



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. 1

In respect of GeM E-Tender No. GeM/2022/B/1862481 for “Hiring of consultants”, amendment to tender clauses and replies of pre-bid queries raised by the bidders, are attached herewith.

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded on DGH’s website www.dghindia.gov.in and National e-Procurement Portal <http://gem.gov.in> . Hence, bidders are advised to visit the said websites regularly.

HOD (MM)
For Directorate General of Hydrocarbons

Amendment to tender clauses (Tender No. GeM/2022/B/1862481)

Sr. No.	Reference Clause/ Page no. of bid document	Tender Clause	Amended clauses	Remark
1	Bid details at Page no. 1/11	Bid End Date/Time – 15-02-2022, 14:00:00	Bid End Date/Time – 28-02-2022, 14:00:00	-
2	Technical Specifications at Page 8/11	Hiring Of Consultants - Technology Consultants; IT Project Management: Proof of Concept (POC) Required: Yes	Hiring Of Consultants - Technology Consultants; IT Project Management: Proof of Concept (POC) Required: No	-
3	Attached Scope of Work at Page no. 2/11	Clause no. 2.1 (k): Support with advisory services on legal and taxation issues as required by DGH and MoPNG from time to time on chargeable basis.	Deleted	-
4	Attachment: Profile of Consultants at Page no. 2/11	Resource at Sr. No. 7 : Oil and Gas analyst 1; Deployment period: 12 months	Not Required and Deleted	Qty. of resource is an integral part of bid creation which cannot be changed at later stage or after publishing the bid. The qty mentioned in the bid is automatically fetched in the financial bid and system calculates the total amount based on the unit rate quoted by the bidder. However, vide this corrigendum, the number of required resources "Oil & Gas Analyst " is reduced to 1(one) from 2(two) in original tender. Since, this can not be modified in BOQ, bidders must quote unit rate equivalent to half of their estimated unit rate for one resource. This will set off/ remove the effect of change in quantity in total evaluation. Though the quantity in the financial offer will appear 2 against this resource, but will be counted as 1 and total evaluated cost against this resource shall be considered as cost for 1 resource for a period of 12 months.
5	Technical Specifications at Page 9/11 and 10/11	Hiring Of Consultants - Technology Consultants; Analytics; Graduate / Post Graduate With Domain Knowledge Expetise; No (2) Position of the Consultant: Oil and Gas Analyst No. of Consultants/ SMEs: 2	Hiring Of Consultants - Technology Consultants; Analytics; Graduate / Post Graduate With Domain Knowledge Expetise; No (1) Position of the Consultant: Oil and Gas Analyst No. of Consultants/ SMEs: 1	

Reply to pre-bid queries against Bid No. GEM/2022/B/1862481 dated 24.01.2022

1. PricewaterhouseCoopers Private Limited

No.	Tender Clause	Clarification sought	Remarks
	Bid End Date/Time Bid End date: 15-02-2022 14:00 Hrs	As we are preparing our bid to represent a comprehensive and competitive proposal for the RFP, we humbly request you to kindly consider the extension of the bid submission date (15.02.2022) by at least one week. This shall enable us to put together a robust proposal truly indicative of our understanding and capabilities towards the assignment.	Bid submission date is extended to 28.02.2022. Time: 1400 hours

2. Ernst & Young LLP

No.	Tender Clause	Clarification sought	Remarks
	Bid End Date/Time Bid End date: 15-02-2022 14:00 Hrs	With reference to above said RFP, we would like to inform you that we are working on this RFP and very much interested to participate. Further, as documentation of this RFP is large, we need few more days for bid submission. Therefore, we request DGH to extend the bid submission date for 7 days from current bid submission date.	Bid submission date is extended to 28.02.2022. Time: 1400 hours

3. Deloitte Touche Tohmatsu India LLP

No.	Tender Clause	Clarification sought	Remarks
1	EMD Reference doc – GeM portal document. The bid document on GeM portal under “Buyer Added Bid Specific Terms and Conditions” mentions that the demand draft should be favour of Directorate General of Hydrocarbons. Same document mentions that the EMD should be in favour of the beneficiary ‘DG -DGH’.	Please clarify the exact name of the beneficiary to be mentioned on the demand draft	The bidder may submit the bid security either in the form of Demand Draft (DD) or EMD/ bid security format as prescribed by GeM. DD should be favour of Directorate General of Hydrocarbons payable at New Delhi.

