



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas)

OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, India.

Phone: 0120-247 2000, Fax- 247 2049. email- mm@dghindia.gov.in

CORRIGENDUM NO. 2

In respect of Open E-Tender No. E-Tender No. MM-12015/5/2019-DGH/C-4716/ENQ/164 for “Hiring of Knowledge Partner for DGH Noida”, replies of queries raised by the bidders are attached at Annexure-I. **Price Schedule has been revised also.**

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded on DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/> only. Hence, bidders shall view the said websites regularly.

HOD (MM)
For Directorate General of Hydrocarbons

Annexure-I

Sr. No.	Bidder's Name	Reference Clause No./ Page No.	Existing Clause	Query/Request	Comments
1	M/s KPMG	E-Bid and Original documents submission closing Date & Time, pg 3	12/09/2019 at 14-00 hrs. (IST)	Would request you to kindly extend the submission date by a week to 19/09/2019 at 14-00 hrs. (IST)	Bid closing date was extended earlier till 19/09/2019. However, due to system requirement/ constraint, minimum 07 days' time to be given after uploading the revised Price Schedule. Hence, bid closing date should be extended accordingly.
2	M/s KPMG	Annexure-II, General Terms and Conditions of Contract, page 30	"Contractor" means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.	The consortium or external party should only be allowed for ancillary services like legal, as the all other services are core to oil and gas sector and should not be allowed to be sub-contracted for better quality and monitoring.	Bid evaluation criteria doesn't indicate participation of consortium firm/ JV partner in this tender. Hence, no consortium/ JV partner is allowed to participate in this tender. Sub-contracting for portion of service is allowed.
3	M/s KPMG	Special Conditions of Contract, Clause 3.0, page 57	"The contractor should give an undertaking that no data has been retained either in part or in full by him by way of copy or in any other form."	We request you to allow us to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.	Any subsequent use of data/information for professional reasons will be subject to confidentiality and non-disclosure agreement of tender.

4	M/s KPMG	Annexure-III, Clause B.1 Technical Rejection Criteria, page 40	Annual financial turnover of minimum Rs. 10.00 crore during the last 3 years (period ending March 2019). In this regard, bidder should submit a duly certified copy from CA that its annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2016-17, 2017-18 and 2018-19).	We request you to allow submission of turnover certificate for last 3 Financial Years (Period ending March 2018), i.e., FY 2015-16, FY 2016-17 and 2017-18 in case the audited statements for FY 2018-19 are not available.	Bidder may submit the CA Certified provisional audit statements of previous FY (i.e 2018-19) along with annual financial turnover certificate of FY 2015-16, 2016-17 and 2017-18 duly certified by chartered accountant (CA).
5	M/s KPMG	List of the documents to be uploaded/submitted along with technical-commercial bid, page 29	Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	Would request you to please clarify that the word 'director' in this clause refers to Board of Directors or Directors by designation or both.	Bidder has to submit the undertaking as it is. However, Director refers here to Board of Directors.
6	M/s KPMG	Criteria for evaluation of Technical bids, page 42	Parameter: 1. Experience of investment promotion activities for State/Central Govt. and/or Central/State PSUs in Indian Oil & Gas sector a. Experience in conducting Domestic Roadshows in the last 5 financial years b. Experience in conducting International Roadshows in the last 5 financial years Evaluation: No. of projects	We understand the Number asked for under this clause refers to number of Roadshows/Event and not the projects. Further we understand that consultant is required to provide documentary evidence for successful execution of the Roadshows/ Events. Kindly confirm our understanding.	Self-explanatory and no clarification is needed.

