**Bid Corrigendum**

GEM/2024/B/4675043-C9

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

## Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

4. Buyer Added text based ATC clauses

   1. Bidder shall submit the following documents along with their bid :

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque


   2. The bidders should categorically confirm their eligibility for seeking purchase preference benefits under:

   (i)   Public Procurement Policy for Micro and Small Enterprises Order,   2012  **OR**
   (ii)  Public Procurement (Preference to Make in India) Order, 2017  **OR**
   (iii)  both (i) & (ii) above,
    along with supporting documents at the time of bidding.


   **Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017:**


   The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchas

e preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 including subsequent amendments (if any)

3.     Provisions such as seeking support from another company or bidding through consortium arrangements, wherever allowed in the tender document shall be available to all interested bidders including MSEs. However, in case of submission of bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In case of consortium bids, all the members of the Consortium including the leader of the Consortium should be eligible MSEs.

4.  **Preference to Make in India:**
Purchase preference as notified under Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT, as amended from time to time and its subsequent orders/ Notifications issued by concerned Nodal Ministry shall be applicable in this tender. Bidders are advised to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

5.   In case of any contradiction between the conditions stipulated in the document titled "Request for Proposal" (uploaded under Scope of Work), "General Terms and Conditions" and "Service Level Agreement" of this bid, the conditions specified in document titled "Request for Proposal" (uploaded under Scope of Work), shall supersede the conditions stipulated in "General Terms and Conditions/Service Level Agreement".

6.  ==**Bidders are advised to refer "Corrigendum no. 5" attached under "Buyer Added Bid Specific ATC Document" , before submitting their bid.**==

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5.  Buyer uploaded ATC document Click here to view the file.

# Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1.  Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2.  Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3.  Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4.  Creating BoQ bid for single item.
5.  Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6.  Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7.  Floating / creation of work contracts as Custom Bids in Services.
8.  Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions

**Corrigendum No. 5 to GeM Tender No. GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform"**

In respect of GeM E-Tender No. GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform", replies to pre-bid queries raised by the bidders, amendment to tender clauses, and amended RFP document are attached herewith.

The bid closing/opening date has been extended as under:

|  | In lieu of | Revised |
|---|---|---|
| Bid Closing Date | 03.07.2024 (15:00) | 18.07.2024 (15:00) |
| Bid Opening Date | 03.07.2024 (15:30) | 18.07.2024 (15:30) |

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded in GeM portal *http://gem.gov.in.*, DGH Website *https://dghindia.gov.in* and DIC website *https://dic.gov.in*. Hence, bidders are advised to visit the said websites regularly.

**HOD (MM)**
**For Directorate General of Hydrocarbons**

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| **Directorate General of Hydrocarbons** |
| **(Under Ministry of Petroleum & Natural Gas)** |
| **Government of India (GoI)** |
| **Amended tender clause(s) with reference (Amendment no. 1)** |
| (Request for Proposal for Upgradation of National Data Repository of DGH on Cloud Platform) |
| **Tender No: GEM/2024/B/4675043** |
| **Plot No. 2, Tower A, OIDB Bhawan, Sector 73, Noida, Uttar Pradesh 201301 .** |

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| 1. | 11 | 1.1 | Abbreviations | New Addition | DDMS - DDMS (Drilling Data Management System) is an in-house developed web-based application with Oracle as backend database for drilling data (Drilling daily progress report, Monthly report etc). |
| 2. | 19 | 4.1 | About DGH National Data Repository | (a) Details of Application Software with perpetual licences<br><br>• Petro bank package for 9 users includes – MDS Base, Post Stack Seismic, Pre-Stack Seismic, Well Log, Prod Server, Arch Server, Power Explorer, TWS, Recall ProSource and ProSource Web Components, Version 5000.8.3.12, OEM: Landmark Halliburton<br><br>• Troika Midi (3.4.2), Minima 2D (3.4.1), Minima 3D (3.4.1), Magma (5.6.0) – 01 Suite, OEM: Troika International.<br><br>• Microfocus Data Protector Version: A.11.00, OEM: MicroFocus. | (a) Details of Application Software with perpetual licences<br><br>• Petro bank package for 9 users includes – MDS Base, Post Stack Seismic, Pre-Stack Seismic, Well Log, Prod Server, Arch Server, Power Explorer, TWS, Recall Version 5000.8.3.12, OEM: Landmark Halliburton<br><br>• Troika Midi (3.4.2), Minima 2D (3.4.1), Minima 3D (3.4.1), Magma (5.6.0) – 01 Suite, OEM: Troika International.<br><br>• Microfocus Data Protector Version: A.11.00, OEM: MicroFocus. |
| 3. | 33 | 6.2.1 | Table -4 Pre-Qualification Criteria (PQC) | 1.0 Documentary evidence in support of these shall be submitted in the form of:<br><br>(b) In cases where the bidder is a parent Or Ultimate Parent Or Subsidiary Or Co-Subsidiary of any tier of the same Group Company: Documentary evidence regarding Existence of relationship between the Bidder and the OEM in the form of copies of Memorandum of Association/Article of Association/ Article of Incorporation/ Declaration by Authorised representative of the company (viz. Company Secretary) certified issued by the practising Chartered /Cost Accountant Firm with membership number. | 1.0 Documentary evidence in support of these shall be submitted in the form of:<br><br>(b) In cases where the bidder is a parent Or Ultimate Parent Or Subsidiary Or Co-Subsidiary of any tier of the same Group Company: Documentary evidence regarding Existence of relationship between the Bidder and the OEM in the form of copies of Memorandum of Association/Article of Association/ Article of Incorporation/ Declaration by Authorised representative of the company (viz. Company Secretary)/ certificate issued by the practising Chartered Accountant with membership number |

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| 4. | 36 | 6.2.1 | Table -4 Pre-Qualification Criteria (PQC) | 2.6 Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered/Cost Accountant Firm, with membership number, regarding existence of such a relationship between the Borrowing Company and the Supporting Company. | 2.6 (a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number, regarding existence of such a relationship between the Borrowing Company and the Supporting Company. |
| 5. | 40 | 6.2.1 | Table -4 Pre-Qualification Criteria (PQC) | 2.11(f) The bid security shall be in the name of the leader of the consortium on behalf of consortium. | 2.11(f) The bid security declaration shall be in the name of the leader of the consortium on behalf of consortium. |
| 6. | 42 | 6.2.1 | Table 4 Pre-Qualification Criteria (PQC), | 6.0 **Financial eligibility criteria:**<br><br>For Proof of Annual Turnover & Net worth any of the following documents /photocopy must be furnished.<br>a) A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth **(Form PQ6).** | 6.0 **Financial eligibility criteria:**<br><br>For Proof of Annual Turnover & Net worth the following documents /photocopy must be furnished.<br>a) A Certificate issued by the Statutory Auditor/ Practising Chartered Accountant (not necessarily a statutory auditor) certifying the Annual Turnover and Net worth **(Form PQ6).** |
| 7. | 45 | 6.2.1 | Table -4 Pre-Qualification Criteria (PQC) | 7 (a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered/Cost Accountant Firm, with membership number, regarding existence of such a relationship between the bidder and the Parent / ultimate parent. | 7 (a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary/ certificate issued by a practicing Chartered Accountant, with membership number, regarding existence of such a relationship between the bidder and the Parent / ultimate parent. |
| 8. | 47 | 6.2.2 | Table -5 | Document required against Point2: | Document required against Point 2:<br><br>Client Certification |

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| | | | Technical Evaluation Criteria | Client Certification along with Contract Copy/ Work order Copy | OR<br>Contract copy/ work order copy along with completion certificate |
| 9. | 47 | 6.2.2 | Table -5 Technical Evaluation Criteria | Document required against Point 3:<br><br>Client Certification along with Contract Copy/ Work order Copy | Document required against Point 3:<br><br>Client Certification<br>OR<br>Contract copy/ work order copy along with completion certificate |
| 10. | 47 | 6.2.2 | Table -5 Technical Evaluation Criteria | Document required against Point 4:<br><br>Contract/work order copy along with supporting documents for ongoing works.<br><br>Client Certification along with Contact/Work order copy, for completed works. | Document required against Point 4:<br><br>1. For ongoing projects:<br>Client Certification<br>OR<br>Contract copy/ work order copy along with any other document from client which substantiates ongoing work.<br><br><br>2. For completed projects:<br>Client Certification<br>OR<br>Contract copy/ work order copy along with completion certificate. |
| 11. | 48 | 6.2.2 | Table – 5: Technical Qualification Criteria (TQC) | (6) Developed on OSDU compatible platform | (6) Should have the capability to transfer data into OSDU compatible format. |
| 12. | 48 | 6.2.2 | Table – 5: Technical Qualification Criteria (TQC) | 7. Includes AI/ML tool for Seismic and Well data analytics and data insights | 7. Includes AI/ML based capabilities for Seismic and Well data analytics and data insights. |

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| 13. | 49 | 6.2.2 | Note-Table – 5: Technical Qualification Criteria (TQC) | (a) Credentials of Bidder's Parent or Ultimate Parent OR Subsidiary OR Co-subsidiary of any tier of same Group Company may also be considered subject to documentary evidence being submitted by the bidder regarding existence of such a relationship between the Bidder and the concerned company in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered/Cost Accountant Firm, with membership number, is submitted. | (a) Credentials of Bidder's Parent or Ultimate Parent OR Subsidiary OR Co-subsidiary of any tier of same Group Company may also be considered subject to documentary evidence being submitted by the bidder regarding existence of such a relationship between the Bidder and the concerned company in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number, is submitted. |
| 14. | 49 | 6.2.2 | Note-Table – 5: Technical Qualification Criteria (TQC) | (Additional Note) | (e) In case the Bidder (including individual consortium members) claims inability to share the contract document on account of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on nonjudicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement of oversees Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/Contact no. / designation etc |
| 15. | 54 | 7.6 | Monthly Service Level Availability | (2) Disaster Recovery: Application database RPO<br>Penalty of ₹ 50 Lakhs per violation | (2) Disaster Recovery: Application database RPO<br><br>Penalty of ₹ 10 Lakhs per violation |
| 16. | 56 | 7.6 | Monthly Service Level Availability | Table - 6A-(4) Security Audits:<br>Bidder shall ensure timely VAPT Audits with fixing of vulnerabilities within 15 days of the audit start date. | Table - 6A-(4) Security Audits:<br>Bidder shall ensure timely VAPT Audits with fixing of vulnerabilities within 15 days of the submission of report by auditor. |

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| 17. | 56 | 7.6 | Table 6B: Service Level Availability (SLA) | *Table header*<br>**Penalty** | *Table header*<br>**Penalty** beyond resolution time |
| 18. | 56 | 7.6 | Monthly Service Level Availability | Table - 6B, Category High<br>**Category – High: 1%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | Table - 6B, Category High<br>**Category – High: 1%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment |
| 19. | 56 | 7.6 | Monthly Service Level Availability | Table - 6B, Category Medium<br>**Category – Medium: 0.5%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | Table - 6B, Category Medium<br>**Category – Medium: 0.5%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment |
| 20. | 56 | 7.6 | Monthly Service Level Availability | Table - 6B, Category Low<br>**Category – Low: 0.25%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | Table - 6B, Category Low<br>**Category – Low: 0.25%** of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment |
| 21. | 73 | 12.9 | Bidder's Personnel | 2. All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project. | 2. All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check (i.e Bidder's declaration along with report of 3rd party Agencies who carry out employee background check). The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project. |
| 22. | 76 | 12.16 | Equipment's Ownership | 1. The Purchaser shall own the assets/ components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract. | 1. The Purchaser shall own the software licenses, processes, Documents, supplied by the Bidder during this Contract period. |
| 23. | 84 | 12.24 | Transfer of Ownership | The Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all | The Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, |

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| | | | | licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed, and maintained by the Bidder. | certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed, and maintained by the Bidder. |
| 24. | 88 | 13.2 | Broad Scope of Activities | (2) Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e the NDR 2.0 contractor shall not charge purchaser on account of this). A detailed workflow shall be prepared by the contractor in close consultation with purchaser to ensure that there is no hindrance in business continuity and data loss to purchaser during this transition. | (2) Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. The charges payable to contractor shall be on mutually agreed rates. The new CSP shall also be involved during the migration process and Contractor of the application RFP shall provide all necessary Technical help and expertise in this regard to purchaser and the new CSP. A detailed workflow shall be prepared by the contractor in close consultation with purchaser to ensure that there is minimum downtime/hindrance in business continuity and no data loss to purchaser during this transition. |
| 25. | 89 | 13.2 | Broad Scope of Activities | (3) 3.  Supply, installation, testing and commissioning (SITC) all the applications and software components including System Software, Application Software, Utility Software, Third Party Software Packages to deliver an efficient Data Repository Solution for managing Seismic data, Well data, Production data, Data Analytics, Non-Seismic data like Gravity, Magnetic, CSEM (Controlled Source Electro Magnetism) etc. and associated reports. | (3) 3.  Supply, installation, testing and commissioning (SITC) all the applications and software components including System Software, Application Software, Utility Software, Third Party Software Packages to deliver an efficient Data Repository Solution for managing Seismic data, Well data, Drilling Data, Production data, Data Analytics, Non-Seismic data like Gravity, Magnetic, CSEM (Controlled Source Electro Magnetism) etc. and associated reports. |
| 26. | 89 | 13.2 | Broad Scope of Activities | (11) Should support CSP Managed Content Delivery Network (CDN) Service. User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery. | 11. Application Should be able to integrate with  CSP's Content Delivery Network (CDN) Service. User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery. |
| 27. | 91 | 13.2 | Broad Scope of Activities | 21 Conduct VAPT (Vulnerability Assessment and Penetration Testing) on yearly basis for NDR applications and infrastructure.  The observations/Non-compliance  at application or configuration level must be resolved by the | 21 Conduct VAPT (Vulnerability Assessment and Penetration Testing) for NDR applications and infrastructure (both cloud IT and On-prem Infra) on yearly basis as well as prior to go-live of NDR 2.0 and DR site. The observations/Non-compliance at application or |

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| | | | | bidder at no extra cost to purchaser. Observations/ Non-Compliances at Cloud infrastructure level must be communicated to the hired MSP for compliance. | configuration level must be resolved by the bidder at no extra cost to purchaser. Observations/ Non-Compliances at Cloud infrastructure and On-prem level must be communicated to the respective contractors, through DGH, for necessary compliance by them. |
| 28. | 95 | 13.4.3 | Table 8, Data Formats of NDR data | Data Type: 10. Production Data | Data Type: 10. Production Data, Drilling Data |
| 29. | 109 | 13.5.1 | Functional Requirements - General | 3 The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 through a separate CSP Tender. The bidder shall provide Self-Certification(s) (**Template 6**) from the OEM of the offered Software Application(s) or an entity authorized by the OEM of the offered Software Application(s), that the offered Software Application(s) is fully compatible for deployment on the MeitY empanelled Cloud being provisioned by the purchaser for NDR 2.0. | 3 The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/ provisioned by the purchaser for NDR 2.0 through a separate CSP Tender. The bidder shall provide Self-Certification(s) (**Template 6**) from the OEM of the offered Software Application(s) or an entity authorized by the OEM of the offered Software Application(s), that the offered Software Application(s) is fully compatible for deployment on the MeitY empanelled Cloud being provisioned by the purchaser for NDR 2.0, subject to Cloud IT Infrastructure and cloud service requirements (as specified at **Template 6**), being available in the said Cloud. |
| 30. | 109 | 13.5.1 | Functional Requirements - General | (8).........Contractor is required to build API based interface for pulling the data from these systems on regular basis for showcasing necessary data in NDR Portal along with its own user interface to load the data. | 8 DGH has developed In-house systems for managing Production data (PDMS) and Drilling Data (DDMS), with Oracle as its database. The E&P operators directly feed data into the DDMS & PDMS through web-based interface. Contractor is required to build requisite API based interface for pulling the data from these existing DDMS & PDMS systems of DGH on regular basis/ defined interval for showcasing necessary data in NDR Portal along with its own user interface to load the data. Scope of work shall also include building requisite interface to allow E&P operators to submit data through self-service mode in a staging area/drop box area for subsequent action by DGH for pushing data into the NDR |

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| | | | | | 2.0 database after QC. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the DDMS & PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract. |
| 31. | 109 | 13.5.1 | Functional Requirements - General | 9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel format) by NDR since its inception i.e June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point. | 9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel /PDF /MS Word) by NDR since its inception i.e June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point. |
| 32. | 110 | 13.5.1. | Functional Requirements - General | (15) Solution should be compliant with OSDU Application and Platform Provider Guidelines. | (15) Solution should have the capability to transfer data into OSDU compatible format. |
| 33. | 112 | 13.5.2 | Web Portal | (38) The Web Portal should display the overview of data loaded into the system. E.g., volume of 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic data, number of wells, production data statistics etc. The portal should allow regular update of information. | (38) The Web Portal should display the overview of data loaded into the system. E.g., volume of 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic data, number of wells, drilling and production data statistics etc. The portal should allow regular update of information. |
| 34. | 118 | 13.5.8 | Self Service Data Submission by E&P Operators | (3) The above data types (Seismic, well, production), except the reports, should be loaded as data and not as an archive object. NDR 2.0 should be able to store, retrieve, and run queries to create reports and dashboards on the above-mentioned data types. All NDR 2.0 data should be managed in a single/integrated repository so that single search queries can retrieve all relevant information. Solution should | (3) 3.   The above data types (Seismic, well, Drilling and production), except the reports, should be loaded as data and not as an archive object. …………………….. and data delivery.<br><br>• Self-Service activities relating to uploading/ submission of Drilling and Production data by E& P Operators upto the staging area/drop-box area should not involve provisioning of licences by purchaser and at the same time should support concurrent |

