

Reply of DGH to Bidders Queries against Tender No. MM-12015/8/2017-DGH/C-3144/ENQ/090 for Technical Service Provider to Promote the Exploration Acreage under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy (HELP).

SR. No.	SECTION / CLAUSE NO.	BRIEF STATEMENT/CLAUSE	CLARIFICATIONS SOUGHT	DGH's Reply
Queries from M/s Schlumberger Solutions				
1.	Part-1 ITB, 11.1	Bid Security	There is no sub-clause 10.8. Request Company to please confirm	"Pursuant to sub clause 10.8." stands deleted. Treat this as a corrigendum
2.	Part-1 ITB, 11.3	Bid Security	There is no sub-clause 10.2. Request Company to please confirm	This clause stands deleted. Treat this as a corrigendum
3.	A (1.1.c)	Experience The bidder must have offices <u>or offices of its Affiliates</u> or their representatives or agents abroad to facilitate arranging of Physical Data Rooms at Noida/Delhi, London, Dubai, Houston& Singapore. Necessary documentary proof is to be provided by the bidding company.	The bidding entity may not have offices in all locations. Request Company to include offices of affiliates as bidder may use the office of its affiliate for the scope of work. Also, request Company to confirm what documentary proof will be needed for the affiliate office?	Bidder may use office of affiliates
4.	Part-3 Section-I GCC 1.1	Insert new definition of Affiliates	Affiliate(s)" of a Party means an entity that controls or is controlled by that Party, or an entity that is controlled by the same entity that controls said Party (it being understood that the term "control" as used in this sentence means having the right to decide, directly or indirectly, the manner of exercising more than 50% of the votes in a general meeting of an entity or more than 50% of the votes in a meeting of the executive body of an entity).	Please be guided by relevant definitions

5.	Part-3 Section-I GCC 9.1	Insurance The Contractor shall arrange insurance to cover all <u>its risks under this Contract</u> in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract	Contractor to cover for its risks under the specific contract	Not Agreed. Please be guided by relevant tender conditions.
6.	Part-3 Section-I GCC 9.2 (c), (d), (e), (f)	Insurance	Request Company to delete as this is office based scope of work and these insurances are not applicable for the current scope of work.	Not Agreed. Please be guided by relevant tender conditions.
7.	Part-3 Section-I GCC 9.3	Insurance	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 <u>DGH's</u> account.	Not Agreed. Please be guided by relevant tender conditions.
8.	Part-3 Section-I GCC 10.2	Changes	Any change in the Work and resulting change in the compensation should be mutually agreed between the Parties prior to implementation of such change	Not Agreed. Please be guided by relevant tender conditions.
9.	Part-3 Section-I GCC 15.1		Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). <u>However, Contractor may assign or transfer the contract to any of its Affiliates with prior written notice to DGH.</u> 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	Affiliates can be associated to take advantage of location network and experience for job execution to bring more effectiveness. This is subject to no dilution of the contractor responsibility and this is to ensure better execution only.

10.	Part-3 Section-I GCC 24.8	Set-Off	Replace with: “Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by DGH and set-off against any claim of DGH for payment of sum of money arising out of this contract.”	Not Agreed. Please be guided by relevant tender conditions.
11.	Part-3 Section-I GCC 25	Withholding	Delete sub-clause (g) & (h). This is contrary to the mutual hold harmless principle covered under cl. 20 of GCC. Monies cannot be withheld for such damages	Not Agreed. Please be guided by relevant tender conditions.
12.	Part-3 Section-I GCC 30	Intellectual Property Right	Lines 4-14 Delete “It is agreed by DGH.....end of the Contract.” Scope does not involve any development of IP. Also, the scope does not mention any Deliverables. Request Company to delete as this is not applicable to the current scope of work	Not Agreed. Please be guided by relevant tender conditions.
13.	Part-3, Section-II (i)	Other General Activities and Guidelines	The bidder shall establish offices/ representative / agents in locations of PDRs, if not existing already. <u>Bidder shall have the option to use offices of its Affiliates.</u>	Agreed
14.	Part-3, Section-III Cl. 3		Request Company to delete the request for final report as Scope of Work does not mention delivery of any report.	Agreed. Treat this as a corrigendum
15.	Part-3, Section-III Cl. 4	Security & Safety of Data	DGH shall only provide Contractor with copies of DGH data and agrees that DGH shall retain all originals and/or backup copies of any DGH data provided to Contractor. Risk of loss of DGH data is DGH's while: (i) in the possession of DGH or (ii) in the hands of a common carrier when the DGH data is being delivered to or from Contractor's location. Contractor's liability for loss of all or part of DGH data is limited to cost of reloading the latest	Not agreed. Please be guided by relevant tender conditions.