7	M/s KPMG	Clause 2 on page 22/9 on page 29/Clause h on page 41/ Clause 3.4.8 on page 50	We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	We request you to kindly limit the reference of term associates to associates in India only.	Bidder has to submit the undertaking as per tender document.
8	M/s KPMG	Criteria for evaluation of Technical bids: Project Team Project Manager, page 44	Professional Experience: Minimum 10 years of experience with at least 5 years as project manager in large Government projects.	Based on our experience on similar engagement with central/state governments we understand a project manager with 7-8 years of experience and relevant project credentials is more suitable for the position. We suggest this criterion should be changed to Minimum 8 Years of experience.	Not Agreed.
9	M/s KPMG	Criteria for evaluation of Technical bids: Project Team Oil and Gas Policy experts, page 45	Professional Experience: Work experience of at least 7 years with 5 years in Oil and Gas sector	Based on our experience on similar engagement with central/state governments we understand a resource 4-5 years of experience with relevant education background and sector experience would be more suitable for the profile. We suggest this criteria should be changed to Minimum 5 Years of experience.	Professional Experience: Minimum 5 years' experience in Oil and Gas sector required. Rest evaluation parameter under clause 5 (e) would remain same as mentioned in the bid document.
10	M/s KPMG	Reference to legal expert on page 53, 54 and 55	Tax expert, Legal expert and investor engagement consultant will be sought on need basis and will be payable as extra on actual deployment period.	Since KPMG does not provide legal services, it would therefore have to engage a reputed legal firm on your behalf to address such parts of the scope of work which require to be addressed from the legal perspective. KPMG would coordinate between such law firm and the DGH. In respect of all legal issues concerning the project, DGH may rely upon the advice provided by the said firm.	The requirement of legal expert was reviewed and is dropped. Correction in Scope of work and Price schedule has been made accordingly.

11	M/s KPMG	C. Evaluation of bids: Selection of the Consultant, pg 45	Quality-cum-Cost Based Selection (QCBS). Technical Score has a weightage of 50% and Financial Score has a weightage of 50%.	<p>The scope of work in tender is fairly rich, deep and multi-dimensional. Thus, it requires multi service capability with fairly deep expertise. The consultancy services of given nature are considered as quality services with high level of complexity.</p> <p>Our experience suggests, job with such complexity level is procured generally through QCBS with technical weightage of 70-80%.</p> <p>Further various government guidelines as referenced below, provide guiding points for procurement of consultancy services.</p> <ul style="list-style-type: none"> • Manual for Procurement of Consultancy & Other Services 2017, Government of India Ministry of Finance Department of Expenditure – Clause 3.9 Quality and Cost Based Selection (QCBS) • Guidance Notes for Selection of Consulting Agencies, Ministry of Electronics & Information Technology, October 2016 – Clause 2.5.1.1 Technical Evaluation Models and Methods. Therefore, we suggest keeping the weightage of technical score at 80% in the QCBS criteria. 	Not agreed.
12	M/s KPMG	Clause 2 on page 22/9 on page 29/Clause h on page 41/ Clause 3.4.8 on page 50	We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	We request you to change to clause as “We declare that neither we, the bidders, directors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.”	Not Agreed. Bidder has to submit the undertaking as per tender document.
13	M/s KPMG	General – Scope of services for legal and tax expert	General – Scope of services for legal and tax expert	We would request you to kindly share details on the scope of work related to requirement of legal and tax expert. Further we understand that legal services would be advisory in nature,	Legal expert requirement from Scope of work is dropped.

				<p>hence the following services would not be part of the scope of services for legal expert:</p> <p>(a) Representation before any statutory, quasi-judicial authority, tribunals or any court of law or arbitrator/conciliators;</p> <p>(b) Drafting of any orders or pleadings such as claim, suit, application, reply, rejoinder, writ petitions etc. (c) Secretarial services and/or filings; and</p> <p>(d) Assistance in seeking/obtaining approvals/ permits and/or statutory filing(s) etc.;</p> <p>Kindly Clarify</p>	
14	M/s E & Y LLP	B.1 (ii c) Page no. 40	Experience of conducting international roadshows in the last 5 years	<p>Consultant should submit proof of completion such as Purchase Order/Work Completion certificate/Invoices.</p> <p>Since many projects could be ongoing due to long term engagement with clients, project contract document mentioning international and/or domestic roadshows in scope of work should be considered as the requisite supporting document for compliance (especially for projects where such completion certificates may not be readily available)</p>	Required documents as mentioned in the respective clause of bid document have to be submitted by the bidder.
15	M/s E & Y LLP	C.i 1.a, 1.b, Page no. 42	Experience in conducting Domestic and International Roadshows in the last 5 financial years	<p>Consideration for cases where both international and domestic roadshows have been organized under same project.</p> <p>As a general practice, many Government agencies organize both international and domestic roadshows to attract domestic as well as international investors. It is suggested that projects wherein both international and domestic roadshows have been organized be considered separately for each category.</p>	agreed

