location within India either on one-to-one basis or over telephone as and when required by DGH.
9		Are you thinking that any incentive to be provided by India would apply only to the “incremental” production attributable to EOR and not the “base” production that would be expected even without EOR. If so, are you expecting this study to describe a methodology for making this distinction?	Any modality would be based on the inputs available with DGH as and when the draft policy is prepared at later stage.
Sl. No.	Reference	Bidder Clarification/query	DGH Clarification
Queries from Deloitte Touche Tohmatsu India LLP			

Note: The shaded/highlighted text is the approved modification in the Tender Document.

1	Experience in Upstream Oil & Gas Consultancy Study/Assessment (5) - Projects in India with value over Rs. 1 crore in the last 5 years in a single contract (period ending 31.03.2017) <i>(Annexure-V, Clause 9.0 (a) (i), Page 20 of tender document)</i>	The policy formulation is a benchmarking exercise where we are seeking global knowledge and experience in the field of IOR/EOR regime. Hence, we propose that the qualification criteria should not be limited to India specific projects.	Experience in Oil and Gas Consultancy Study/Assessment (5) - Projects in India with value over Rs. 1 crore or Global projects with value over USD 0.5 Million in the last 5 years in a single contract (period ending 31.03.2017)
2	Documentary Evidence in from of Purchase Order or LOA to be provided. <i>(Annexure-V, Clause 9.0 (a) (i), Page 20 of tender document)</i>	Purchase orders/ LOAs are confidential documents and many times the contracts executed with them prohibit us from sharing them or even mentioning the client names. Hence, request you to please allow documentary evidence in the form of aCEO/ Director equivalent certification	Documentary Evidence issued by the authorized signatory of the company to be provided to confirm that projects have been undertaken by the firm.
B (4)	Average annual financial turnover of minimum Rs. 10.00 Crore during the last 3 years (period ending March 31, 2017). <i>(Annexure-VII, Clause B (4), Page 23 of tender document)</i>	The audited accounts for year ending March 2017 are under preparation and not yet available. Hence, request you to please allow submission based on last 3 years audited accounts that are available with the firm.	Average annual financial turnover of minimum Rs. 10.00 Crore during the last 3 years (last 3 years for which audited accounts are available).

Note: The shaded/highlighted text is the approved modification in the Tender Document.