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| | | | | carry out lifecycle tracking of data, from incoming media to end user order and data delivery. | submission of data by multiple E&P operators/users i.e without any user restrictions. Licences provisioned as per the Bill of Material/Schedule of Rates are concurrent licences for Database Management activities only (viz. QC/loading/ etc).<br>• Typical Drilling data submission formats by E&P Operators are attached. However, actual data submission formats which shall be implement in the self-service portal of NDR 2.0 shall be finalised with the successful bidder during Kick-Off meeting. |
| 35. | 128 | 13.6.1 | Contract Period | The initial Contract Period for the NDR2.0 project, after NDR2.0 Build-Up & Go-Live, shall be for 5 (Five) years and extendable by 1 (One) more year, at the discretion of the purchaser. | The initial Contract Period for the NDR2.0 project, after NDR2.0 Build-Up & Go-Live, shall be for **5 ½ (Five and a Half) years,** including Six months period for NDR 2.0 Build-Up and Go-Live, and **extendable by 1 (One) more year,** at the discretion of the purchaser. |
| 36. | 134 | 13.6.12 | Build-up & Go-Live of NDR (Phase-1) | (3) Carry out Installation, configuration, testing and Commissioning of all On- cloud infrastructure, software and security systems for NDR 2.0. | (3) Carry out Installation, configuration, testing and Commissioning of all software and security systems for NDR 2.0.<br>Also, carry out configuration, testing and Commissioning of all On-cloud infrastructure for NDR 2.0. |
| 37. | 135 | 13.6.12 | Build-up & Go-Live of NDR2.0 (Phase -1) | (15) Build interface and pull existing data from purchaser's PDMS into NDR 2.0 database and showcase necessary data in the NDR 2.0 Portal. | (15) Build interface and pull existing data from purchaser's PDMS & DDMS into NDR 2.0 database and showcase necessary data in the NDR 2.0 Portal. |
| 38. | 136 | 13.6.13 | Operation & Maintenance phase (Phase - 2) | (2) (b) All ongoing data loading from purchaser's PDMS. | (2) (b) All ongoing data loading from purchaser's PDMS & DDMS. Also all Historical drilling data in local database. |
| 39. | 137 | 13.7 | User Acceptance Test (UAT) | The contractor shall prepare a detailed test procedure covering all the functionalities defined in this Tender and get | The contractor shall prepare a detailed test procedure covering all the functionalities defined in this Tender and get it approved by the purchaser, prior to the User acceptance test. Test procedure is to |

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| | | | | it approved by the purchaser, prior to the User acceptance test. | be submitted by the bidder at least one month prior to the proposed UAT date. Purchaser will provide its approval/ comments no later than seven (7) working days from the date of receipt of the test procedure. |
| 40. | 140 | 13.10.1 | Operational Manpower: General | (2) The biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida by the contractor, during the O&M period of the contract, is to be submitted as part of the Contractor's Bid documentation for scrutiny and approval by the Purchaser. | (2) The biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida by the contractor, during the O&M period of the contract, is to be submitted as part of the Contractor's Bid documentation for scrutiny and approval by the Purchaser. Alternatively, the bidder may submit an undertaking declaring that the deployed O&M team shall meet the requirements for qualifications and credentials of the O&M team as per details specified at clause 13.10.1, Table 12 and clause 13.10.2. However, in this case, the bidder shall submit the biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida within a maximum period of 45 days from the date of issue of LOA by the purchaser, failing which the purchaser reserves the right to terminate the Contract without any compensation whatsoever to the contractor. |
| 41. | 145 | 13.14 | Quality of Services provided by Contractor | (3) Proper cataloguing needs to be done for 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic dataset and well data. | (3) Proper cataloguing needs to be done for 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic dataset, Drilling data, Production Data and well data. |
| 42. | 146 | 13.15 | Training | (8) In addition, the Contractor shall also provide on-site web-based end user training program to acquaint end users on how to use NDR 2.0. This training shall be for 80 participants (in batches of 5 participants per class) from DGH nominated participants. This should be spread over several sessions, post the completion of "Go-Live" phase. For end-user | (8) In addition, the Contractor shall also provide on-site web-based end user training program to acquaint end users on how to use NDR 2.0. This training shall be for 80 participants (in batches of 5 participants per class with each training session being for a duration of two days) from DGH nominated participants. This should be spread over several sessions, post the completion of "Go- |

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| | | | | training, NDR infrastructure facility can be used, as per DGH's directions. | Live" phase. For end-user training, NDR infrastructure facility can be used, as per DGH's directions. |
| 43. | 146 | 13.16 | End of Contract Deliverables/ Transition and Exit Management | 14(o) The Database and System Data of NDR 2.0 shall be handed over to the Purchaser by the contractor in OSDU compliant format and/or such other industry standard open format as may be requested by the Purchaser for smooth migration of data to the next NDR 3.0 | 14(o) The Database and System Data of NDR 2.0 shall be handed over to the Purchaser in non-encrypted form by the contractor in OSDU compliant format and/or such other industry standard open format as may be requested by the Purchaser for smooth migration of data to the next NDR 3.0 |
| 44. | 150 | 13.17.1 | Documents to be provided by the Bidder/ Contractor Along with the bid | 6. CVs/Biodata along with educational qualification documents of proposed Manpower | 6. CVs/Biodata along with educational qualification documents of proposed Manpower or Undertaking (as applicable) |
| 45. | 150 | 13.17.1 | Documents to be provided by the Bidder/Contractor Along with the bid | (11) Sub-contracting documents with third parties | (11) Information regarding Sub-contracting with third parties, if any. |
| 46. | 152 | 13.18 | Responsibility of the Purchaser | 14. Provide Contractor's Manpower deployed at DGH Noida with assigned workspace (including access to Thin Clients) and network connectivity for carrying out NDR 2.0 Operations. | 14. Provide Contractor's Manpower deployed at DGH Noida with assigned workspace (including access to Thin Clients, Printer, Scanner, Bar code reader) and network connectivity for carrying out NDR 2.0 Operations. |
| 47. | 152 | 13.19 | Extension of Contract | The Purchaser at its sole discretion may extend the contract for a further period of one (1) year from the date of completion of initial contract period (5 years) with the same Rates and Terms & Conditions of the Contract. | The Purchaser at its sole discretion may extend the contract for a further period of one (1) year from the date of completion of initial contract period (5 ½ years) with the same Rates and Terms & Conditions of the Contract. |

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| 48. | 154 | 14 | Table – 13 : Project Timelines | 3. Issuance of Cloud account access ID to NDR 2.0 contractor by the purchaser **(T2)** | 3. Issuance of Cloud account access ID (admin access to DGH tenant) as well as cloud resources mentioned by the bidder in his offer for application deployment, to NDR 2.0 contractor by the purchaser **(T2)** |
| 49. | 157 | 15 | Management of Cloud Services | Bidder shall be responsible for security and integrity of applications and data. | 4. Bidder shall be responsible for security and integrity of applications and data. Bidder shall be responsible for security of data from application authorisation/ access point of view.  Refer "Security Management" in clause 16.3.4 "Responsibility Matrix" |
| 50. | 164 | 16.1.6 | Template 6: Application Software Compatibility on cloud | 2. We confirm that the offered Seismic and/or Well Data Repository Application Software (*delete whichever is not applicable*) ----------------------------------- (*name(s) of the application software*) is  fully compatible for deployment on the   MeitY empanelled Cloud Infrastructure being provisioned by Directorate General of Hydrocarbons for NDR 2.0, through a separate CSP Tender. | 2. We confirm that the offered Seismic and/or Well Data Repository Application Software (*delete whichever is not applicable*) ----------------------------------- (*name(s) of the application software*) is  fully compatible for deployment on the MeitY empanelled Cloud Infrastructure being provisioned by Directorate General of Hydrocarbons for NDR 2.0, through a separate CSP Tender, subject to following Cloud IT Infrastructure and cloud services, being available in the said Cloud:<br><br>**LIST OF CLOUD SERVICES REQUIRED FOR DEPLOYMENT OF OUR APPLICATION-**<br>(a) _____<br>(b) _____<br>(c) _____<br>(d) _____<br>……………………………..<br>(z) ……………………………..<br>Note: Any other functionally equivalent service under a different product/trade/brand name shall also be acceptable.<br>3. We confirm that we have gone through clause 13.11 and have understood its implications. |

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| | | | | | 4. We certify, that in case of any misinformation, our bid will be liable for cancellation/rejection. Also, Technical catalogue/URL etc. are provided which substantiate the above service requirement for deployment of our application. |
| 51. | 179 | 16.2.6 | Form PQ6: Financial Strength | *Note: Enclose supporting documents of your claim as per requirement of this RFP*<br>*For e.g. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.* | *Note: Enclose supporting documents of your claim as per requirement of this RFP*<br>*For e.g. Copy of audited financial statements along with declaration from the appointed statutory auditor/ Practising Chartered Accountant (not necessarily a statutory auditor)* with membership number *to be provided as proof of the financial turnover and Networth.* |
| 52. | 179 | 16.2.6 | Form PQ6: Financial Strength | [Signature]<br>[Name]<br>[Designation]<br>Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)<br>Seal/Stamp<<Certificate by Statutory Auditor of the Bidder>> | [Signature]<br>[Name]<br>[Designation]<br>Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)<br>Seal/Stamp<<*Certificate by Statutory Auditor of the Bidder / Practising Chartered Accountant (not necessarily a statutory auditor)* with membership number >> |
| 53. | 184 | 16.2.8 | Form PQ8: Pre Qualification (PQ) Document Checklist | 18. Certificate of Registration/ Incorporation, Details of registered office(s) of Sole Bidder or Lead Bidder (in case of consortium) in India (along with address) and valid documentary proof of established office since last 3 years as on last date of bid submission, PQ criteria **(Section 6.2.1, Table- 4, Sl 5.0)** | 18. Certificate of Registration/ Incorporation, Details of registered office(s) of Sole Bidder or Lead Bidder (in case of consortium) in India (along with address) and valid documentary proof of established office since last 3 years, reckoned from the last date of original bid submission, PQ criteria **(Section 6.2.1, Table- 4, Sl 5.0)** |

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| 54. | 184 | 16.2.8 | Form PQ8: Pre Qualification (PQ) Document Checklist | 19. Certificate **(Form PQ6)** issued by a practicing Chartered/Cost Accountant Firm, with membership number certifying the Annual Turnover, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** | 19. Certificate **(Form PQ6)** issued by the Statutory Auditor / a practicing Chartered Accountant (not necessarily a statutory auditor) with membership number along with copies of Audited Balance Sheet and Profit & Loss Account, certifying the Annual Turnover, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** |
| 55. | 184 | 16.2.8 | Form PQ8: Pre Qualification (PQ) Document Checklist | 20. Certificate **(Form PQ6)** issued by a practicing Chartered/Cost Accountant Firm, with membership number certifying the Net Worth, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** | 20. Certificate **(Form PQ6)** issued by the Statutory Auditor / a practicing Chartered Accountant (not necessarily a statutory auditor) with membership number along with copies of Audited Balance Sheet and Profit & Loss Account, certifying the Net Worth, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** |
| 56. | 184 | 16.2.8 | Form PQ8: Pre Qualification (PQ) Document Checklist | 22. Memorandum of Association/ Article of Association/ Article of Incorporation/Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered/Cost Accountant Firm, with membership number. PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** | 22. Memorandum of Association/ Article of Association/ Article of Incorporation/Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number. PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** |
| 57. | 197 | 16.3.5 | Form TQ5: Technical Qualification Document Checklist | Cloud IT Infrastructure sizing and cloud service requirements duly endorsed/confirmed by corresponding <u>**OEMs** (or their authorised entity)</u> **in their letter head** | 12. Cloud IT Infrastructure sizing and cloud service requirements for deployment of application, duly endorsed/confirmed by corresponding <u>**OEMs** (or their authorised entity)</u> **in their letter head (Template 6)** |

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| 58. | | 16.4.2 | Commercial Proposal Format (Bill of Materials) | B4(60) Annual charges for **1 (One) Concurrent User** access/License for Production Data Management | B4(60) Annual charges for **1 (One) Concurrent User** access/License each for Production Data Management and Drilling Data Management, including separate on-site Operation & Support service for each of the licenses. Operation & Support service shall be at DGH-Noida on regular basis as per DGH's office working schedule and Timing. |
| 59. | | | SOR | B4(60) Annual charges for **1 (One) Concurrent User** access/License for Production Data Management | B4(60) Annual charges for **1 (One) Concurrent User** access/License each for Production Data Management and Drilling Data Management, including separate on-site Operation & Support service for each of the licenses. Operation & Support service shall be at DGH-Noida on regular basis as per DGH's office working schedule and Timing. |
| 60. | 31 | 6.2 | Evaluation Criteria | New Addition | (1)……. with the Purchaser.<br><br>For Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. |
| 61. | 35 | 6.2.1 | Pre-Qualification Criteria (PQC)Table – 4: Pre-Qualification Criteria (PQC) | **2.0(b) Evidence to be submitted**<br>Note: @In case the Bidder (including individual consortium members) claims inability to share the contract document on account of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement | 2.0(b) **Evidence to be submitted**<br>Note: @In case the Bidder (including individual consortium members) claims inability to share the contract document on account of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement of oversees |

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| | | | | of oversees Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no. / designation etc. | Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no. / designation etc.<br><br>In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the affidavit is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. |
| 62. | 39 | 6.2.1 | Pre-Qualification Criteria (PQC)Table – 4: Pre-Qualification Criteria (PQC) | 2.11 (d) **The following requirements …..**<br>The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/ consortium partner, the MOU / Agreement should be notarised / endorsed by the Indian Embassy in that Country. | 2.11 (d) **The following requirements …..**<br>The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by the Indian Embassy in that Country.<br><br>Note: In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the MOU / Agreement are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. |

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| 63. | 49 | 6.2.2 | Technical Evaluation Criteria, Note to Table – 5: Technical Qualification Criteria (TQC) | (Additional Note) | (f) In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the affidavit is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. |
| 64. | 74 | 12.14.4 | Intellectual Property Rights | Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, ……. | Except Intellectual Property Rights of the Bidder and its licensors, Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, ……. |
| 65. | 69 & 70 | 12.18 | Confidentiality | Clause 12.8. (1) The Bidder shall not use Confidential Information, the name, or the logo of the Purchaser except for the purposes of providing the Service as specified under this……. (2) ….. (3)….. (4) ….. (5) The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser ……….., **Section 16.1.3, Template 3 : (Non-Disclosure Agreement (NDA)).** | Clause from 12.18.1 to 12.18.4 to be read as under: (1) Both Parties understand that each may have developed or accumulated special techniques and proprietary information which may be employed to benefit the other Party under this Agreement. Unless stated elsewhere in this Agreement, both Parties agree that the Technical Information revealed by a Party under this Agreement is confidential and proprietary to the Party disclosing such information ("Disclosing Party") and shall not be disclosed by the other Party to any third party, or used for any purpose other than the Purpose, during the term of this Agreement without the Disclosing Party's prior written consent, unless such information: a. which is or thereafter becomes, through no fault of the Receiving Party, part of the public domain by publication or otherwise, or |

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| | | | | | b.        which the Receiving Party can prove was received by it from a third party as a matter of right and which no longer has any current restriction on disclosure, or |
| | | | | | c.        which the Receiving Party can prove was developed by its agents or employees who did not have access or recourse to the Disclosing Party's technical information. |
| | | | | | (2) Confidential Information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the possession of the Receiving Party. Neither will a combination of features be deemed within the foregoing exceptions merely because individual features are in the public domain or in Receiving Party's possession, unless the combination itself is in the public domain or in Receiving Party's possession. |
| | | | | | *(Remaining Clauses 12.18.5 to 12.18.7 will remain as it is.)* |
| 66. | 80 | 12.19 (9) | Taxes | (Additional clause) | Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any  increased in the direct cost, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company. Additionally, any upward change in the rates |

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| | | | | | of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company. |
| 67. | 28 | 5.5.2 | Language | The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, the bid will be summarily rejected. | The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail |
| 68. | 32 | 6.2.1 | 4.      Local Content | Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent orders/Notifications issued by concerned Nodal Ministry for specific goods/products, if any, will be eligible to bid. In this regard, the authorized signatory of bidder shall submit an undertaking (from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)) giving the percentage of local content, along with the bid and such undertaking shall become part of the contract. | Only Class-I and Class-II Local suppliers as per Purchase Preference (Preference to Make in India), Order 2017  issued by DPIIT, as amended from time to time and its subsequent orders/ Notifications issued by concerned Nodal Ministry for specific services, if any, will be eligible to bid.