16	M/s E & Y LLP	C2 and D3 Page no. 42,53	Proposed Team / Resource Composition	<p>Consideration to reduce number of Oil & Gas policy experts and add Investor Engagement & EoDB lead to overall resource profile.</p> <p>In line with the scope of work, which envisages significant amount of investor promotion activities, we request reducing full time Oil & Gas policy experts from 2 to 1 and, in place, add 1 full time Investor Engagement & EoDB lead to the overall resource profile – All other resources to remain same. As a result, the max marks for Oil & Gas policy experts to reduce to 4, while 4 max marks to be assigned to Investor Engagement & EoDB lead.</p>	Not agreed.
17	M/s E & Y LLP	Appendix 10, Page no. 47	Resume of the identified team persons in the format enclosed as CV format to this document	CV Format not provided	CV may be submitted in a format highlighting the key work/projects undertaken by the resources in consideration with attributes/ requirement highlighted in the bid document.
18	M/s E & Y LLP	3.0 e, Page no. 53	Fabrication and logistics of Marketing collaterals (brochures/flyers/reports), audio-video films, mobile applications, promotional material. and any digital media/API and other related documents	<p>Clarity on Scope. Given the areas of expertise, the Knowledge Partner would only be responsible for preparation of content for the marketing collaterals, audio-video films, mobile applications, promotional material. and any digital media/API and other related documents.</p> <p>The designing of the documents and preparation of AV films, application etc. would be undertaken by separate agencies competent to carry on the envisaged tasks.</p>	Complete handholding, advise and technical inputs while designing of the documents and preparation of AV films, application etc. which would be undertaken by separate agencies competent to carry on the envisaged tasks. Outsourcing/ subcontracting of said services will be carried out by knowledge partner.

19	M/s E & Y LLP	3.0 g, Page no. 53	Technical assistance for online portals, clearances, single-window mechanism, online E&P contract management across contractual regimes	Clarity on Scope. In line with the competences, the Knowledge Partner would not be responsible for implementation/ preparation of these IT portals for which a separate IT vendor most suited to undertake the task would be engaged by DGH.	Knowledge Partner would ensure the timely implementation/ preparation of IT portals by providing technical inputs and continuous follow-up for improvement of the portal.
20	-	Resource profile C.2 of 4.0 at Annexure-IV (Page no. 55)	Education: Post-Graduate or Engineering in petroleum Professional Experience: <ul style="list-style-type: none"> • Work experience of at least 7 years with 5 years in Oil and Gas sector Project Experience: <ul style="list-style-type: none"> • At least 02 projects in oil and gas sector in India in last 5 years • Work experience in Upstream Oil and Gas industry will be preferred 	-	Education: Post-Graduate or Engineering in petroleum Professional Experience: <ul style="list-style-type: none"> • Work experience of at least 5 years in Oil and Gas sector Project Experience: <ul style="list-style-type: none"> • At least 02 projects in oil and gas sector in India in last 5 years • Work experience in Upstream Oil and Gas industry will be preferred
21	-	Resources Profile D.2 of Annexure-IV (Page no. 55) , Line Item 4.02 of Price schedule of Annexure-V of bid document	Legal Expert Education: LLB/LLM Professional Experience: Experience of at least 10 years with 5 years in Oil and Gas sector legal consulting Qty: 03 Man Month	-	Deleted
22	-	Clause No. 9.3 of Annexure-II	Confidentiality and Non-Disclosure Agreement		Appendix-12 has been added to Annexure-III of bid document.

Appendix-12 of Annexure-III of tender document

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

(To be submitted along with technical e-bid)

This confidential and non-disclosure agreement is executed on _____ day of _____ (hereinafter referred to as _____) having its registered office at _____, which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representative.

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its registered office OADB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida-201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, DGH and _____ have entered into a contract for _____,

WHEREAS _____ will have access to certain proprietary and confidential information, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “confidential Information” means all plans, drawings, tracings of drawings, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, well data, geological or geophysical data, lease information and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.
2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.

3. Each party agrees that it will inform each of its employee who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
 - a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;
 - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
 - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or

- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
6. The foregoing obligations shall expire on the 5th anniversary of the effective date of the Agreement.
7. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of the Government of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of the _____ day of _____

By: _____	Witness: _____
Title: _____	Title: _____
Date: _____	Date: _____

DIRECTORATE GENERAL OF HYDROCARBONS

By: _____	Witness: _____
Title: _____	Title: _____
Date: _____	Date: _____