



## DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

**Corrigendum No. 2 to tender no MM-12015/6/2019-DGH/ENQ-171 for hiring of consultant for benchmarking hit ratio of upstream companies with international E&P players**

**This corrigendum is issued to extend bid closing/opening date, provide DGH's response to pre bid queries and amendment to technical specifications.**

**A: Extension of bid closing/opening date:**

	In lieu of	Revised
Bid Closing Date	09.01.2020	13.01.2020
Bid Opening Date	10.01.2020	14.01.2020

## B: DGH's Response to pre-bid queries

### Queries raised by KPMG:

No.	Clause No. of Bidding Document	Existing clause	Changes/ modifications proposed by the Bidder	KPMG's Remarks	DGH's Response
1	E-Bid and Original documents submission closing Date & Time, Page 2	1400 Hrs (IST) on 09.01.2020.	Would request you to kindly extend the submission date to 15 <sup>th</sup> January 2020 at 14-00 hrs. (IST)	We request you to provide sufficient time post issuance of corrigendum (if any) to incorporate the changes. Also considering the period festive holidays in India and Globally, we request you to kindly extend the date of submission to 15 <sup>th</sup> January 2020	BCD extended till 13.01.2020
2	ANNEXURE-III- BID REJECTION CRITERIA/ BID EVALUATION CRITERIA, C: BID EVALUATION CRITERIA (BEC), 3.0 Technical Evaluation, Parameter, Page 39	<b>1a. Experience of Benchmarking practices for Central or State Government/ National Oil Companies/ PSUs/ International Oil and Gas Companies/ Countries abroad. -</b> Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered	Self-certification on Bidder's letter head duly signed by authorized signatory or the CEO of the bidding firm clearly indicating the following:  a) Name of client b) Topic of assignment c) Brief of work d) Year of Contract e) Value of work executed	<ul style="list-style-type: none"> <li>We have signed a firm Non-Disclosure Agreement with some of our Clients in India as well as Globally</li> <li>As per the guidelines of the NDA we are not allowed to share work order/LOA/Invoice/Copy of contract and Contact details of Client personnel with any external party</li> <li>Hence, we would request you to allow self-certification by authorized signatory/CEO of the Bidder clearly mentioning the above parameters in lieu of LoA/Work order/Invoice/Copy of contract awarded to establish our past similar experience.</li> </ul>	Agreed. Please refer amendment

3	ANNEXURE-III- BID REJECTION CRITERIA/ BID EVALUATION CRITERIA, C: BID EVALUATION CRITERIA (BEC), 3.0 Technical Evaluation, Parameter, Page 39	<p><b>2a. Projects of value greater than Rs. 2 crores undertaken in the Upstream Oil &amp; Gas Sector in India/world in the last 5 years.</b></p> <p>Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered</p>	<p>Self-certification on Bidder's letter head duly signed by authorized signatory or the CEO of the bidding firm clearly indicating the following:</p> <ol style="list-style-type: none"> <li>Name of client</li> <li>Topic of assignment</li> <li>Brief of work</li> <li>Year of Contract</li> <li>Value of work executed</li> </ol>	<ul style="list-style-type: none"> <li>We have signed a firm Non-Disclosure Agreement with some of our Clients in India as well as Globally</li> <li>As per the guidelines of the NDA we are not allowed to share work order/LOA/Invoice/Copy of contract and Contact details of Client personnel with any external party</li> </ul> <p>Hence, we would request you to allow self-certification by authorized signatory/ CEO of the Bidder clearly mentioning the above parameters in lieu of LoA/Work order/ Invoice/ Copy of contract awarded to establish our past similar experience</p>	Agreed. Please refer amendment
4	We noticed that there is no limitation on our liability under the attached RFP.		<p><b>We note that there is no express limitation on our liability under the RFP.</b> - In accordance with standard industry practice, it is suggested that our aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to us.</p>		Please refer amendment

## C: Amendments

S.N.	Reference	Existing Clause/description	Amended/New Clause
1	ANNEXURE-III- BID REJECTION CRITERIA/ BID EVALUATION CRITERIA, C: BID EVALUATION CRITERIA (BEC), 3.0 Technical Evaluation, Parameter	<p><b>1a. Experience of Benchmarking practices for Central or State Government/ National Oil Companies/ PSUs/ International Oil and Gas Companies/ Countries abroad. -</b></p> <p>Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered</p>	<p><b>1a. Experience of Benchmarking practices for Central or State Government/ National Oil Companies/ PSUs/ International Oil and Gas Companies/ Countries abroad. -</b></p> <p>Jobs awarded within last 5 years from the date of original Bid Closing of this tender shall be considered.</p> <p>Bidder may submit Work Order/ LOA/ Invoice/ Copy of Contract/ Self-certification on own letter head duly signed by authorized signatory or the CEO of the bidding firm clearly indicating the following:</p> <ul style="list-style-type: none"> <li>a) Name of client</li> <li>b) Topic of assignment</li> <li>c) Brief of work</li> <li>d) Year of Contract</li> <li>e) Value of work executed</li> </ul>
2	ANNEXURE-III- BID REJECTION CRITERIA/ BID EVALUATION CRITERIA, C: BID EVALUATION CRITERIA (BEC), 3.0 Technical Evaluation, Parameter	<p><b>2a. Projects of value greater than Rs. 2 crores undertaken in the Upstream Oil &amp; Gas Sector in India/world in the last 5 years.</b></p> <p>Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered</p>	<p><b>2a. Projects of value greater than Rs. 2 crores undertaken in the Upstream Oil &amp; Gas Sector in India/world in the last 5 years.</b></p> <p>Jobs awarded within last 5 years from the date of original Bid Closing of this tender shall be considered.</p> <p>Bidder may submit Work Order/ LOA/ Invoice/ Copy of Contract/ Self-certification on own letter head duly signed by authorized signatory or the CEO of the bidding firm clearly indicating the following:</p> <ul style="list-style-type: none"> <li>a) Name of client</li> <li>b) Topic of assignment</li> <li>c) Brief of work</li> <li>d) Year of Contract</li> </ul>

			e) Value of work executed
3	ANNEXURE-II	New clause	<p><b>Limitation of Liability:</b>  Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,  a) Neither the Contractor nor DGH shall be liable to the other, whether in 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 to any obligation of the Contractor to pay Liquidated Damages to the DGH and  b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights.  c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.</p>