Whether or not the bidders want to avail Purchase preference benefits under PPP-MII Policy, against this tender the following must be submitted by the bidder at the bidding stage:

(a) The Bidder shall submit an undertaking from the authorised signatory of the bidder along with the bid, stating that the bidder meets the mandatory minimum Local Content requirement and such undertaking shall become a part of the contract, if awarded [Format enclosed as Template  10A]
(b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the |

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| | | | | | company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content. [Format enclosed as Template 10B]<br><br>* In case the Bidder is a Consortium of Companies, the Consortium shall maintain the mandatory local content as mentioned above. |
| 69. | 57 | 8 | Liquidated Damages | Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization and/or completion of work within the stipulated period as mentioned in **Section 14**, the Contractor shall be liable to pay liquidated damages, as given below, reckoned from the date after expiry of the scheduled period till the date of actual mobilization/completion**. | In the event of the Contractor's default in timely mobilization and/or completion of work within the stipulated period as mentioned in **Section 14**, the Contractor shall be liable to pay liquidated damages, as given below, reckoned from the date after expiry of the scheduled period till the date of actual mobilization/ completion**. |
| 70. | | GeM bid Pg. no. 4: | 3. Purchase Preference (Centre) | Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/ Notifications issued by concerned Nodal Ministry for specific Goods/ Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the | **Stands deleted** |

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| | | | | declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause. | |
| 71. | | GeM bid Pg. no. 5: | 5. Buyer Added Bid Specific ATC | In case a bidder is eligible to seek benefits under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies. | The bidders should categorically confirm their eligibility for seeking purchase preference benefits under:<br>(i) Public Procurement Policy for Micro and Small Enterprises Order, 2012 **OR**<br>(ii) Public Procurement (Preference to Make in India) Order, 2017 **OR**<br>(iii) both (i) & (ii) above,<br>along with supporting documents at the time of bidding.<br><br>**Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017:**<br>The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 including subsequent amendments (if any) |

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| 72. | | GeM bid Pg. no. 5: | 5. Buyer Added Bid Specific ATC | New Clause | Provisions such as seeking support from another company or bidding through consortium arrangements, wherever allowed in the tender document shall be available to all interested bidders including MSEs. However, in case of submission of bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In case of consortium bids, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. |
| 73. | | | 5. Buyer Added Bid Specific ATC | New Clause | Preference to Make in India: Purchase preference as notified under Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT, as amended from time to time and its subsequent orders/ Notifications issued by concerned Nodal Ministry shall be applicable in this tender. Bidders are advised to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof. |
| 74. | | | 5. Buyer Added Bid Specific ATC | New Clause | In case of any contradiction between the conditions stipulated in the document titled "Request for Proposal" (uploaded under Scope of Work), "General Terms and Conditions" and "Service Level Agreement" of this bid, the conditions specified in document titled "Request for Proposal" (uploaded under Scope of Work), shall supersede the conditions stipulated in "General Terms and Conditions/Service Level Agreement". |

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|---|---|---|---|---|---|
| 75. | 84 | 12.22.3 | Termination for Convenience | Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. | Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. Any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser. If this termination clause is exercised by the purchaser, prior to the completion of Go-Live, compensation against any cost claimed to be incurred by the successful bidder as a part of initial arrangements for Go-live, shall be paid to the successful bidder, based upon the actual work performed by the successful bidder and verified by the purchaser. Notwithstanding anything contained herein the bidder shall not be entitled to claim any compensation and/or damages under this clause. |
| 76. | | 5.4.2.6 | Instruction to Bidders: Submission of Proposals: Table 2: Sl 1 | Scanned copy to be uploaded on GeM portal (for all 3 documents) and original documents to reach Purchaser before the last date of submission of the bid. | Clause no. 5.4.2.6 (Table 2):<br>1. *Scanned copy to be uploaded on GeM portal*<br>Clause no. 5.4.2.7 (Table 3):<br>1. *Scanned copy to be uploaded on GeM portal*<br>Clause no. 5.4.2, Additional Note:<br>6. *The originals of the documents submitted by the bidders shall have to be produced by the bidder(s) to DGH as and when asked for.*<br>7. *Bidders should note that DGH may verify authenticity of all the documents/ certificate/ information submitted by the bidder(s) against the tender.* |

#Note:
- Bidders are advised to read the entire bid document carefully, including the amended clauses, before responding to RFP.
- All other terms and conditions of the RFP shall remain unchanged.

**Template 10A: Undertaking For Local Content**

**(to be submitted on Bidder's letterhead)**

TO,
Directorate General of Hydrocarbons (DGH)
OIDB Bhawan, Plot No 2, Sector 73,
Noida - 201301

Ref: Tender no. GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform."

We_____ (Name of the bidder) undertake that we meet the mandatory minimum local content requirement (equal to or above 20%)  of the offered services as per "Public Procurement (Preference to Make in India) Policy", against GeM Bid no GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform."

For claiming purchase preference linked with Local Contents under the PPP-MII policy, we certify our status and local content as under *(Strike out whichever is not applicable)*:

• Class-I local Supplier: Offered Services has local content equal to or more than 50%, as defined in the policy.
OR
• Class-II local Supplier: Offered Services has local content more than 20% but less than 50%, as defined in the policy.

The percentage of local content in our bid is _____%

Place of value addition is _____

Date:                          Signature [In full and initials]: …………………………………………

Place:                         Full Name of Authorized Signatory   ……………………………..

Seal:                          Designation……………………………………………………………………
                               Name of Company……………………………………………………………
                               Contact Details & Address …………………………………………………

**Template 10B: UNDERTAKING FOR LOCAL CONTENT**

**(To be submitted on letter head of the statutory auditor engaged by the bidder or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of service providers other than companies))**

TO,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Sub.: Undertaking for local content against Tender No: _____dated____

We _____ the statutory auditor (or as the case may be) of M/s._____ (name of the bidder) hereby certify that M/s._____ (name of the bidder) meet the mandatory Local Content requirements of the offered Services as per the "Public Procurement (Preference to Make in India) Policy", quoted vide offer No. _____ dated _____ against GeM Bid No._____ by M/s _____ (Name of the bidder).

The percentage of local content in the bid is _____%

Place of value addition is _____

For and on behalf of _____

Authorized signatory _____

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:
Designation:
Seal:
Membership no.:
UDIN No:

## Typical Drilling DPR Format submission by E&P Operators

<table>
<tr><td>Operator Logo</td><td colspan="2" align="right"><em>&lt;Operator Name&gt;</em><br><em>&lt;Address line 1&gt;</em><br><em>&lt;Address line 1&gt;</em><br><em>&lt;Address line 3 with Pincode&gt;</em><br><strong>&lt;Phone No. , Fax No.&gt;</strong></td></tr>
</table>

<table>
<tr><td colspan="6" align="right"><strong>Date :</strong><em>&lt;dd-mm-yyyy (Report Submission Date)&gt;</em></td></tr>
<tr><td><strong>FROM</strong></td><td colspan="5"><strong>&lt;Name&gt;, &lt;Designation&gt;</strong></td></tr>
<tr><td><strong>TO</strong></td><td colspan="5"><strong>Director General, Directorate General of Hydrocarbons, Noida</strong><br><br><strong>Attn: &lt;Name&gt;, Nodal officer, &lt;Block Name&gt;</strong></td></tr>
<tr><td colspan="2"><strong>DAILY PROGRESS REPORT</strong> <em>&lt;dd-mm-yyyy&gt;</em><br><br><br><strong>(From</strong> <em>&lt;dd-mm-yyyy&gt;</em> <strong>at</strong> <em>&lt;hh:00&gt;</em> <strong>hrs to</strong> <em>&lt;dd-mm-yyyy&gt;</em> <strong>at</strong> <em>&lt;hh:00&gt;</em> <strong>hrs)</strong></td><td><strong>Days since Rig release from previous Loc.(if applicable):</strong></td><td colspan="2"><strong>Days since Rig on Loc. (for Offshore only):</strong></td><td><strong>Days since Spud/Re-entry:</strong></td></tr>
<tr><td colspan="2"><strong>Well Name/No.</strong></td><td><strong>Rig Name &amp; Capacity</strong></td><td colspan="3"></td></tr>
<tr><td><strong>Block Name</strong></td><td>-</td><td><strong>Rig Operating Status (Owned/Ch.Hired/MMC)</strong></td><td colspan="3"></td></tr>
<tr><td><strong>Well Category(Expl./Apr./Dev.)</strong></td><td>-</td><td rowspan="2"><strong>Well Co-ordinates</strong></td><td colspan="2" align="center">Lat: xx°xx'xxxxxx"N</td><td align="center">Long: xx°xx'xxxxxx"E</td></tr>
<tr><td><strong>Area/Basin</strong></td><td>-</td><td colspan="2" align="center"><strong>xx.xxxxxxx° N</strong></td><td align="center"><strong>xx.xxxxxxx° E</strong></td></tr>
<tr><td><strong>Offshore/Onshore</strong></td><td>-</td><td colspan="4"></td></tr>
<tr><td><strong>State/UT</strong></td><td>-</td><td><strong>Phase (RB/DR/PT/OC)</strong></td><td colspan="3"></td></tr>
<tr><td><strong>Well Profile</strong></td><td>-</td><td></td><td><strong>Planned Days</strong></td><td colspan="2"><strong>Actual Days</strong></td></tr>
<tr><td><strong>Rig on Location (Offshore)</strong></td><td><em>&lt;hh:mm&gt;hrs at &lt;dd-mm-yyyy&gt;</em></td><td><strong>RB</strong></td><td>-</td><td colspan="2">-</td></tr>
<tr><td><strong>Spud Date</strong></td><td><em>&lt;hh:mm&gt;hrs at &lt;dd-mm-yyyy&gt;</em></td><td><strong>Drilling (From spud date)</strong></td><td>-</td><td colspan="2">-</td></tr>
<tr><td><strong>Re-Entry Date (Re-entry well)</strong></td><td><em>&lt;hh:mm&gt;hrs at &lt;dd-mm-yyyy&gt;</em></td><td><strong>Production Testing</strong></td><td>-</td><td colspan="2">-</td></tr>
<tr><td><strong>Herm. Test Date</strong></td><td><em>&lt;hh:mm&gt;hrs at &lt;dd-mm-yyyy&gt;</em></td><td><strong>Total Days</strong></td><td>-</td><td colspan="2">-</td></tr>
<tr><td><strong>Rig Release Date</strong></td><td><em>&lt;hh:mm&gt;hrs at &lt;dd-mm-yyyy&gt;</em></td><td colspan="4"><strong>Casing Plan</strong></td></tr>
<tr><td><strong>Target Depth</strong></td><td>-</td><td rowspan="2"><strong>Hole size</strong></td><td rowspan="2"><strong>Drilled Depth</strong></td><td rowspan="2"><strong>Csg. Size</strong></td><td rowspan="2"><strong>Csg Planned (MD-KB)</strong></td></tr>
<tr><td><strong>Drilled Depth</strong></td><td>-</td></tr>
<tr><td><strong>Meterage(drilled in 24hrs)</strong></td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td><strong>Water Depth</strong></td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td><strong>KB(from Sea Level/Ground)</strong></td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td rowspan="2"><strong>Nearby Wells</strong></td><td rowspan="2">-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td>-</td><td>-</td><td>-</td><td>-</td></tr>
<tr><td><strong>Operation Status</strong></td><td><em>(at the end of the reporting time)</em></td><td colspan="4"><strong>Deviation Data</strong></td></tr>
</table>

Note: The Casing Plan table additionally contains columns "Csg Actual (MD-KB)" and "LOT (ppg)" with dash (-) values in the corresponding data rows.

| Well Objective | | - | | MD-KB | TVD | Inclination | Azi | HD | DLS(deg./30m) |
|---|---|---|---|---|---|---|---|---|---|
| | | | Actual | - | - | - | - | - | - |
| Next 24 Hours Operation | | - | Expected BHT: | | | Actual BHT: | | | |
| Remarks: | | | | | - | | | | |

**Operation Summary (Last 24 Hours):**

**Operation Details**

| From | To | Duration | Operations Carried out |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Mud Parameters**

| DEPTH (m) | MW IN (ppg) | VISC (sec) | PV | YP | GEL 0/10/30 | SALINITY | OWR | ES | FL | SOLID% | pH | ECD | FLT (ºC) | Cl (mg/l) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

**Drilling Parameters**

| DEPTH (m) | WOB (Ton) | ROP (M/Hr) | Flow rate (GPM) | SPP (psi) | Torque (FT-LB) | RPM/ Bit RPM | Remarks |
|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - |

**Bit Details**

| No. | SIZE | IADC/ MODEL | Manufacturer | TYPE | S.NO | JETS | Depth IN | Depth Out | Meterage | Bit Hrs | K.Revs | POBC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - | - | - | - | - | - |

**Bit Grading <Bit No.> (Last Bit P/out)**

| Inner | Outer | Dull Char. | Location | Bearing/ Seals | Gauge | Other Dull Char. | Reason for PO |
|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - |

**BHA Details**

| Sr. No. | Item | Item Sr. No. | No. | OD | ID | Length(m) | Cum. Length(m) |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**Mud Pump Specification**

| Pump No. | Make & Model | Stroke Length (inch) | Liner Size (inch) | SPM | Bbl/stk. | Bbl/min | Pump Pr. (psi) | Flow Rate (GPM) | Slow Circulation Rate (SCR) | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | SPM | SPP (psi) |
| | | | | | | | | | | |
| | | | | | | | | | | |

**MLU status: <Service provider Name>**

| ROP | WOB | RPM | TRQ | SPM | SPP (psi) | T.GAS /GC | MW IN | MW OUT | TMP IN | TMP OUT | PIT VOL | CON IN | CON OUT | FL IN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |

*(Authorized Signatory Name),*

*(Authorized Signatory Designation & Company Name),*

*Block Name*

| *Abbreviations Used* | | |
|---|---|---|
| **RB:** *Rig Building/Inter Location Movement(ILM)* | **PV:** *Plastic Viscosity* | **SPP:** *Stand pipe pressure, psi* |

| | | |
|---|---|---|
| **DR/PT/OC:** *Drilling/Production testing/Out Cycle* | **YP:** *Yield Point* | **RPM:** *Rotation per minute for Rotary table* |
| **LOT:** *Leak off test, ppg* | **OWR:** *Oil/water ratio (For oil based mud only)* | **POBC:** *P/out bit condition* |
| **Csg:** *Casing size, Inch* | **ES:** *Electrical stability (For oil/synthetic based mud only)* | **TRQ:** *Torque in Foot-pound* |
| **MD-KB:** *Measured depth from Kelly Bushing, m* | **FL:** *Fluid loss* | **SPM:** *strokes per min.* |
| **MD:** *Measured Depth, m* | **ECD:** *equivalent circulating density* | **Bbl/stk.:** *Barrels per stroke* |
| **TVD:** *True vertical depth, m* | **FLT(°C):** *Flow-line temperature* | **Bbl/min:** *Barrels per minute* |
| **Azi:** *Azimuth* | **Depth:** *in meter* | **T. Gas:** *Trip gas* |
| **HD:** *Horizontal drift* | **WOB**: *weight on bit, ton (1 ton = 2.20 kips)* | **GC:** *Gas Chromatography* |
| **DLS(deg/30m):** *Dogleg severity (degree per 30 meter)* | **ROP:** *Rate of penetration, metre/hr.* | **BHA:** *Bottom Hole Assembly* |
| **BHT:** *Bottom Hole temperature, °C* | **Pr. (pressure):** *in psi (1 kg-f/cm$^2$= 14.22 psi)* | **OD:** *Outside diameter, in.* |
| **BHP:** *Bottom hole pressure, psi (pound per sq. Inch)* | **Bit Nozzle:** *inch/32* | **ID:** *Inner diameter, in.* |
| **MW (in ppg):** *MW (in sp. Gr.) x 8.33* | **GPM:** *Gallons per minute* | **CON IN/OUT:** *Conductivity of Mud* |
| **Visc.:** *Viscosity* | | |
| ***All depths are to be reported in meter and measured from KB/RT.*** | | |

# Directorate General of Hydrocarbons

**(Under Ministry of Petroleum & Natural Gas (MoPNG)**

**Government of India (GoI)**

**Amended (Version 1)**

## Request for Proposal

## For

## Upgradation of National Data Repository of DGH

## on Cloud Platform

## GeM Tender no. GEM/2024/B/4675043

**OIDB Bhawan,**

**Plot No 2, Sector 73,**

**Noida - 201301**

**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, Technical and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DGH in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DGH, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DGH accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The DGH, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The DGH also accepts 'no liability' of any nature, whether resulting from negligence or otherwise whatsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The DGH may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the DGH is bound to select or appoint a Bidder for the Project and the DGH reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DGH, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DGH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**Table of Contents**

# Contents

## Abbreviations & Definitions

### 1.1.    Abbreviations

For the purpose of this RFP, the following table gives the terminologies used and the reference to/ definition of these terminologies.

| SI | Terminology | Reference to/Definition |
|----|-------------|-------------------------|
| 1. | BOM | Bill of Material |
| 2. | BC | Business Continuity |
| 3. | BOQ | Bill of Quantity |
| 4. | CBM | Coal Bed Methane |
| 5. | CRS | Coordinate Reference System |
| 6. | Cr. | Crores |
| 7. | DC | Data Centre |
| 8. | DGH | Directorate General of Hydrocarbons |
| 9. | DIC | Digital India Corporation |
| 10. | DR | Disaster Recovery |
| 11. | DSF | Discovered Small Fields |
| 12. | DSC | Digital Signature Certificates |
| 13. | EMD | Earnest Money Deposit |
| 14. | E&P | Exploration and Production |
| 15. | E&P Object | A generic reference to well, well log, survey, 2D Seismic line, 3D Seismic volume, concession (block), field, etc. |
| 16. | FAT | Final Acceptance Test |
| 17. | GoI | Government of India |
| 18. | GSI | Geological Survey of India |
| 19. | GST | Goods and Service Tax |
| 20. | HELP | Hydrocarbon Exploration Licensing Policy |
| 21. | HoD | Head of Department |
| 22. | HQ | Head Quarters |
| 23. | HRAM | High Resolution Aero-Magnetic |
| 24. | HW | Hardware |
| 25. | INR | Indian Rupee |
| 26. | ISP | Internet Service Provider |
| 27. | ISO | International Organization for Standardization |
| 28. | LKM | Line kilometre |
| 29. | MeitY | Ministry of Electronics and Information Technology |
| 30. | ML | Mining Lease (that is, active producing blocks) |
| 31. | MMT | Marine Magneto-Telluric Data |
| 32. | MoP&NG | Ministry of Petroleum and Natural Gas |
| 33. | MT | Magneto-Telluric Data |
| 34. | NDR | National Data Repository for Upstream Oil & Gas Sector. |

| 35. | NELP | New Exploration Licensing Policy |
|-----|------|--------------------------------|
| 36. | NGRI | National Geophysical Research Institute |
| 37. | NIC | National Informatics Centre |
| 38. | NIO | National Institute of Oceanography |
| 39. | NOC | National Oil Company |
| 40. | OALP | Open Acreage Licensing Policy |
| 41. | OBC | Ocean Bottom Cable |
| 42. | OEM | Original Equipment Manufacturer as defined in IFB |
| 43. | OIDB | Oil Industry Development Board |
| 44. | OIL | Oil India Limited (NOC) |
| 45. | ONGC | Oil and Natural Gas Corporation Ltd. (NOC) |
| 46. | O&M | Operations and Maintenance |
| 47. | OPEX | Operational Expenditure |
| 48. | OSDU | Open Sub surface Data Universe |
| 49. | PBG | Performance Bank Guarantee |
| 50. | PDC | Primary Data Centre |
| 51. | PDMS | PDMS (Production Data Management System) is an in-house developed web based application with Oracle as backend database for online entry of production related data of crude oil & natural gas etc. |
| 51A | DDMS | DDMS (Drilling Data Management System) is an in-house developed web based application with Oracle as backend database for drilling data (Drilling daily progress report, Monthly report etc). |
| 52. | PEL | Petroleum Exploration License |
| 53. | PSC | Production Sharing Contract |
| 54. | PSU | Public Sector Undertaking |
| 55. | QA/QC | Quality Assurance / Quality Control |
| 56. | QOS | Quality of Services |
| 57. | RFP | Request for Proposal |
| 58. | RMS | Root Mean Square |
| 59. | RSC | Revenue Sharing Contract |
| 60. | SDC | Secondary Data Centre |
| 61. | SKM | Square kilometres |
| 62. | SLA | Service Level Agreement |
| 63. | SOW | Scope of Work |
| 64. | SW | Software |
| 65. | TAC | Technical Assistance Centre |
| 66. | TCV | Total Contract Value |
| 67. | TD | Target depth |
| 68. | TPA | Third Party Agency |
| 69. | UI | User interface |
| 70. | UKOOA | UK Offshore Operators Association |

*Table 1: Abbreviations*

### 1.2. Definitions

The definitions of various terms that have been used as part of this RFP are as follows:

1. **"Adverse Effect"** means material adverse effect on

    (a) the ability of the selected bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
    (b) the legal validity, binding nature, or enforceability of this Agreement.