			available copy of DGH data from DGH's backup copy	
16.	Part-3, Section-III	Insert new clause for "Limitation of Liability"	<p>"Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor, its Affiliates and its and their respective personnel in respect of this contract, whether under Contract, in tort or otherwise shall not exceed 100% of the Contract value.DGH shall indemnify and keep indemnified Contractor, its Affiliates and their respective employees harmless from and against any and all claims, costs, losses and liabilities, in excess of the aggregate liability amount specified above.</p>	Not agreed but for Limitation of liability refer agreed clause No 21(A) stated below in amendments agreed by DGH.
17.	Proforma-F	Bid Bond	<p>Lines 4-6, has floated a tender to undertake the contractual services for carrying out jobs under skilled, semiskilled and unskilled category for the period of three years for <u>Technical Service Provider to Promote the Exploration Acreage under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy (HELP)</u> Also, Bid Bond format will be subject to changes proposed by the bank</p>	Agreed for correction of the job details as per current tender is to be indicated. However no other changes in detailed approved format can be permitted.
18.	Proforma-G	Performance Guarantee	<p>Clause 2, Line 12, insert "or till the expiry date [insert date], whichever is earlier" after "discharged by DGH in writing"</p> <p>Clause 5, Line 4, insert "or till the expiry date [insert date]", after "writing"</p> <p>To avoid open ended PBG, we request Company to please include the proposed text.</p> <p>Also, the format will be subject to any further changes as advised by the bank</p>	Please be guided by the approved format only.

19.	PART 3 /SECTION II Point#1	Contractor is required to prepare block specific projects as per the requirement of DGH for data viewing purpose in interpretation software.	Schlumberger assumes that any data cutting based on the area of interest is out of scope of the project. Please confirm?	DGH will provide the Data package to be loaded in the Block specific Projects.
20.	PART 3 /SECTION IV Point#1	Design of Block Specific projects for both HELP and DSF-II	Can you please tell us the number of block for 1)HELP 2)DSF-II	No. of Blocks will be conveyed at the time of Data handover to the Vendor. However, size of total Data will be restricted to the size mentioned in the Scope of Work.
21.	PART 3 /SECTION II Point#7	The number of days the physical data room will be opened is indicated below, if the number of working days increases / decreases, payment will be made on pro-rata basis.	What will be the start date for DSF II and HELP data rooms? Is DGH envisioning that the HELP and DSF II data rooms will run in parallel or at separate times?	HELP Data Rooms may be opened between Jan 1, 2018 to March 15, 2018 Data Room for DSF-II may be held parallel to HELP subject to MoPNG approval.
22.	Part-2 (A) Technical Experience(1 .1, a)	The bidder must have capability to provide dual monitor PC based workstations with interpretation facilities for physical data room services. They must have the technical know-how to load 2D & 3D seismic and well log data including managing E&P data on workstation with knowledge of system management. <u>Bidder must have completed such type of work for at least five E&P companies or oil & gas directorates in the last five years in India or in any</u>	Schlumberger has loaded 2D & 3D seismic and well log data including managing E&P data under projects such as FDP/consulting services, peer review services, etc. and has provided dual monitor PC based workstations with interpretation facilities for multiple E&P clients. Request DGH to consider these services as the qualifications for the aforesaid bid.	Acceptable. Further, the bidder must have capability to provide interpretation software with services including loading and facilitating data viewing on the provided software in dual monitor based workstation with required professional manpower.

		<p><u>other country.</u> Bidder should provide details of the companies for which they have provided such type of activities. Necessary supporting documents need to be attached along with the bid.</p>		
Queries from M/s Halliburton				
1			<p>Please note Halliburton has provided support services such as loading and viewing of 2D & 3D seismic and well log data including managing E&P data at various client locations in India and on their workstations at client premises through our Interpretation Software. Implementing the solution at clients facility/workstations is more intricate and complex than doing at our own sites on a PC. Our consultants are proficient in performing the activities like data loading/ data-viewing etc and we would be sharing the certificates confirming the implementation of above mentioned support services from the E&P companies across the country. Since the experience we are submitting will be of a more stringent/ technically superior nature we request you to accept the same.</p> <p>Please confirm if our understanding of the BEC is correct and such proof of support services will suffice in meeting the above mentioned BEC.</p>	<p>Acceptable. Further, the bidder must have capability to provide interpretation software with services including loading and facilitating data viewing on the provided software in dual monitor based workstation with required professional manpower</p>