2	Projects for "Pre-qualifications Criteria" and "Technical Evaluation Reference docs – PQC – DGH pre-qualification criteria and Evaluation of the bid (Annexure – III)	Please clarify if global projects can be submitted to showcase experience stated under "Pre-qualifications Criteria" and "Technical Evaluation" We request you to allow global credentials.	Global projects allowed if the projects are done for 'Corporates in Oil and Gas sector'
3	Under specifications of technology consultant, it has been stated that proof of concept is required. Reference doc – GeM portal document	Please clarify if this is valid. If yes, please state the document to be submitted as supporting.	No Proof of Concept (PoC) is required. Other documents mentioned in the bid document should be submitted.
4	On the GeM portal, a field has been given to upload "Non-Disclosure Agreement". Reference doc – GeM portal document	We understand that NDA is not required at this stage and will be applicable for successful bidder. Please confirm.	NDA is not required at this stage and will be applicable to successful bidder only. Copy of Non-Disclosure Agreement is annexed.
5	On the GeM portal, two fields have been given to upload "Additional Doc 1(requested in ATC)" and "Additional Doc 2 (requested in ATC)". Reference doc – GeM portal document	Please clarify which documents must be submitted against these fields.	Additional space has been given to upload documents sought in the bid document.
6	On the GeM portal, a field has been given to upload the "Approach and Methodology (A&M)" Reference doc – GeM portal document	We understand that A&M is not required to be submitted along with the technical proposal since a separate meeting will be organized for Approach and Methodology presentation. The complete presentation containing the A&M will be submitted post conclusion of the meeting based on which technical evaluation will be conducted. Request you to please confirm.	Bidder is expected to present the 'Approach and Methodology' in executing the scope of work during the technical presentation/evaluation.

7	DGH will reimburse the expenses of approved tour plan of the consultant towards out-of-pocket expenditure Reference doc – clause 3.6 of “Scope of Work and Terms of Contract” Payment towards approved out-of-pocket expenses towards outstation travel and marketing collaterals will be payable extra as per actuals as and when incurred Reference doc – clause 3.13.ii of “Scope of Work and Terms of Contract”	Please clarify what is included under approved tour plan. Please clarify if out-of-pocket expenditure will include stay, food, conveyance and air travel expenses of consultant travelling from base locations to New Delhi/Noida	DGH will provide the approved tour plan along with requisite number of consultants allowed to travel based on which travel arrangements may be made. No travel expenses shall be reimbursed to visit DGH office in Noida/ Delhi.
8	Bid End Date/Time – 15-02-2022 14:00:00	We request that the last date of submission be shifted to 22-02-2022 (Extension of 1 week)	Bid submission date is extended to 28.02.2022. Time: 1400 hours

4. KPMG Advisory Services Private Limited

No.	Tender Clause	Clarification sought	DGH remarks
1	Bid End Date/Time Bid End date: 15-02-2022 14:00 Hrs	Submission of quality bid requires internal reviews and compliances which is taking time due to COVID scenario. In view of the strategic importance of the RFP and the exhaustivity of the credentials sought, we request you to kindly extend the submission date by at least 2 weeks to 01-03-2021, 14:00 hrs. (IST).	Bid submission date is extended to 28.02.2022. Time: 1400 hours
2	Scope of Work 2.1 (k): “Support with advisory services on legal and taxation issues as required by DGH and MoPNG from time to time on chargeable basis”	KPMG does not provide any legal service. Further, as per the Resource Profiles, no position for legal or taxation expert is indicated in the tender. Thus, requesting DGH to delete the Advisory services related to legal and taxation issues from the scope. DGH may separately consider empaneling legal firms for providing legal related service.	deleted
3	Scope of Work 2.2 (b): Assist with various large-scale digitization initiatives at DGH like E&P Performance Monitoring and KPI	We understand that KPMG team needs to just identify the KPIs required. KPIs dashboard development will be done by DGH IT team/ DGH IT vendor. Although KPMG team will	Development of IT programs shall be done by DGH IT team/ DGH IT vendor.

	tracking through interactive Analytics Dashboard	coordinate with the DGH and development team for the implementation.	
4	Scope of Work 2.2 (I): Assist DGH IT team in designing, developing, testing and deployment of applications, business continuity planning by guiding them on backup policies, DR setup, scheduled audits etc. and create flexible and scalable design framework related to various applications and module development.	We understand that KPMG team will perform a functional role here to create the business requirements by stakeholder consultation. The implementation of portals/applications will be done by DGH IT team/ DGH IT vendor. Although KPMG team will assist in designing and testing of the applications as per the user requirements.	Development of IT programs shall be done by DGH IT team/ DGH IT vendor.
5	Scope of Work 3.1: Resources shall be provided an option to work in a hybrid mode, i.e. both online as well as physical presence. In case of online mode, resources deployed on full-time need to be present physically at DGH office, Noida at least two days in a week.	We understand that it is the choice of successful bidder to choose the way of project execution. Physical mode: whole team will be sitting at DGH Noida office. Online mode: only 2 days per week team will come to DGH Noida office and rest days will work from home. Also, if required by DGH the resources may be required to work full time at DGH office as well.	Correct.
6	Scope of Work 3.6: DGH will reimburse the expenses of approved tour plan of the consultant towards out-of-pocket expenditure	Could you please clarify the approved tour plan?	DGH will provide the approved tour plan along with requisite number of consultants allowed to travel based on which travel arrangements may be made.
7	Resource Profile (Annexure-I)	For each profile specific qualification and experience has been asked but there are no technical marks assigned as per the bid evaluation criteria. It is requested to assign marks weightage to the resources profiles as part of evaluation criteria to ensure the quality of resources proposed by the bidders.	Not agreed.

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT
(To be signed with successful bidder only)

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 OIDB 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: _____
Title: _____
Date: _____

Witness: _____
Title: _____
Date: _____

DIRECTORATE GENERAL OF HYDROCARBONS

By: _____
Title: _____
Date: _____

Witness: _____
Title: _____
Date: _____