2. **"Agreement"** means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement.
3. **"Approval"** as it relates, means written approval of DGH.
4. **"Authorized Representative / Competent Authority"** shall mean any person authorized by either of the parties i.e., Bidder and Purchaser.
5. **"Bidder"** means a registered Company or a consortium of registered Companies (maximum 2 Companies as members including lead consortium) offering the solution(s), services and/or materials in the RFP. Bidder can be sole Bidder or Consortium. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency" or "Vendor" or "selected bidder", on whom purchaser places Work Order for Delivery of services.
6. **"Certificate of Completion"** means certificate issued by DGH to the Bidder/Contractor stating that the jobs/works assigned has been successfully completed by the Bidder/Contractor as per scope of work covered in the contract document.
7. **"Contract"** shall mean the Work Order placed by purchaser on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
8. **"Contractor"**: The eligible Contractor that will build, populate and operate the NDR 2.0 at DGH, pursuant to this tender and the acceptance of eventual Contract.
9. **"Contract Duration"** shall have the same meaning as Contract Period
10. **"Control"** means, in relation to any business entity, the power of a person to secure

    (a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
    (b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of

more than one half of the assets, or of more than one half of the income, of the partnership

11. **"Date of Commencement of Work"** means the date on which the initial mobilisation is completed in all respects and Bidder/ Contractor is ready to commence Work as per the contract provision (Certified by the purchaser's representative).

12. **"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

13. **"DGH Representative"** means representative from DGH, NDR

14. **"DR Centre/Secondary Data Centre"** refers to the Disaster Recovery Centre for National Data Repository (NDR 2.0).

15. **"Existing National Data Repository (NDR 1.0)"** refers to the data management setup of M/s Halliburton which is currently functional at DGH.

16. **"E&P Data Repository"** shall mean Corporate Data Repository for Exploration & Production data

17. "**Financial Year (FY**)" period from 1st of April till 31st of March of subsequent year.

18. **"Initial Contract Period**" shall mean the Initial period for which the contract is awarded, excluding any optional extensions.

19. **"IT Services"** include Software (Mobile and Web) development, Testing, DevOps, NOC & SOC Operations, Infra, Application Monitoring and Helpdesk/ Support Services

20. **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order, or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.

21. **"LoI"** means Letter of Intent, which shall constitute the intention of the purchaser to place the Purchase/Work Order with the successful bidder.

22. **"Log curve"** shall mean: Measured or computed properties of formations and fluids, plotted along the depth of the wellbore (e.g., GR, SONIC).

23. "**Log run"** shall mean: The logging activity that corresponds to a logging service, over a set wellbore interval (e.g., RUN 1, RUN 2), creating one or more Log Curves. Normally given a service name by the logging Contractor (e.g., DLL-MSFL, FDC-CNL, etc.)

24. **'Log/Well log"** shall mean: The complete data set that is acquired by wire line or MWD methods, includes all the acquired log curves

25. **"Material Breach"** means a breach by the selected bidder of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

26. **Microservices based Architecture** means a type of application architecture where the application is developed as a collection of services. It provides the framework

to develop, deploy, and maintain microservices architecture diagrams and services independently.

27. **"National data repository (NDR)'** A National Hydrocarbon Exploration & Production data bank of a Country.

28. **"New National Data Repository (NDR 2.0)"** refers to the new complete data management setup required as per Scope of Work of this Tender document.

29. **"NDR Participant"** shall mean: Operating Companies/agencies that subscribe to NDR (producing, as well as exploration companies) and other entities that DGH permits

30. **"Operator"** means: Holder of E&P licenses pursuant to the award of a PEL, ML, or a nominated block, who is also responsible for all activities related to the license.

31. **"Parties"** means Purchaser and selected bidder for the purposes of this Agreement and "Party" shall be interpreted accordingly.

32. **"Proposal / Bid"** means the Pre-Qualification, Technical and Financial bids submitted for this project against this RFP.

33. **"Purchaser"** shall mean Directorate General of Hydrocarbons (DGH).

34. **"Purchaser Data"** means all proprietary data of the NDR, or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the selected bidder obtains, possesses, or processes in the context of providing the Services to the users pursuant to this agreement.

35. **"Repeat Section"** An additional log run over a short section of the wellbore (for which a log run is being executed), in order to calibrate the logging tools and check for potential problems

36. **"RFP"** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DGH in respect of the RFP.

37. **"Services"** means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed, and operated by the selected bidder including the tools of information and communications technology.

38. **Serverless Application** architecture - is an approach to software design to build and run services without having to manage the underlying infrastructure

39. **"Selected/Successful Bidder"** means who is winning the bid post passing all evaluations criteria mentioned in the below RFP.

40. **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered.

41. **"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.

42. **"Stakeholders"** means Purchaser or its nominated agencies, citizens, employees etc.

43. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

44. **'Well'** Collective name given to one or more holes (wellbores) drilled from the "same" surface location. References to "well" include all its "wellbores"

45. **"Wellbore"** One of the holes for a given well. Each wellbore of the well has a unique identifier

46. For the purpose of this Tender **Subsidiary** and **Affiliate** shall have the same meaning. Also, Co-subsidiary and Sister-Subsidiary shall have the same meaning.

47. Wherever applicable **SOR**, **BOQ**, **Schedule of Rates** shall mean **Price Schedule**.

2.   **Invitation to Bid**

Directorate General of Hydrocarbons invites responses ("Proposals"/ "Bids") to this Request for Proposal ("RFP") from eligible Bidders for "Upgradation of National Data Repository of DGH on Cloud Platform".

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested bidders may visit GeM portal at **https://gem.gov.in,** and **https://dghindia.gov.in** , **https://dic.gov.in** for RFP.

Any subsequent corrigendum/clarifications shall also be made available on URL. Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

Bidder shall be selected under procedures described in this RFP.

Bidders may send their pre-bid queries in the format and time as specified in this RFP.

### 3. Fact Sheet

| S. No. | Key Information | Details |
|---|---|---|
| 1 | Assignment Title | Upgradation of National Data Repository of DGH on Cloud Platform |
| 2 | Purchaser | DGH, MoPNG |
| 3 | Location | Noida |
| 4 | Term | Please refer Para 13.6.11 below. |
| 5 | Date of Publish | As specified in GeM Bid Document |
| 6 | Last Date of Submission of Pre-bid Queries | **08.03.2024**<br>Send queries to: <sristi.jallan@dghindia.gov.in><br>**cc: hodmm@dghindia.gov.in**<br>As per **Section 16.1.1 (Template 1: Format for Pre-Bid Query submission)** |
| 7 | Final submission | As specified in GeM Bid Document |
| 8 | Technical Presentation | To be informed later |
| 9 | Opening of Financial Bids | To be informed later |
| 10 | Address for Communication | Directorate General of Hydrocarbons (DGH)<br>OIDB Bhawan, Plot No 2, Sector 73,<br>Noida - 201301<br>e-mail – hodmm@dghindia.gov.in |

## 4. Project Background

### 4.1. About DGH National Data Repository

The Directorate General of Hydrocarbons (DGH) was established in 1993 under the administrative control of Ministry of Petroleum & Natural Gas through Government of India Resolution. Objectives of DGH are to promote sound management of the oil and natural gas resources having a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.

Out of the several responsibilities with which DGH has been entrusted with, the management of the National E&P data is one of them. E&P data, the ownership of which lies with the Government of India, is a national asset. As per the Petroleum and Natural Gas (Amendment) rules 2006, every E&P operator in India is obliged to provide free of cost all data earlier obtained or to be obtained as a result of petroleum operations in the country to the Central Govt. or its designated agency. The E&P data policy as issued by MoP&NG in 2017 further stipulates the framework for Data assimilation, disclosure, sharing, accessibility & Dissemination through National Data Repository (NDR). The policy has identified DGH as the agency for the submission of such data.

**NDR (National Data Repository) :** A huge volume of data acquired by Public & Private companies/operators and other agencies/contractors over more than several decades of E&P activities was hitherto lying scattered at different work centres of ONGC, OIL, and DGH or held by the respective operating companies. This necessitated creating at the national level an establishment capable of assimilating, preserving, and disseminating a vast amount of data that could be organized and regulated for use in future exploration & development activities, besides being of use for R&D by educational Institutions/Govt bodies. With this objective, Govt. of India by an order dated 28.02.2014 initiated the formation of the National Data Repository (NDR) under the aegis of the Directorate General of Hydrocarbons (DGH) in Noida.

The turnkey contract for the "Build, Populate and Operate" model for National Data Repository (NDR) was awarded to M/s Halliburton Offshore Services in March 2014. After initial setup and data loading, the NDR was formally launched to the public on 28th June 2017. Presently, the Primary Data Centre of the National Data Repository is operational from 5th Floor, OIDB Building, Sector – 73, NOIDA, Uttar Pradesh- 201301, India with its Disaster Recovery Centre being located at STPI, Gothapatna, P.O Malipada, Bhubaneswar, Odisha, India. The NDR digital platform provides reliable exploration and production data with seamless access and online data management. It is a one-stop solution for all the E&P data requirements. NDR is the key enabler of OALP & DSF bid rounds under the HELP regime. The freedom of E&P operators to carve

out blocks of their interest and size is facilitated by the E&P data provided by NDR under the new OALP/HELP policy regime.

The applications included in the existing NDR system are 'Petrobank-MDS' and 'Recall' for seismic and well data management respectively. 'Team Workspace (TWS)' application is being used as front-end portal for showcasing the NDR 1.0 data. All these are proprietary application software from M/s Halliburton. "Troika" is being used for seismic data quality control and data read/write with tape drives like LTO-5, LTO-6, IBM 3592-E07 and IBM 3592 – E08. An onsite Halliburton technical team, consisting of 16 personnel, are engaged in providing services related to data loading, system & workflow management, preventive & breakdown related services for critical hardware, including maintenance of utility equipment like UPS, AC etc.   Personnel from DGH's NDR team are also involved in the workflow process related to QC/data validation/approval etc. during data loading/ unloading/user access etc.

The existing NDR also has Physical Data Room equipped with graphic intensive workstations to facilitate detailed visualization & interpretation of the Oil and Gas data by prospective E&P operators during the OALP and DSF rounds, as well as by DGH's internal team. These graphic workstations having visualization & interpretation capability for the data residing in NDR 1.0 use specialized software like 'Decision Space Geo-science (DSG)' from M/s Halliburton and 'Petrel' from M/s Schlumberger in addition to other similar software from M/s. Emerson Paradigm for seismic data processing and well log data viewing. Presently NDR 1.0 has the following Application Software and data in the system:

(a) Details of Application Software with perpetual licences

- Petro bank package for 9 users includes – MDS Base, Post Stack Seismic, Pre-Stack Seismic, Well Log, Prod Server, Arch Server, Power Explorer, TWS, Recall Version 5000.8.3.12, OEM: Landmark Halliburton

- Troika Midi (3.4.2), Minima 2D (3.4.1), Minima 3D (3.4.1), Magma (5.6.0) – 01 Suite, OEM: Troika International.
- Microfocus Data Protector Version: A.11.00, OEM: MicroFocus

(b) **Online data which is loaded in the Petrobank-MDS Database and Recall Database:**  The approximate volume of online data comprising of seismic, Gravity magnetic, well Log and various reports is around 95 TB details of which are given in **Table – 10 : Data Volumes**.

(c) **Offline data in Tapes and other media:** This is Approximately 3.5 – 4 Petabytes (PB) of Raw/Pre-Stack seismic data which is presently managed in tape-based system. DGH has already initiated the process of archiving these tapes to external USB HDD, each with capacity of 8 TB. The purchaser is also arranging (through

another separate tender) for transferring these 3.5 – 4 Petabytes (PB) offline data, in 8 TB external USB HDD, to cloud storage.

**Snapshots of Existing NDR 1.0 Portal**
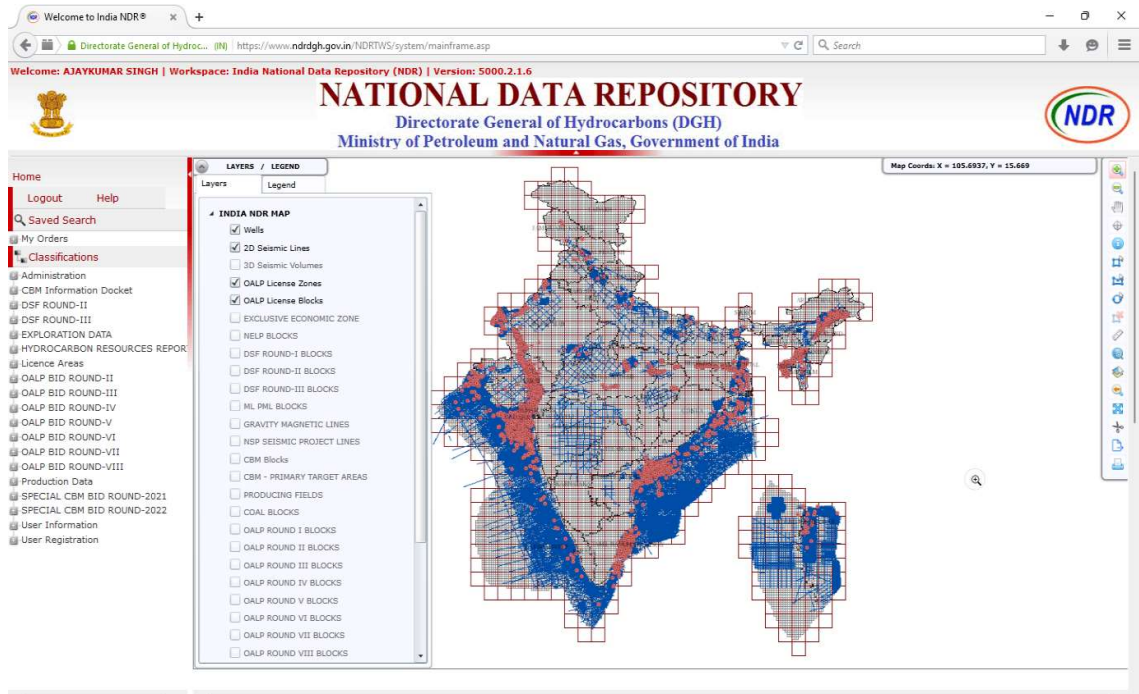
**Snapshots of Existing NDR 1.0 Website**



DGH has engaged Digital India Corporation (DIC) as the Project Management Consultant (PMC) for the "Upgradation of National Data Repository of DGH on Cloud Platform."

(Digital India Corporation is a not-for-profit Company set up by Ministry of Electronics and Information Technology (MeitY), Govt. of India, under Section 8 of Companies Act 2013.

Digital India Corporation (DIC) leads and guides in realizing the vision, objectives, and goals of the Digital India program. It provides the strategic support to Ministries/Departments of Centre/States for carrying forward the mission of Digital India by way of Capacity Building for e-Governance projects, promoting best practices, encouraging Public-Private Partnerships (PPP), nurturing innovation and technology in various domains. To ensure autonomy and

viability of the organisation in the long run, DIC, will also collaborate and mobilise partnerships with the industry, to evolve revenue-based models for service delivery.

To undertake these functions, Digital India Corporation will attract talent and resources both from government and market. The judicious mix of talent will ensure that Government is equipped with a broad spectrum of resources for successful design of Digital India related projects

The division has created a niche for itself in taking the technologies from lab to land and "IT for Masses". The division has strength and 16+ years of experience in understanding the needs of the field, conceptualization, project formation, development & deployment of technologies / products & services. The division has demonstrated decent capabilities in identifying the potential of certain technologies reasonably early. The technologies, developed by the division, have received a lot of recognition as evident from numerous National & International awards it has received.)

**4.2.** **Purpose of the Bid**

This Bid document is being floated for selection of an Application Software OEM / System Integrator for upgrading the existing National Data Repository (NDR 1.0) and hosting it on a cloud platform.

**The broad reason regarding requirement of NDR 2.0 is:**

(a) Existing contract is coming to end and the hardware and other infrastructure needs to be replaced.
(b) Setting up of Virtual data Rooms for anytime/anywhere/any device access of NDR data to achieve larger global footprint.
(c) Raw/Pre-Stack seismic data stored offline to be ingested through application for effective and contact less data delivery.
(d) Majority of No-Go area opened for E&P activities, potentially generating large volume of E&P data.
(e) Application stack needs improved features and better user experience to meet industry expectations and effectively powering E&P Bid Rounds.

## 5. Instructions to Bidders

### 5.1. General

1. The interested service providers have to submit the tender through GeM portal.
2. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, selected bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
3. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the selected bidder will be treated as contractually binding on the bidder.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by the Purchaser. Purchaser may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of Purchaser.
5. This RFP document is non-transferable.
6. The RFP should not be used to market the bidder's product or services.
7. This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

### 5.2. Compliant Proposals / Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed

to have been done after careful study and examination of the RFP document with full understanding of its implications.

2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

    (a) Include all documentation specified in this RFP
    (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
    (c) Comply with all requirements as set out within this RFP.


## 5.3.    Pre-Bid Queries & Clarifications

### 5.3.1.    Pre-bid queries

1. The Bidders will have to ensure that their pre-bid queries should reach the email ID of the purchaser on or before the Date as mentioned in **Fact Sheet, Section 3** of this document.
2. Any requests for clarifications after the indicated date and time may not be entertained by the purchaser.
3. The queries should necessarily be submitted in the format mentioned in **Section 16.1.1 (Template 1: Format for Pre-Bid Query submission)**


### 5.3.2.    Responses to Pre-Bid Queries

1. The purchaser will endeavour to provide a timely response to all queries. However, purchaser makes NO representation or warranty as to the completeness or accuracy of any response; nor does purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be published on the GeM portal and DIC/DGH Portal.
2. At any time prior to the last date for receipt of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) and clarifications to the queries from all bidders will be posted on the GeM portal and DIC/DGH Portal.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the purchaser may, at its discretion, extend the last date for the receipt of Proposals.

### 5.4. Key Requirements of the Bid

### 5.4.1. Right to Terminate the Process

1. The Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the purchaser. The bidder's participation in this process may or may not result in the purchaser selecting the bidder to engage towards execution of the contract.

### 5.4.2. Submission of Proposals

1. Two bid system will be followed for this RFP for arriving at the L-1 bidder. The Two bids to be submitted by bidders on GeM portal are:
(a) Pre-Qualification (PQ) & Technical Bid and
(b) Financial Bid
2. The bid response of the Bidder is to be submitted and uploaded on GeM Portal against this RFP.
3. The bids are to be submitted electronically on GeM portal on or before the last date of proposal submission. Bids received in any other form will NOT be accepted and may lead to rejection of the bid.
4. This RFP process will be administered through the GeM portal. The bidders are required to submit soft copies of their bids electronically on the GeM portal. The bidders are required to enrol on the GeM portal.
5. The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted on GeM portal as mentioned below-

*Table 2: Proposal Sections*

| Sl. | Bid covers | Bid submission |
|---|---|---|
| 1 | Documents Required-<br>● Bid Security Declaration<br>● Power of attorney<br>● Consortium documents (If applicable)<br>● Integrity Pact | Scanned copy to be uploaded on GeM portal. |
| 2 | Pre-qualification (PQ) & Technical bid | To be uploaded on GeM portal |
| 3 | Financial bid including breakup as per the price schedule | To be uploaded on GeM portal |

7. The contents of the bids should be as under-

*Table 3: Bid Submission Format*

| Sl | Document Name | Contents | Submission on GeM Portal |
|---|---|---|---|
| 1 | • Bid Security Declaration<br>• Power of attorney<br>• Consortium documents (If applicable)<br>• Integrity Pact | Scanned copy to be uploaded on GeM portal. | Yes |
| 2 | Pre-qualification (PQ) & Technical bid | a) Covering Letter, **Section 16.4.1: Form CP 1**<br>b) Consortium Summary, **Section 16.5.1** (Consortium bids)<br>c) Consortium Agreement, **Section 16.5.2** (Consortium bids)<br>d) Letter of Consent by Consortium Member, **Section 16.5.3** (Consortium bids)<br>e) Pre-Qualification Proposal as per **Section 6.2.1: Pre-Qualification Criteria** along with the required supporting documents/forms specified at **Annexure II: Pre-Qualification Proposal Format**.<br>f) Technical Proposal as per **Section 6.2.2: Technical Evaluation Criteria** along with the required supporting documents/forms specified at **Annexure III (Technical Qualification Proposal Format).**<br>g) Duly signed Commercial Proposal Format (Bill of Material) **with all  price fields left blank**, **Section 16.4.2**<br>h) Non-Disclosure Agreement (NDA), **Section 16.1.3: Template 3**<br>i) Undertaking (no conflict of interest), **Section 16.1.5: Template 5**<br>j) Application Software Compatibility on cloud **Section 16.1.6: Template 6**<br>k) Undertaking by Bidder, **Section 16.1.9: Template 9**<br>l) Checklist of all documents submitted. | Yes |

| 3 | Financial bid | a) Commercial Proposal as per the required supporting documents/forms specified at **Annexure IV: Commercial Proposal (CP) format**<br>b) Check list of all documents submitted | Yes |
|---|---|---|---|

*Note:*

1. Please note that prices must not be indicated in the Pre-qualification & Technical bid and must only be mentioned in the Financial bid. If Bidder mentions the price in its Pre-qualification & Technical bid then the bids of such bidders will be summarily rejected by Purchaser.

2. The Pre-qualification & Technical bid should be complete documents and should be in single PDF documents. All the pages of the bid must be indexed properly as per the requirement in RFP and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats/template given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of the Purchaser.

3. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.

4. The Bidder should try to submit the proposal well before the last date to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.

5. Each document submitted by the bidder such as Pre-qualification & Technical Proposal and Commercial proposals must be duly signed by the authorized signatory as per **Section 5.6 - Authorized Signatory and Authentication of Bids.**

6. The originals of the documents submitted by the bidders shall have to be produced by the bidder(s) to DGH as and when asked for.

7. Bidders should note that DGH may verify authenticity of all the documents/ certificate/ information submitted by the bidder(s) against the tender.

## 5.5. Preparation and Submission of Proposal

### 5.5.1. Proposal Preparation Costs

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

2. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 5.5.2. Language

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

### 5.5.3. Late Bids

1. Bids received after the due date and the specified time, for any reason whatsoever, shall not be entertained.
2. The bids submitted by any other mode except GeM portal will not be accepted.
3. Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
4. Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### 5.5.4. Bid Security/ Earnest Money Deposit

The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in **Section 16.1.4 (Template-4: Bid Security Declaration)** of this RFP and shall be liable as per the declaration.

### 5.5.5. Bid Validity

Bids must remain valid up to **180 (One Hundred & Eighty) days** from the last date of submission of the Bids. Purchaser may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

### 5.6. Authorized Signatory and Authentication of Bids

The "Authorized Signatory" shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer (Owner/ MD/ Director/ Company Secretary) or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution. The power of attorneys/board

resolution of the Bidder must be submitted along with the proposal.

### 5.7. Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of Purchaser and will not be returned after opening of the bid proposals. Purchaser is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. Purchaser shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### 5.8. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid.
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form.
5. The Proposal is received after the due date and time.
6. The Proposal is not accompanied by all the requisite documents and prescribed format.
7. The Proposal is submitted without the bid security declaration as per the format specified in the RFP.
8. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
9. The commercial proposal is enclosed within the technical or any other proposal or vice-versa.

### 5.9. Confidentiality

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

**5.10. Purchaser's right to accept/reject any or all proposals**

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to assign a reason thereof or inform the affected Bidder(s) of the grounds for Purchaser action.

**5.11. Consortiums**

1. The Lead Consortium Member and all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered without permission of DGH.

2. The Lead Consortium along with all other members of the consortium shall be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)

3. Without prejudice to point written above for the purposes of fulfilment of its obligations as laid down under the Contract where purchaser deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between purchaser and the Consortium and would be accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.

4. All payments shall be made by the purchaser in favour of the Lead Consortium Bidder. Purchaser in its sole discretion may keep the entire amount on hold due to non-performance.

**6. Evaluation Process and Criteria**

**6.1. Evaluation Process**

After the due date of bid submission, Purchaser shall open each of the bid proposals of bidders on GeM Portal. For the purpose of bid opening and proposal evaluation Purchaser may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

### 6.1.1. Pre-Qualification & Technical Evaluation

1. Purchaser shall open all documents mentioned in **Section 6.2 (Evaluation Criteria).** In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.

2. The Pre-Qualification (PQ) proposal MUST contain all the documents mentioned in the RFP. Each of the applicable Pre- Qualification conditions mentioned in **Section 6.2.1 (Pre-Qualification Criteria)** is MANDATORY. In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.

3. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and **Section 6.2.1 (Pre-Qualification Criteria)**. A checklist must be created with proper page-wise indexing of all supporting documents.

4. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Section 6.2.2 (Technical Evaluation Criteria).**

5. Purchaser will review the technical proposals of the bidders to determine whether the technical proposals are substantially responsive. Bidder's Proposals that are not substantially responsive are liable to be disqualified by Purchaser.

### 6.1.2. Commercial Evaluation

1. The Financial Bids of only the qualified bidders (qualified in Pre- Qualification & Technical evaluation) will be opened.

2. If a Bidder quotes NIL charges / consideration for the bid, the bid shall be treated as unresponsive and will not be considered.

3. **In the Financial bid, Section 16.4.2 Commercial Proposal Format (Bill of Materials), Sub-Total(A) of Section A (Excluding taxes), should not exceed 15% of the Total bid Cost (Excluding taxes) (D). Any bid not complying with this would be liable for rejection.**

4. Any conditional bid would be rejected.

5. Only fixed price Financial bids as per **Section 16.4 Commercial Proposal Format** will be considered for the commercial evaluation. Quantities (Estimated Units) and items/services as mentioned are primarily for the purpose of financial evaluation of the bids. There is no commitment from Purchaser regarding the minimum guaranteed quantity or that the items/services will be utilized.

6. The bid price shall include all taxes, duties and levies and shall be in Indian Rupees only, bids in other currency is liable to be rejected.

## 6.2. Evaluation Criteria

The overall objective of this evaluation process is to select the capable and qualified bidder for "Upgradation of National Data Repository of DGH on Cloud Platform"

1. Purchaser shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.

   For Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

2. Purchasers may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals during the evaluation process.

3. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.

4. Purchaser reserves the right to check / validate the authenticity of the information provided in the Pre-qualification criteria, Technical and Commercial Evaluation and the requisite support must be provided by the Bidder.

5. The below mentioned Pre-Qualification Criteria are applicable to all bidders

### 6.2.1. Pre-Qualification Criteria (PQC)

1. Pre-Qualification Proposal will be evaluated first as per the criteria mentioned in this section and only those bidders who qualify the requirements will be eligible for the next set of Technical Proposal evaluation. **Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria (PQC)** and **Technical Qualification criteria (TQC) will not be opened.**

2. The purchaser will evaluate the **Pre-Qualification** requirement based on the Pre-Qualification Qualification criteria (PQC) **Table – 4** and the supporting documents/forms as per **Section 16.2 (Annexure II (Pre-Qualification proposal Qualification Proposal Format)).**

3. Definitions of key terms relating to pre-qualification criteria are given below-

| Term | Definition |
|---|---|
| Net worth (Consolidated) | As defined in Indian companies act 2013 |
| Turnover | As defined in Indian companies act 2013 |
| Financial Year | The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year. |
| Accounting Year | The 12-month period commencing from the 1st day of January of any calendar year and ending on the 31st December of the same calendar year. |
| Auditor | Auditor shall mean the Statutory Auditor of a company/ bidder. |

4. **Local Content :** Only Class-I and Class-II Local suppliers as per Purchase Preference (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent orders/ Notifications issued by concerned Nodal Ministry for specific services, if any, will be eligible to bid.

Whether or not the bidders want to avail Purchase preference benefits under PPP-MII Policy, against this tender the following must be submitted by the bidder at the bidding stage:

(a) The Bidder shall submit an undertaking from the authorised signatory of the bidder along with the bid, stating that the bidder meets the mandatory minimum Local Content requirement, and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Template – 10A**]

(b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content. [Format enclosed as **Template – 10B**]

* In case the Bidder is a Consortium of Companies, the Consortium shall maintain the mandatory local content as mentioned above.

5. Each of the applicable Pre- Qualification conditions mentioned **Table – 4 (Pre-Qualification Criteria - PQC)** of this section is MANDATORY.  In case the Bidder does not meet any one of the applicable conditions, the bid will be disqualified.

**Table – 4: Pre-Qualification Criteria (PQC)**

| Sl | Requirements | Compliance (Yes/No) | Evidence to be submitted |
|---|---|---|---|
| 1.0 | **Bidder shall be either:** | | |

| 1.1 | The OEM of the offered Seismic and/or Well Data Repository Application Software OR it's Parent OR Ultimate Parent OR Subsidiary OR Co-Subsidiary of any tier of the same Group Company.<br><br><br>**OR** | | Documentary evidence in support of these shall be submitted in the form of:<br>a) Declaration(S) from the Original Equipment Manufacturer (OEM)of the offered Seismic and or/well Application Software, or the authorised representative of the OEM, certifying that they are the OEM of the offered application software and hold/own the Intellectual Property (IP)rights for the application software. |
| 1.2 | **A consortium of**<br>(a) The OEM of the offered Seismic and/or Well Data Repository Application Software **OR** its Parent or Ultimate Parent **OR** Subsidiary **OR** Co-subsidiary of any tier of same Group Company<br>**AND**<br>(b) System Integrator of the offered National Data Repository (NDR) solution. | | b) In cases where the bidder is a parent Or Ultimate Parent Or Subsidiary Or Co-Subsidiary of any tier of the same Group Company: Documentary evidence regarding Existence of relationship between the Bidder and the OEM in the form of copies of Memorandum of Association/Article of Association/ Article of Incorporation/ Declaration by Authorised representative of the company (viz. Company Secretary)/certificate issued by the practising Chartered Accountant with membership number.<br>c) In case of Consortium, documentary evidence with regards to Consortium as mentioned in **Section 6.2.1, Table- 4, Sl 2.11** below |
| 2.0 | Experience of the Bidder | | |
| 2.1 | The Bidder shall have the experience of successful installation and commissioning of at least one National Data Repository (NDR), handling Seismic data, during the last 10 (Ten) years, reckoned from the | | a) Experience requirement as mentioned may be either through single/multiple Contracts.<br><br>b) Documentary evidence in respect of experience must be |

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| | last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity. | | submitted along with the techno-commercial bids in the form of copies of relevant Contracts@ (clearly mentioning the nature of work done) along with copies of any of the following documents in respect of satisfactory execution of each of those contracts:<br><br>**For Completed Contracts:**<br>Completion Certificate issued by the owner (Containing Client name, Contractor's name, contract value, contract duration/ start date/completion date, extension letters (if any), brief scope of work, LoA/contract details) OR any other documentary evidence that can substantiate the satisfactory completion of each of the contracts cited above. |
| 2.2 | The Bidder shall have the experience of successful installation and commissioning of at least one National Data Repository (NDR)/ Exploration & Production (E&P) Data Repository, handling Well data, during the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity. | | |
| 2.3 | Bidder should have cumulative experience of at least 3 (Three) years in Operating and/or Maintaining and/or Managing, any National Data Repository(s) (NDR), handling Seismic data in the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity.<br><br>Ongoing contracts having satisfactory completion of minimum duration as per above clause shall also be considered as executed for evaluation purpose. | | **For On-going Contracts:**<br>Execution/Installation status supported by successful Go-live document/UAT document / Monthly reports/Minutes of Meetings/ Review meeting reports signed by authorised signatory from contractor and client end. OR any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.<br><br>Note: @In case the Bidder (including individual consortium members) claims inability to share the contract document on account |

| 2.4 | Bidder should have cumulative experience of at least 3 (Three) years in Operating and/or Maintaining and/or Managing, any National Data Repository(s) (NDR) and/or E&P Data Repository(s) handling Well data, in the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity<br><br>Ongoing contracts having satisfactory completion of minimum duration as per above clause shall also be considered as executed for evaluation purpose. | | of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement of oversees Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no. / designation etc.<br><br>In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the affidavit is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. |
| 2.5 | The Seismic Application Software OEM should have its Data Repository Solution(s) running for cumulative three years in any National Data Repository(s), handling Seismic Data, in last 10 (Ten) years, reckoned from the last date of original bid submission. | | |
| 2.6 | **Eligibility criteria, in case bid is submitted on the basis of technical experience of another Company [Supporting Company]** - (only if applicable)<br><br>In case the Bidder or individual consortium members (hereinafter referred to as Borrowing Company) on its own is not meeting the technical experience criteria against above, the Borrowing Company may quote based on the experience of another | | The following documentary evidence Agreements/ Guarantees/ Undertakings should be submitted along with the techno-commercial bid:<br><br>a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered |

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| 2.6.1 | company (hereinafter referred to as Supporting Company). In such a case:<br>***The supporting company should be either:***<br>a) The Parent/ultimate Parent Company, holding more than fifty percent of the paid-up share capital of the *Borrowing Company* either directly or through intermediate subsidiaries.<br>OR<br>b) A subsidiary company, whose more than fifty percent of the paid-up share capital is being held by the *Borrowing* Company either directly or through immediate subsidiaries.<br>OR<br>c) A co-subsidiary of any tier of the same group company as that of the Borrowing Company, provided the co-subsidiary and Borrowing Company have a common/parent ultimate parent/holding company, holding their more than fifty percent of the paid-up share capital, either directly or through intermediate subsidiaries. | | Accountant, with membership number, regarding existence of such a relationship between the Borrowing Company and the Supporting Company.<br><br>b) Agreement(s) between the Borrowing Company and the Supporting Company **(Form PQ2)**. The Agreement should be valid till the end of the Defect Liability Period.<br><br>c) Guarantee(s) from the Supporting Company **(Form PQ3)** for fulfilling the obligation under the Agreement. The Guarantee should be valid till the end of the Defect Liability Period.<br><br>d) Undertaking(s) from the Supporting company to provide an additional Performance security **(Form PQ4),** equivalent to 50 % of the amount of the Performance security which is to be submitted by the successful Bidder (Leader of the consortium in case of consortium bids). Moreover, the said undertaking shall include a declaration stating that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by Supporting Company shall also be invoked by the purchaser due to non-performance of the contractor.<br><br>**Note [Applicable for para (c) & (d) above]:**<br>• In case the Supporting Company is unable to submit the above |
| 2.6.2 | The *Supporting Company* should on its own meet the experience and should not rely for meeting the experience criteria through any other arrangement. | | |

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| | | | Guarantee, the same may also be submitted by the common/ ultimate parent of the Bidder and Supporting Company, provided the guaranteeing common/ ultimate parent holds more than fifty percent of the paid up share capital of both Bidder and Supporting Company. |
| | | | • In cases where the Performance Security, as per clause above, is to be provided by a foreign based company which does not have Permanent Establishment in India, the Borrowing Company can furnish the Performance Security referred in para (d). In such case the Borrowing Company shall furnish an undertaking that their foreign based entity is not having any Permanent Establishment in India in terms of Income Tax Act of India. |
| | | | • Notwithstanding anything hereinabove mentioned in para (d) & (e), the total additional Performance security, which is to be submitted by Guaranteeing Company(s) against the technical experience borrowing for individual Bidder or individual Consortium member, shall in no case exceed 50% of the amount of Performance Security which is to be submitted by the successful Bidder. |
| 2.7 | Work executed for its own organization/ Parent / Ultimate Parent / Subsidiary / Co-subsidiary of any tier of same | | -- |

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| | Group Company cannot be considered as experience for the purpose of meeting PQC. | | |
| 2.8 | Members of the consortium are not allowed to quote separately/ independently against this tender through another Bid as individual bidder or as part of another consortium. Also, members of consortium are not allowed to offer their services as a Sub-Contractor to any other Bidder. All such bids received will be summarily rejected.<br><br>Further all bids from parties with same Parent / Ultimate Parent / Subsidiary / Co-subsidiary will be rejected. | | --- |
| 2.9 | It shall be the Bidder's responsibility to ensure that the documents submitted in support of experience as required under PQC criteria are clear and adequate. | | --- |
| 2.10 | For clause regarding experience, the reckoned period shall be the period prior to the date of last date of original bid submission of this tender. | | --- |
| 2.11 | **The following requirements must be satisfied by those Bidders who are bidding as a Consortium:**<br><br>a) Each member of the consortium shall be a registered company. | | (a) Documentary evidence in the form of Copy of Certificate of Registration/ Incorporation, Details of registered office(s) along with address and valid documentary proof of established office.<br><br>(b) The Certified copies (attested by Director/Company |

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| | b) The members of consortium shall decide a Leader of consortium | | Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium Leaders and member) agreeing to entering into such consortium with each other for submission of bid for the Tender and authorising designated executives of each company to sign in the MOU. |
| | c) The leader of the consortium must submit bid on behalf of consortium of bidders. Tender specific Memorandum of Understanding (MOU) between the consortium members, duly executed by the CEOs or authorized representative of the consortium members, must accompany the bid | | (c) **The following provisions shall have to be incorporated in the Memorandum of Understanding MOU executed by the members of the consortium**: |
| | d) The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by the Indian Embassy in that Country. | | (i) Name of the Leader of the consortium and authorizing the leader for signing and submission of Bid on their behalf. |
| | | | (ii) Members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. |
| | | | (iii) Role/scope of work of each partner/member |
| | Note: In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the MOU / Agreement are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. | | (iv) All members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract. |
| | | | (v) The leader of the consortium on behalf of the consortium shall coordinate with purchaser during the period the bid is under evaluation as well as during the execution of works, in |

e) the bid shall be digitally signed by the authorized representative of the leader of the consortium. **The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid**.

f) The bid security declaration shall be in the name of the leader of the consortium on behalf of consortium.

g) The performance security shall be in the name of the leader the consortium on behalf of the consortium.

h) The leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document.

i) Document/details pertaining to qualification of the bidder attached with the bidding documents must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the consortium members.

(vi) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium.

(vii) The leader of consortium shall have unconditional acceptance of full responsibility for performance of the contract.

(viii) The division in scope of work among Consortium Members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. Both Members of the Consortium shall assume responsibility jointly and severally and shall define the scope and responsibility of each member.

(ix) In case of award, the MOU shall be kept valid till the end of the Defect Liability Period, including extension, if any.

(x) The Consortium Leader and the distribution of work will be identified and set forth in the MOU. This will not be permitted to change thereafter without the consent of the purchaser.

(xi) No change in project plans, time-tables or pricing will be permitted as a consequence

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| | | | of any withdrawal or failure to perform by a Consortium Member. |
| | | | (xii) Any correspondence exchanged with the leader of consortium shall be binding on both the consortium members. |
| | | | (xiii) Payment shall be made only to the leader of the consortium towards fulfilment of the contract obligation. |
| | | | (xiv) If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection. |
| | | | (xv) **Signing of contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely. |
| 3.0 | Acceptance of Terms and Conditions of the Tender | | The Bidder must submit an undertaking along with their techno-commercial bid that all instructions and conditions of the said tender document as well as the instructions contained in the website of the e-tender are |

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| | | | acceptable to them unconditionally. |
| 4.0 | Bidder has not been blacklisted during the last 5 years, reckoned from the last date of original bid submission. | | Submit an undertaking **(Form PQ5)** by an authorized official of the bidder that, the Bidder has not been blacklisted during the last 5 years, reckoned from the last date of original bid submission. |
| 5.0 | The Sole Bidder or in case of a consortium the Lead Bidder, shall be a company registered under Indian Companies Act, 1956 (or as amended) and have registered office(s) in India since the last 3 years, reckoned from the last date of original bid submission. | | Documentary evidence in the form of Copy of Certificate of Registration/ Incorporation, Details of registered office(s) of Sole Bidder or Lead Bidder (in case of consortium) in India (along with address) and valid documentary proof of established office since last 3 years, reckoned from the last date of original bid submission. |
| 6.0 | **Financial eligibility criteria:**<br><br>a) The average annual turnover of the Bidder in the preceding 3 (Three) Financial/Accounting Years, reckoned from the last date of original bid submission, should not be less than ₹ **170 Million** or $ **2.0** Million (1USD=₹ **82**)**.**<br>b) Net worth of the Bidder must be positive for the preceding 3 Financial/ Accounting years, reckoned from the last date of original bid submission.<br><br>**NOTE (A)**<br>(Applicable In case Bidder is a Consortium)<br><br>(i) Average Annual turnover, as per value specified in **Section 6.2.1, Table- 4, Sl 6.0 (a)** above, shall be | | For Proof of Annual Turnover & Net worth, the following documents /photocopy must be furnished.<br><br>a) A Certificate issued by the Statutory Auditor/ Practising Chartered Accountant (not necessarily a statutory auditor) certifying the Annual Turnover and Net worth **(Form PQ6).**<br>b) Audited Balance Sheet and Profit & Loss account<br>c) In case bidder does not have the audited financial statements for the last financial year/ accounting year, they may submit audited financial statements pertaining to previous three consecutive financial/ accounting years along with an undertaking. **(Refer Section 6.2.1, Table- 4, Sl 6.0, Note B.ii))** |

collectively met by the Consortium companies.

(ii) The lead bidder of the Consortium shall have an Average Annual turnover of not less than of 50 (fifty) per cent of the value specified in **Section 6.2.1, Table-4, Sl 6.0 (a)** above.

(iii) The other member of the Consortium shall have an Average Annual turnover of not less than of 25 (Twenty-Five) per cent of the value specified in **Section 6.2.1, Table- 4, Sl 6.0 (a)** above.

(iv) The net worth of individual consortium members should be positive for the preceding financial/ accounting year, reckoned from the last date of original bid submission.

(v) Each consortium member shall meet the respective financial criteria, as mentioned above, on their own and shall not rely for meeting the criteria through any other arrangement.

**NOTE (B):**
(Applicable for all Bidders)

(i) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet

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| | and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the FBIL rate declared by Reserve Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.<br><br>(ii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the last date of original bid submission/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/ notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/ accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be | | |

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| | considered, provided **the bidder submits an undertaking in support of the same along with their technical bid**. | | |
| 7.0 | **Eligibility criteria, in case bid is submitted on the basis of financial criteria of another Company [Supporting Company]**<br><br>In case the bidder (**not bidding through consortium arrangement**) on its own is not meeting the above financial criteria, the financial criteria of the Parent / Ultimate Parent may be considered. In such case, the supporting Parent / Ultimate Parent should be holding more than fifty percent of the paid -up share capital of the bidder either directly or through intermediate subsidiaries.<br><br>In that case as the bidder (**not bidding through consortium arrangement**) is dependent upon the financial strength of its parent/ultimate parent, the bidder should enclose the required documents as mentioned, along with the techno-commercial bid. | | a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number, regarding existence of such a relationship between the bidder and the Parent / ultimate parent.<br><br>b) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent.<br><br>c) Documents proving that Net worth of the parent/ultimate parent company is **positive** for the preceding financial/ accounting year.<br><br>d) Corporate Guarantee of parent/ultimate parent **(Form PQ7)** by the authorized officials. |

### 6.2.2. Technical Evaluation Criteria

1. Technical proposal will be evaluated for those bidders who meet the pre-qualification criteria (PQC).
2. The purchaser will evaluate the Technical Proposals based on the Technical Qualification criteria (TQC) and the supporting documents/forms as per Section **16.3 (Annexure III (Technical Qualification Proposal Format)).**

3. Bid should be complete in all aspects covering entire scope of work and should completely fulfil the technical specifications indicated in the bid document. Incomplete and non-conforming bids will be rejected outright. To support the compliance, the bidder shall submit **Compliance to Scope of Work (Form TQ2)** along with technical catalogues/ literatures (wherever applicable).

4. Purchaser will evaluate the Technical Proposals of the bidders to determine whether the Technical Proposals are substantially responsive. Proposals of Bidders that are not substantially responsive are liable to be disqualified by Purchaser.

5. Each bidder, whose Technical Proposal is determined to be substantially responsive, would then be assigned technical score (referred as TS) based on the criteria set forth in the **Table – 5:** Technical Qualification Criteria (TQC).

6. Bidders who fulfil all the technical compliance and secure a minimum of 70 marks out of 100 marks in the Technical Qualification Criteria (TQC) would be declared as **Technically qualified** and shall qualify for financial / commercial evaluation.

**Table – 5: Technical Qualification Criteria (TQC)**

| Sl No | Evaluation Criteria | Max. Marks | Document required |
|---|---|---|---|
| 1 | Years in Business as Geological & Geophysical (G&G) Data Management Service Provider (Oil & Gas), as on last date of bid submission.<br><br>– 3 years but less than 5 years: **10 Marks**<br>– 5 years or more : **12 Marks** | 12 Marks | (a) The copy of Certificate of Incorporation/Certificate of Registration should be submitted along with any other document<br><br>(b) Additional document (as required) which will substantiate the claim related to nature of business |
| 2 | Number of Client Installations where the offered* Seismic Data Management Application Software has been supplied and commissioned, in last 10 years, as on last date of bid submission.<br><br>– Minimum 2 No.: **10 Marks**<br>– 3 Nos or more : **13 Marks**<br><br>*For the purpose of marking, previous versions or on-prem versions of the solution will also qualify.* | 13 Marks | Client Certification OR Contract copy/ work order copy along with completion certificate. |

| | | | |
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| 3 | Number of National Data Repository (NDR) where the offered* Seismic Data Management Application Software has been supplied and commissioned in last 10 years, as on last date of bid submission.<br><br>– 1 (One) Project : **5 Marks**<br>– 2 (Two) Projects or more : **10 Marks**<br><br>Note:<br>* For the purpose of marking, previous versions of the solution shall also be considered. | 10 Marks | Client Certification<br>OR<br>Contract copy/ work order copy along with completion certificate |
| 4 | Experience of managing National Data Repository (NDR) having Seismic data, in last 10 years, as on last date of bid submission.<br><br>– Minimum 1 No.: **5 Marks**<br>– 2 Nos. or more: **10 Marks** | 10 Marks | 1. For ongoing projects:<br>Client Certification<br>OR<br>Contract copy/ work order copy along with any other document from client which substantiates ongoing work.<br><br>2. For completed projects:<br>Client Certification<br>OR<br>Contract copy/ work order copy along with completion certificate. |
| 5 | Licensing Model:<br><br>a) Seismic data management solution offered:<br><br>– User based/Concurrent users: 1 Marks<br>– No User restrictions: 2.5 Marks<br><br>b) Well data management solution offered:<br><br>– User based/Concurrent users: 1 Marks<br>– No User restrictions: 2.5 Marks | 05 Marks | OEM certification |

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| 6 | Application Architecture of the offered NDR Application Software:<br><br>– Serverless Architecture: **5 Marks**<br>– Micro services enabled: **5 Marks**<br>– Should have the capability to transfer data into OSDU compatible format: **5 Marks** | 15 Marks | OEM certification |
| 7 | NDR Application Software solution offered by the Bidder<br><br>– Includes full G&G Interpretation and visualisation capabilities: **5 Marks**<br><br>– Includes AI/ML based capabilities for Seismic and Well data analytics and data insights: **5 Marks**<br><br>**Note:** Without any additional cost implication to NDR for complete duration of contract. | 10 Marks | OEM certification |
| 8 | Experience of Geological & Geophysical (G&G) data management in an NDR, in last 10 years, as on last date of bid submission.<br><br>– Post stack Seismic data > 50 TB: **3 Marks**<br>– Raw/Pre-Stack Seismic data through application > 4 PB: **3 Marks**<br>– Number of Wells > 12000: **4 Marks**<br><br>**Note:**<br>(a) Data type managed (Viz. Post stack seismic/Pre-Stack seismic/Well) can be across single or different NDRs.<br>(b) Summation of individual data type (Viz. Post stack seismic/Pre-Stack seismic/Well) handled across different NDRs will not be allowed. | 10 Marks | Client Certification/ Information in Public domain |
| 9 | **Presentation**<br><br>- Understanding of existing NDR: **3 Marks**<br>- Overview of proposed solution: **3 Marks**<br>- Data Migration strategy: **3 Marks**<br>- Project Team experience: **3 Marks** | 15 Marks | |

| | - Roadmap to implement OSDU Data Platform: **3 Marks** | | |
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**Note:**

(a) Credentials of Bidder's Parent or Ultimate Parent OR Subsidiary OR Co-subsidiary of any tier of same Group Company may also be considered subject to documentary evidence being submitted by the bidder regarding existence of such a relationship between the Bidder and the concerned company in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number, is submitted.

(b) In case of consortium, higher of the individual marks obtained by the consortium members shall be considered.

(c) It shall be the Bidder's responsibility to ensure that the documents submitted in support of Technical Qualification Criteria (TQC) are clear and adequate.

(d) Purchaser may verify any of the services claimed by the application OEM, during the process of evaluation.

(e) In case the Bidder (including individual consortium members) claims inability to share the contract document on account of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on nonjudicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement of oversees Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/Contact no. / designation etc.

(f) In case of involvement of overseas bidder/ consortium partner, from countries that have signed the Hague Legislation Convention, 1961, the affidavit is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

### 6.2.3. Commercial evaluation criteria

1. The Financial Bids of only Technically qualified bidders will be opened. Bidders need to provide their Financial bid as per the format provided in the RFP **Annexure III: Commercial Proposal (CP) format)**

2. In case only one bidder qualifies after the technical evaluation, Purchaser will have the right to select the single qualified bidder or cancel the RFP.

3. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. The bid price shall

include all taxes, duties and levies and shall be in Indian Rupees and mentioned separately.

4. **Restrictions on Procurement from a Bidder of a Country which shares Land Border with India:**

Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

**4.1** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

**4.2** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**4.3** "Bidder from a country which shares a land border with India" for the purpose of this Order means:

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**4.4** The beneficial owner for the purpose of Clause 4.3 above will be as under:

**4.4.1** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

(a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company:

(b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

**4.4.2**   In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

**4.4.3**   In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

**4.4.4**   Where no natural person is identified under (4.4.1) or (4.4.2) or (4.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**4.4.5**   In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**4.5**   An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**4.6**   The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Section 16.1.9 (Template 9: Undertaking by Bidder)** in this respect is to be submitted by the bidder.

5.   Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

6.   Any conditional bid would be rejected.

7.   Financial Bids that are not as per the format provided in respective sections / clauses of the RFP shall be liable for rejection.

8.   Evaluation of bids: Evaluation will be made on the basis of FOR Destination i.e DGH Noida office

9.   If there is any discrepancy/calculation mistake between the unit price and Net amount, unit price will prevail, and Net Amount shall be corrected.

10. The Bidder's Inter-se ranking shall be on the basis of the Total Evaluated Bid Price (L-1 Bidder). The Total Evaluated Bid Price as worked out as per aforesaid provision shall be considered based on the rates quoted by the bidder in the Schedule of Rates (SOR).

11. In case bidder takes exception to any clause of the bid document, which is not covered under PQC criteria, then purchaser has the discretion to reject or load the offer on account of such exceptions if the bidder does not withdraw/modify the deviation when/as advised by purchaser. The loading so done by purchaser shall be final and binding on the bidders.

## 7. Service Level Requirements

### 7.1. SLAs & Penalties

The purpose of Pre-defined Service Level Agreement (SLA's) is to ensure quality and standards of operation and specify performance criteria that shall be adhered to by the selected bidder during the Operation & Maintenance period of the project (and extended period of project as applicable).

### 7.2. Definitions applicable for SLA and Penalty:

1. **Actual Uptime** means, the aggregate number of hours in the month during which the individual service is available for use by DGH.

2. **Downtime** means, the aggregate number of hours in the month during which the individual service is unavailable for use, by DGH excluding Scheduled Maintenance Time.

3. **Scheduled Maintenance Time** means the aggregate number of hours in the month during which the individual service, is unavailable for use by DGH, due to Preventive & Scheduled Maintenances, subjected to prior approval from purchaser.

4. **Monthly Payment** means the total amount payable in the particular month (excluding GST), for all services rendered by the Contractor under this contract (except for item covered under A1 & A2 of price bid), before application of any deductions.

### 7.3. Service Level Availability (SLA)

Availability = [(Actual Uptime + Scheduled Maintenance Time) / Total No. of Hours in the Month] x 100
**Note:**

1. The Bidder will be required to plan and schedule all "Preventive & Scheduled Maintenance" well in advance and preferably during off-business hours. Necessary document (showing objective, expected time duration and Risk involved/Mitigation plan) regarding the proposed Preventive & Scheduled Maintenance shall be submitted to the purchaser for prior approval.

2. All major version upgrade will be carried out with prior consultation, proper planning, and concurrence of the purchaser. The time taken for these version upgrade(s) would be excluded from downtime calculation (i.e., will be treated as uptime). Bidder/contractor shall make all-out effort to carry out the major version upgrade during off-business hours and in the shortest possible time.

3. Any Downtime due to situation(s) which is not attributable to Bidder/contractor, shall not be considered as Downtime.

### 7.4. Helpdesk & SLA Monitoring Tool

1. The application contractor shall provide (a) A common Helpdesk Tool for management of service related tickets and (b) A common SLA Monitoring Tool for managing the SLAs, for all services related to NDR2.0 services i.e. for - Application services, Cloud IT services, On-Premises IT Hardware Service and leased line.

2. The application contractor shall be responsible for the proper functioning of the Tool and shall provide all necessary assistance to the other service providers of NDR 2.0 for ensuring proper integration with the common Helpdesk & SLA Monitoring Tool.

3. All service related Tickets shall be registered through this channel, for reporting service related problems. Recording of time shall commence from the time of registering the ticket and shall end when the problem is rectified, and the service is available to the user. The Support/Helpdesk tickets shall be categorized under 3 (Three) categories i.e., High, Medium, and Low. Necessary trigger alerts through email/SMS shall be automatically sent to the email address/Mobile number of the service provider (based on configuration of the required information).

4. Access to the common Helpdesk & SLA Monitoring tool shall be provided by NDR 2.0 contractor to the other service providers of NDR 2.0. There shall not be any Financial/Commercial implications related to integration/utilising/accessing the common Tool by other service providers of NDR 2.0.

5. Application contractor will be responsible for SLAs and resolution of Tickets which are covered under his scope of work.

### 7.5.    Application of Penalty

1. The Service Level Availability (SLA), which the Application contractor needs to fulfil during the Operations & Maintenance period of the NDR 2.0 Contract is mentioned in **Table – 6A and 6B** below.

2. Penalty shall be levied for not meeting each SLA.

3. For the sake of clarity, the following are highlighted:

    (a) For ex: For SLA1 if the penalty to be levied is 7% of the Monthly Payment then 7% of the Monthly Payment is deducted from the total of the Monthly Payment bill and the balance paid to the Contractor.

    (b) If the penalties are to be levied in more than one SLA, then the total applicable penalties are calculated and deducted from the total of the Monthly Payment bill and the balance paid to the Contractor. i.e., say SLA1 =7% of the Monthly Payment, SLA12=10% of the Monthly Payment, SLA17=2% of the Monthly Payment then Amount to be paid = Total Monthly bill – (19% of the Monthly Payment)

    (c) In case multiple SLA violations occur due to the same root cause or incident, then the SLA that incurs the maximum penalty will be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.

### 7.6.   Monthly Service Level Availability

1. The Service Level Availability (SLA) requirement which needs to complied to by the Application contractor is given in **Table – 6A** below. The table shows the Service Level Objectives and corresponding Parameters, Service Levels requirements, Measurement period and applicable Penalties for breach of SLAs. The SLAs will be calculated on Monthly basis.

**Table – 6A: Service Level Availability (SLA)**

| Sl | Service Level Objective | Parameter | Service Level Requirement | Measurement Period | Penalty | |
|---|---|---|---|---|---|---|
| SERVICE AVAILABILITY | | | | | | |
| The below mentioned SLAs shall be calculated based on 100% availability of Cloud infrastructure and Security System | | | | | | |
| 1. | Availability of Application Services | Availability of Services of (a) GIS based portal (b) Data | Availability of each individual service **>=98.5%** | 24 Hrs x 365 days basis | >=98% to <98.5% | 3% of the Monthly Payment |
| | | | | | >=97.5% to | 5% of the Monthly |

| Sl | Service Level Objective | Parameter | Service Level Requirement | Measurement Period | Penalty | |
|----|----|----|----|----|----|----|
| | | Management Suite (c) Website | | | <98% | Payment |
| | | | | | <97.5% | 10% of the Monthly Payment |
| 2. | Disaster Recovery | Application RTO | 24 hours | During Disaster and DR Drill | Penalty of ₹ 10 Lakhs per violation. | |
| | | Application database RPO | 24 hours | 24 Hrs x 365 days basis | Penalty of ₹ 10 Lakhs per violation | |
| | | DR Drill | Successful and timely DR Drill | During DR Drill | Penalty of ₹ 10 Lakhs per violation.<br><br>*Exception: Where the Drill Is impacted or delayed due to reasons not attributable to the Contractor, and the Contractor has Informed the purchaser about the same, with proper evidence.* | |
| **SECURITY** | | | | | | |
| 3. | Security Management | Bidder shall:<br>● Adhere to the approved Security policy<br>● Ensure No Security breach including Data Theft / Loss / Corruption | 100%, for each individual service | 24 Hrs x 365 days basis | Full Compliance. | No Penalty |
| | | | | | Non-Compliance<br><br>*(Subject to Root Cause Analysis validation)* | 3 % of the Monthly Payment for every day of delay in resolving## the security issue. |

| Sl | Service Level Objective | Parameter | Service Level Requirement | Measurement Period | Penalty | |
|---|---|---|---|---|---|---|
| | | • Ensure detection, prevention & protection against Security Incidents (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement) | | | | *##Shall mean restoration of the system to its original state prior to the Security breach/Incident* |
| 4. | Security Audits | Bidder shall ensure timely VAPT Audits with fixing of vulnerabilities within 15 days of the submission of report by auditor. | 100%, for each individual service | 24 Hrs x 365 days basis | Full Compliance. | No Penalty |
| | | | | | Non-Compliance *(Subject to Root Cause Analysis validation)* | 1% of the Monthly Payment for every day of delay. |
| 5. | Manpower Resource Management | Unauthorized absence of manpower | Refer technical scope **Section 13.10** | Assigned Working schedule | For each day of unauthorized absence of manpower, the penalty will be 1.2 times of the daily manpower rates for that particular category | |

2. In addition to the SLA requirements as mentioned in **Table – 6A** above, additional Service Level Availability (SLA) **Table – 6B** below shall be applicable for those SLAs

which are not covered under Table – 6A above. The Table shows the applicable category with the corresponding Response time and Resolution time, along with applicable Penalty in case of a breach in the SLA. The SLAs will be calculated on Monthly basis.

**Table – 6B: Service Level Availability (SLA)**

| Category | Criteria | Response Time | Resolution Time | Penalty beyond resolution time |
|---|---|---|---|---|
| High | The system is unable to be used for normal business activities and no viable workaround is available | 1 Hour | 12 Hours | Category – High: 1% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment. |
| Medium | Business activities are continuing, but there is a problem with a part of the system. Viable workaround is available. | 4 Hour | 24 Hours | Category – Medium: 0.5% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment. |
| Low | A fault, which has little/no impact on normal business activities (e.g., beyond business hours/ Redundancy available/Viable Workaround available etc.). | 12 Hours | 96 Hours | Category – Low: 0.25% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time, subject to a maximum Penalty of 100 % of Monthly Payment. |

Note:

a) **Response Time:** Average Time taken to acknowledge and respond, once a ticket / incident is logged. This will be calculated for all tickets/ incidents reported within the reporting month, against that category.

b) **Resolution Time:** Average Time taken to resolve the reported ticket / incident from the time of logging. This will be calculated for all tickets/ incidents reported within the reporting month, against that category.

c) **Resolution Mechanism**: In case the contractor has any complaint(s) on the categorization of the registered ticket(s), the same may be put up by the contractor to the purchaser for resolution, within 7 days of the month end, with necessary

supporting justification(s). The final decision regarding categorisation of the registered Support/Helpdesk ticket(s) shall rest with the purchaser.

8. **Liquidated Damages**

In the event of the Contractor's default in timely mobilization and/or completion of work within the stipulated period as mentioned in **Section 14**, the Contractor shall be liable to pay liquidated damages, as given below, reckoned from the date after expiry of the scheduled period till the date of actual mobilization/completion.

Note: Liquidated Damages (LD) on account of delay mentioned under S.No (a), (b), (c), (d) and (e) below shall be applicable individually (in case of delay).

| Sl | Applicability | Applicable LD |
|---|---|---|
| (a) | Delay in **Completion of Initial Mobilisation** | At the rate of 0.5% of the **Total contract value** per week or part thereof of delay subject to maximum of 10% of the **Total contract value**. |
| (b) | Delay in Completion of **Go-Live.** | At the rate of 0.5% of the **Total contract value** per week or part thereof of delay subject to maximum of 10% of the **Total contract value**. |
| (c) | Delay in deployment of Contractor's O&M Personnel for **O&M services (after Go-Live)** of 5 Years, having provision of extension by 1 (one) year | At the rate of 0.5% of the **Total contract value** per week or part thereof of delay subject to maximum of 10% of the **Total contract value**. |
| (d) | Delay in Completion of **Acceptance of Secondary Data Center (SDC)/Disaster Recovery (DR)** in MeitY empanelled Data Center | At the rate of 0.5% of the **Total contract value** per week or part thereof of delay subject to maximum of 10% of the **Total contract value**. |
| (e) | Delay in Completion of **Raw/Pre-Stack data ingestion through application** (refer scope of work) | At the rate of 0.5% of the **Total contract value** per week or part thereof of delay subject to maximum of 10% of the **Total contract value**. |

**Note:**

(a) Total Contract value, for the purpose of calculation of Liquidated Damages (LD), shall be the Total contract value **excluding GST**.

(b) The total amount of liquidated damages on account of delay shall not exceed 10% of the total Contract value.

## 9. Award of Contract

### 9.1. Award Criteria

Purchaser will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive as per the process outlined in above **section 6.0 - Evaluation Process and Criteria** of this RFP.

### 9.2. Letter of Award

1. Prior to the expiration of the bid validity period, Purchaser will notify the successful bidder in writing or email through a letter of award.
2. The letter of award shall constitute the formation of the contract.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser may like to request the bidders to extend the validity period of the bid.

### 9.3. Contract Finalization

1. The purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
2. The Purchaser may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change based on the rates defined in the financial proposal.

### 9.4. Performance Bank Guarantee (PBG)

1. The Purchaser will require the successful bidder to provide **Performance Bank Guarantee (PBG)** of value equivalent to 3% of the total cost **of work order within 15 days** from the Notification of award issued to the concerned successful bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP.
2. The PBG should be valid for a period of 60 Days beyond the completion of the project including Extension/Warranty period.
3. In case the selected bidder fails to submit PBG within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the PBG in case the successful bidder fails to discharge their contractual obligations during the contract period or purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed contract.

4. The performance guarantee/security is to be submitted as per format indicated in **Section 16.1.2 (Template 2: Format for Performance Bank Guarantee)** of this RFP.

5. The PBG shall be recalculated on extension and the successful Bidder shall extend the same with new amount, as applicable.

## 9.5.   Signing of Contract

After the purchaser notifies the successful bidder that its proposal has been accepted, the purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between purchaser and the successful bidder.

## 10.   Payment Terms

1. Payment shall become payable only after **successful Go-Live**. Payment and Measurement for actual items/services and quantities utilized shall start from the date of successful "**Go-Live**" i.e. Any resources utilized upto "**Go-Live**" shall be to contractor's account.

2. Payment shall be made on **Quarterly basis** against the submitted **GST Invoice** by the contractor, based on actual items/services and quantities utilised.

3. SLA Penalties (if applicable) based on the Performance Requirements/SLA as per **Section 7**, will be deducted during the quarterly payment. However, monthly SLA calculation/reconciliation shall be done.

4. The Contractor's shall submit his **Quarterly GST Invoice** along with the following:

   (a) User Acceptance Test Certificate (UAT), jointly signed by Contractor, DIC and DGH NDR personnel *(This is to be submitted only with the 1st Invoice)*.

   (b) Go-Live certificate, jointly signed by Contractor, DIC and DGH NDR personnel *(This is to be submitted only with the 1st Invoice)*.

   (c) Contractor's Calculation Sheet for actual service and quantities utilized, jointly signed by Contractor and Purchaser.

   (d) Contractor's Calculation Sheet for SLA penalties including detailed SLA Report, generated from automated SLA monitoring tool, showing Service Level Objective, Service Level Requirements and actual Service Level Availability achieved, jointly signed by Contractor and Purchaser.

   (e) Contractor's Calculation Sheet for recoveries on account of Liquidated Damages on account of delay.

   (f) Manpower Attendance sheet signed by the contractor.

5. 100% Payment shall be payable against the invoices, subject to applicable recoveries and deductions (if any).

6. The contractor shall be entirely responsible for all taxes, duties, license fees etc., incurred in delivery of services to the Purchaser.

7. TDS shall be deducted as per the Government of India norms.

8. In case any extra payment for taxes is made to the contractor, it will be adjusted in the subsequent payments to the contractor by the Purchaser.

9. Payment shall be made only to the Individual bidder/Leader of the consortium towards fulfilment of the contractual obligation.

10. All payments due by Purchaser to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.

11. Subject to accomplishment of obligation of selected bidder and delivery of the solutions, deliverables, and services under this Agreement to the satisfaction of the Purchaser, the payment shall normally be made by the Purchaser within 30 (thirty) days from receipt of due, valid, correct, and undisputed invoice along with the supporting documents, provided the invoice is submitted in the timely manner.

12. Purchaser shall within 30 days of receipt of the GST Invoice(s) notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 45 days. This will not prejudice Purchaser's right to question the validity of the payment at a later date as envisaged.

13. The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the selected bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by the Purchaser under this Clause shall not entitle the selected bidder to delay or withhold provisioning of the Services.

14. Contractor warrants that notwithstanding changes made to the scope of work by Purchaser, the totality of the items in the price schedules (in the quantities specified) are necessary and sufficient to deliver the Scope of Work, in accordance with the technical specifications as provided.

15. Purchaser shall pay to Contractor, during the term of the contract, the amount due and calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Purchaser unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

16. Payment of any item shall not prejudice the rights of Purchaser to question the validity of any charges therein, provided Purchaser within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Purchaser questions.

17. The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

18. Contractor shall maintain complete and correct records of all information on which Contractor's Invoice(s) are based<u>, till completion of the warranty period of the project</u>. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

19. With-Holding of Payment

    (a) Purchaser may withhold or nullify the whole or any part of the amount of payment due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Purchaser from loss on account of: -

    (i)     For non-completion of jobs assigned as per the terms of the contract.
    (ii)    Contractor's indebtedness arising out of execution of this Contract.
    (iii)   Defective work not remedied by Contractor.
    (iv)    Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
    (v)     Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
    (vi)    Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
    (vii)   Damage to another Contractor of Purchaser.
    (viii)  All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

    (b) With-holding will also be effective on account of the following: -

    (i)     Order issued by a Court of Law in India.
    (ii)    Income tax deductible at source according to law prevalent from time to time in the country.
    (iii)   Any obligation of Contractor which by any law prevalent from time to time to be discharged by Purchaser in the event of Contractor's failure to adhere to such laws.
    (iv)    Any payment due from Contractor in respect of unauthorised imports.

    (c) When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

    (d) Notwithstanding the foregoing, the right of Purchaser to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

## 11. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

### 11.1. Warranty/Defect Liability Period and Remedy of Defects

1. The Contractor shall, without charge, replace, repair or rectify defective goods/ works/ services with similar or better goods/ works/ services free from defect. Any goods/ works/ services that is repaired/ replaced/ rectified by the contractor shall be delivered/ made available at Purchaser's premises without costs to Purchaser.
2. Warranty shall also include supply and installation of all the software updates and upgrades with its latest releases/ upgrades, if any, free of cost during the contract period, including extensions if any.
3. Any software/firmware updates and upgrades of supplied software, released during contract duration, must be supplied free of cost to Purchaser and installed on the relevant systems/ cloud, with due intimation to Purchaser.
4. Duration of warranty/ defect liability period shall extend **6 months beyond the contract period and extension(s),** if any

### 11.2. Guarantee and Performance Security:

1. All Guarantee(s) submitted as part of this tender shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations).
2. Performance Security furnished by the successful Bidder shall remain **valid for a period of 60 (Sixty) days** beyond the date of completion of all contractual obligation of the contractor including Defect liability period/ warranty obligations.
3. Before the bank guarantee is released, a "no claim certificate" shall be submitted by the contractor as per **Section 16.1.8, Template 8, No Claim Certificate**.

### 11.3. Subcontracting/Assignment:

1. Sub-contracting is allowed only for the support services of miscellaneous works. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract. Sub-contracting, if any, entered into by the bidder shall have to be intimated to Purchaser.
2. If at any point of time, Purchaser has observation(s) regarding the performance of the sub-contractor, the Contractor shall take cognizance of the issue(s) raised by Purchaser and initiate necessary action accordingly.

### 11.4. Confidentiality of Information:

1. Bidder (In case of consortium, all members of consortium) shall sign a non-disclosure agreement as per format given in this tender document with Purchaser at the time of LOA.

2. Bidder/Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information/data obtained during bidding/ implementation/ migration/ execution of the NDR 2.0 project and to take all reasonable steps to ensure that the Bidder/Contractor's personnel, and Sub-Contractors likewise keep such information confidential.

3. This obligation shall be kept in force even after the expiry of the contract period and until such information is disclosed by Purchaser.

4. The data received from Purchaser in soft and hard form or data generated during the course of NDR 2.0 contract shall be kept confidential and shall not be shared with anyone. Further, all NDR data shall be returned to Purchaser. The contractor shall give an undertaking that no NDR data has been retained either in full or in part by the contractor by way of copy or any other form, **Section 16.1.7, Template 7: Undertaking regarding Non-Retention of NDR Data**.

5. Security and safety of all NDR 2.0 data shall be the contractor's responsibility.

### 11.5. General Obligations of Bidder/Contractor:

Bidder/Contractor shall, in accordance with and subject to the terms and conditions of this Contract be governed by the following:

1. The Contractor must supply all necessary software for Primary Data Centre, Secondary Data Centre, including installation and configuration of software, maintenance, and training on the system as per the detailed scope of work. Installation & commissioning and migration of data from existing National Data Repository (NDR 1.0) to New National Data Repository (NDR 2.0) and integration of all the software shall be done by authorized personnel of the Contractor.

2. Bidder shall indicate version of the quoted software along with relevant detailed technical catalogues/brochures (hardcopy/softcopy). The Technical information provided along with bid should be sufficient to evaluate the material to be supplied.

3. The Bidder must quote all the items to ensure completeness of the list of deliverables in the offer for a fully functional system. However, if at the time of installation & integration of the system, it is found that some additional software items with licenses are required to complete the configuration, which were not included in the Bidder's original list of deliverables, then the Bidder/Contractor

shall supply such items to ensure the completeness of the configuration at no extra cost to the Purchaser.

4. Bidder/Contractor shall provide detailed description and functionalities of all modules to be provided as part of the software along with relevant technical catalogues/ brochures (hardcopy/softcopy). The Technical information provided along with bid should be sufficient to evaluate the software to be supplied.

5. The Bidder/Contractor must provide any intrinsic/additional module of their software which is not part of this tender but is essential for smooth functioning of the software.

6. Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the project.

7. Bidder shall be deemed to have satisfied themselves before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

8. Bidder/Contractor shall give or provide all necessary supervision for performance of the services during and after installation, commissioning and thereafter within the Operation and Maintenance period as Purchaser may consider necessary for the proper fulfilling of Bidder/Contractor's obligations under the contract

9. The Bidder/Contractor shall primarily and solely be responsible for obtaining any custom clearance, if the same is required, for importation into India of the Bidder/Contractor's items in connection with the execution of the work. Any demurrage in this process shall be at the Bidder/Contractor's cost.

10. The Contractor shall be fully responsible for any unauthorized imports or wrong declaration of goods and shall have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.

11. The Bidder/Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder/Contractor must take complete responsibility of all safety aspects during the entire execution of the project.

12. Bidder/Contractor shall observe such safety/pollution control regulations in accordance with acceptable practice and applicable Indian Laws, rules etc. Bidder/ Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, or any such dangerous occurrence. Bidder/Contractor personnel shall participate in safety drills conducted at DGH.

13. The Bidder/Contractor shall not make Purchaser liable to reimburse the Bidder/ Contractor for any statutory increase in the wage rates of its employees/labours.

Such statutory or any other increase in the wage rates shall be borne by the Bidder/
Contractor.

14. The Contract price shall remain firm and fixed during the execution of the Contract
and not subject to variation on any circumstances.

15. Notwithstanding any approval/concurrence given by Purchaser the responsibility
for meeting all aspects of the Scope of Work and SLAs shall rest with the Bidder/
Contractor.

## 11.6. Rights and Privileges of Purchaser

1. To check the Contractor's items before the commencement of installation and
commissioning. If they are not found in good order or do not meet specifications
as per the tender, or in case of non-availability of some of the Contractor's items
listed therein, the Contractor may not be allowed for commencement until the
Contractor has remedied such default.

2. To approve the choice of sub-Contractors for any essential third-party contract,
concerning materials, equipment and services to be rendered by Contractor. Sub-
contract may be entered into by Contractor only after Purchaser's approval.

3. To check, Contractor's mobilization status, receipt of materials, to inspect
Contractor's equipment and request for replacement thereof, if found in
unsatisfactory condition or not conforming to regulations or specifications.

4. To order suspension of operations while and whenever:

   - Contractor's personnel are deemed by Purchaser to be not satisfactory,

     or

   - Contractor's equipment does not conform to regulations or to the
     specifications laid down in the Contract.

     or

   - Contractor's equipment or practice is turning into a safety hazard, danger to
     personnel of Contractor/ Purchaser.

     or

   - Contractor fails to meet any of the provisions in the contract.

     or

   - shortage/inadequacy of personnel deployed at DGH Noida by the contractor.

     or

   - Contractor is found non-compliant to HSE requirements as per Safe Operating
     Practices or applicable laws.

### 12. General Conditions

### 12.1. Interpretations

In this RFP, unless otherwise specified:

1. A reference to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time.

2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders.

3. References to a "company" shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established.

4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity).

5. A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

6. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.

7. Any reference to a "day" (including within the phrase "business day") shall mean a period of 24 hours running from midnight to midnight.

8. References to a "business day" shall be construed as a reference to a day (other than Saturday, Sunday and Gazetted Holidays) on which DGH's Noida office is generally open for business.

9. References to times are to Indian Standard Time (IST).

10. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated, or supplemented at any time.

11. All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract.

12. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation.

13. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

14. References to "setup" include all the activities and tasks that are required to perform for Upgradation of National Data Repository of DGH on Cloud Platform,

excluding those which are the responsibilities of the purchaser and mentioned in **section 13.18**.

15. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified, or novated at the time of such reference.

16. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date.

## 12.2. Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

1. Furnishing by the Bidder, an unconditional, irrevocable, and continuing Performance Bank Guarantee for Contract Performance, of value, form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.

2. Obtaining all statutory and other approvals required for the performance of the Services under this Contract. Furnishing of such other documents as the Purchaser may specify.

3. The Purchaser reserves the right to waive any or all the conditions specified in **Section 12.2** above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

## 12.3. Representations & Warranties

The Bidder represents and warrants as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

1. The Bidder has the power and the authority that would be required to enter into this RFP and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this RFP and to provide services sought by Purchaser under this Document.

2. The Bidder is duly organized and validly existing under the laws of India, and has full power, capability, and authority to execute and perform its obligations under this RFP and other Documents and to carry out the transactions contemplated hereby.

3. The Bidder is a competent provider of a variety of information technology and business process management services.

4. The Bidder has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Document and to validly exercise its rights and perform its obligations under this document.

5. Bidder and its team have the professional skills, personnel, infrastructure, and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP.

6. The Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed, and created during the term of this RFP are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

7. The Bidder and its team shall use such assets of purchaser as purchaser may permit for the sole purpose of execution of its obligations under the terms of the RFP. It shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof.

8. The Bidder has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Document in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to purchaser's normal business operations.

9. This Document has been duly executed by it and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Document shall be legally valid, binding, and enforceable against it in accordance with the terms hereof.

10. Information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this RFP.

11. The execution, delivery and performance of this RFP shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, Document, arrangement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is bound or affected.

12. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this RFP or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this RFP.

13. The Bidder has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any

Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this RFP and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this RFP.

14. The Bidder has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this RFP.

15. To the best of the Bidder's knowledge, no representation by Bidder contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation not misleading and no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Document or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

16. The Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the Bidder has proposed to supply under this Document free from all claims, titles, interests, and liens thereon.

17. That the sub-contractor proposed and/or deployed by the Bidder meets the technical and financial qualifications.

18. That the representations made by the bidder in its Proposal and in this RFP are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Document and the RFP and unless purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Document.

### 12.4. Scope of Contract

1. Scope of the Contract shall be as defined in Section **13 (Scope of Work (SoW))** and Annexes thereto of this RFP.

2. If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions, or responsibilities were specifically described in this Contract.

3. The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of

Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Section **12.21 (Change Orders/Alteration/Variation).**

### 12.5. Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in **Section 7 (Service Level Requirements)** of this RFP.
2. If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

### 12.6. Commencement and progress

1. The Bidder shall be subject to the fulfilment of the condition's precedent set out in Section **12.2 (Conditions Precedent)**, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
2. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
3. The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract, Scope of Work & Service Specifications and that the Bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
4. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods.

### 12.7. Standards of Performance

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

### 12.8. Bidder's Obligations

1. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser

2. In addition to the aforementioned, Bidder shall perform the services specified by the 'Scope of work' requirements as specified in the tender and changes thereof. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender, and this Contract.

3. The Bidder shall arrange at the Data Centre site, at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract.

4. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

### 12.9. Bidder's Personnel

1. The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.

2. All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check (i.e Bidder's declaration along with report of 3rd party Agencies who carry out employee background check).  The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.

## 12.10. Project In-Charge

The Bidder shall always ensure that during the currency of the Contract a Project In-Charge acceptable to the Purchaser shall take charge of the Performance of the Contract. The Project In-Charge shall be assisted by Operations & Maintenance staff, Technical Support desk staff and other members of the team. The desired team composition required for execution of this contract has been provided under **Section 13 (Scope of Work (SoW)).**

## 12.11. Contract Administration

1. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
2. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
   (a) exercise all the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof

   (b) bind his or her Party in relation to any matter arising out of or in connection with this Contract.

3. The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
4. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

**12.12. Purchaser's Right of Monitoring, Inspection and Periodic Audit**

1. The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the solutions at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material, or any other information which it may require, to enable it to assess the progress of the Project.

2. The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other entity appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.

3. The Bidder shall always provide to the Purchaser access to the Site.

**12.13. Purchaser's Obligations**

1. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

2. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

3. Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved **within 15 days of the receipt** of the documents by the Purchaser.

4. The Purchaser shall approve all such documents as per above Clause

**12.14. Intellectual Property Rights**

1. Intellectual Property Rights (IPRs) are legal rights that protect creations and/or inventions resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.

2. No Transfer of ownership of any intellectual property should occur under this contract. The Bidder shall ensure that while it uses any software, HW, processes or material in the course of performing the service, the Bidder shall have no right to use in any manner the intellectual property of the purchaser without prior written authorization of the purchaser. the Bidder shall keep the Purchaser indemnified against all costs, expenses, and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.

3. The Bidder shall not issue any press release, interview or other public statement regarding this Document or the parties' relationship. The Bidder shall not use the name of the purchaser for any of its marketing or presentation activities. The Bidder shall be allowed to use the copyright, license (if any) required to deliver Services in terms and conditions of this RFP, which are required including the right to work on the system of purchaser. Neither of the parties shall publicly disclose the terms of this RFP without prior consent of the non- disclosing party.

4. Except Intellectual Property Rights of the Bidder and its licensors, Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such Documents/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

## 12.15. Document Ownership and Retention

1. The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.

2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

## 12.16. Equipment's Ownership

1. The Purchaser shall own the software licenses, processes, Documents, supplied by the Bidder during this Contract period.
2. However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder.

## 12.17. Indemnity

The Successful bidder agrees to indemnify and hold harmless to purchaser office, its officers, employee and agents ( each as "Indemnified Party") promptly upon demand at any time and from time to time from and against any and all losses, claims, damages, liabilities, costs ( including reasonable attorney's fees and disbursements) and expenses ( collectively, "losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way related to, or result from:

1. Any Mis-statement or any breach of any representation or warranty made by the Successful bidder or
2. The failure by the Successful bidder to fulfil any covenant or condition contained in this Document,
3. Including without limitation the breach of any terms and conditions of the Contract by any employee or agent of the Successful bidder. Against all losses or damages arising from claims by third Parties that any Deliveries (or the access, use or other right thereto), created by Successful bidder pursuant to this Contract, or any equipment, software, information, methods of operation or other intellectual property created by Successful bidder pursuant to the contract, or the SLA
   (a) infringes a copyright, trademark, trade design
   (b) infringes a patent issued, or
   (c) constitute misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (Collectively, "Infringement Claims").
4. Any compensation/claim or proceeding by any third party against purchaser arising out of any act, deed, or omission by the Successful bidder or
5. Claim filled by the workman or employee engaged by the Successful bidder of carrying out work related to this contract. For the avoidance of doubt, indemnification of Losses pursuant to carrying out work related to this contract. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

6. The amount of aggregate liability shall be maximum up to 100% of contract price.

## 12.18. Confidentiality

1. Both Parties understand that each may have developed or accumulated special techniques and proprietary information which may be employed to benefit the other Party under this Agreement. Unless stated elsewhere in this Agreement, both Parties agree that the Technical Information revealed by a Party under this Agreement is confidential and proprietary to the Party disclosing such information ("Disclosing Party") and shall not be disclosed by the other Party to any third party, or used for any purpose other than the Purpose, during the term of this Agreement without the Disclosing Party's prior written consent, unless such information:

   a) which is or thereafter becomes, through no fault of the Receiving Party, part of the public domain by publication or otherwise, or

   b) which the Receiving Party can prove was received by it from a third party as a matter of right and which no longer has any current restriction on disclosure, or

   c) which the Receiving Party can prove was developed by its agents or employees who did not have access or recourse to the Disclosing Party's technical information.

2. Confidential Information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the possession of the Receiving Party. Neither will a combination of features be deemed within the foregoing exceptions merely because individual features are in the public domain or in Receiving Party's possession, unless the combination itself is in the public domain or in Receiving Party's possession.

3. DELETED.

4. DELETED.

5. The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates, **Section 16.1.3, Template 3 : (Non-Disclosure Agreement (NDA)).**

6. The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser

7. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

### 12.19. Taxes

1. Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source

2. The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied, or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.

3. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Customs duty, Excise duty, VAT, all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered, and payments received by him from the Purchaser under the Contract. However, Bidder will recover all the Indirect taxes from purchaser on Actuals at the rate prevailing at the time of Billing and purchaser will also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required regarding the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

4. If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.

5. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

6. The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Agreement. All such taxes and duties must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)

7. Should the Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty as any such Tax Authority may assess or levy against the Purchaser.

8. The Purchaser shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

9. Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any increased in the direct cost, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company. Additionally, any upward change in the rates of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.

## 12.20. Warranty

1. A comprehensive on-site warranty and Annual Maintenance support on all goods/Services supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract.

2. Technical Support for software shall be provided by the respective OEM till the end of the contract period. The Technical Support should include all updates, upgrades and patches to the respective Software for the above stated period.

3. The Bidder warrants that the goods/Services supplied under the Contract are new, non-refurbished, unused, and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract. The Bidder warrants that the goods/Services supplied under this contract shall be of the reasonably acceptable grade and quality and consistent with the established and generally accepted standards for materials/Services of this type. The goods/Services shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods/Services, unless provided otherwise in the Contract, shall also be made available.

4. The Bidder further warrants that the Goods/Services supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture, or workmanship (except insofar as the design or material is required by the Purchaser's Specifications)

5. The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.

6. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods/Services or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

## 12.21. Change Orders/Alteration/Variation

1. The Bidder agrees that the system requirements/ quantities/ licenses/ specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser

   (a) Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by the Bidder without any time and cost effect to Purchaser

   (b) It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/Contract. Any upward revisions/additions of quantities, specifications, technical manpower, Service requirements to those specified by the Bidder in his bid Documents, these changes shall be carried as per mutual consent.

2. The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Goods/Equipment) the quantities, licenses and/or specifications of the Goods / Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.

3. The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of provisioning/supply of such Goods/Equipment or commencement of Services.

4. In case of increase in quantities/licenses/specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Goods/Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Goods/Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

5. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.

### 12.21.1. Conditions for Change Order

1. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical Representative directs in writing the Bidder to incorporate changes to the Goods or design requirements already covered in Contract (ii) the Purchaser or Purchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser

2. Any change order comprising an alteration which involves change in the cost of the Goods and/or Services (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

3. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates.

4. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review the Contract Value which shall

represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.

5. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in **Section 12.21 (Change Orders/Alteration/Variation)**

## 12.21.2. Procedures for Change Order

1. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative.

2. In case such a requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.

3. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

4. If it is mutually agreed that such a requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

5. Bidder shall study the revised requirement in accordance with the joint memorandum under above Clause (4) above and assess subsequent schedule and cost effect, if any.

6. Upon completion of the study referred to Clause (5) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works.

7. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order.

8. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

9. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.

10. If the Purchaser accepts the implementation of the Change Order in writing, which would be considered as Change Order, then Bidder shall commence to proceed

with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.

11. In case, mutual agreement under, i.e., whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated considering the records kept in accordance with the Contract.

12. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

### 12.21.3. Conditions for Revised Work / Change Order

The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

## 12.22. Termination

### 12.22.1. Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part, If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such

similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

### 12.22.2. Termination for Insolvency

Purchaser may at any time terminate the Contract to the selected proposer if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

### 12.22.3. Termination for Convenience

Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. Any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser.

If this termination clause is exercised by the purchaser, prior to the completion of Go-Live, compensation against any cost claimed to be incurred by the successful bidder as a part of initial arrangements for Go-live,  shall be paid to the successful bidder, based upon the actual work performed by the successful bidder and verified by the purchaser. Notwithstanding anything contained herein the bidder shall not be entitled to claim any compensation and/or  damages under this clause.

### 12.23. Liquidated Damages

Time is the essence of the Contract, and the delivery dates are binding on the successful Bidder. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

### 12.24. Transfer of Ownership

The Bidder must transfer all titles to the assets and goods procured for the purpose

of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed, and maintained by the Bidder.

## 12.25. Limitation of the Bidder's Liability towards the Purchaser

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser:
   (a) For any indirect or consequential loss or damage; and
   (b) For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

2. This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services. Limitation of liability, including for damage to Third Parties, shall be to the extent of 100% of the total cost of the project calculated up to and as on the date when such section / clause is required to be invoked.

## 12.26. Conflict of Interest

Successful bidder shall disclose to the purchaser in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for Successful bidder or Successful bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

## 12.27. Force Majeure

1. Force Majeure shall mean an event beyond the control of the Parties, and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
   (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods).
   (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.
   (c) rebellion, revolution, insurrection, or military or usurped power, or civil war.
   (d) contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or

other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

(e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or

(f) acts or threats of terrorism

2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.

3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

4. In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

5. In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure

6. In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated

## 12.28. Exit Management Plan

The successful bidder would be required to complete following activities:

1. This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies at least 180 days before expiry of the contract.
2. The bidder shall not delete any data for a period of **45 days** beyond the Expiry of the Agreement /Termination (*whichever is earlier*), without the express approval of the purchaser.
3. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the Purchaser.
4. Support and assist Purchaser for a period of 2 months to successfully deploy and access the services from the new environment.
5. Train and transfer the knowledge to Purchaser to ensure similar continuity and performance of the Services post expiry of the Agreement.
6. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Purchaser.

### 12.29. IT Act 2008

Besides the terms and conditions stated in this RFP, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (Amendment) and any amendments thereto (hereinafter referred to as ITA 2008).

### 12.30. Governing Law & Dispute Resolution

This RFP shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts of India in respect of any dispute or difference between them arising out of this RFP.

Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof shall be amicably settled between the parties by way of mutual talks or mediation, if the such dispute is not resolved mutually, then it shall be settled through arbitration in accordance with the laws of India. The place of arbitration shall be Delhi, India and the language of the proceedings shall be English.

## 13. Scope of Work (SoW)
### 13.1. Introduction

1. The broad scope of work covered as part of this RFP comprises of provisioning of required application software and operational support team, for setting up and Operating the National Data Repository (NDR 2.0) under DGH in a Cloud Platform. Provisioning of Cloud infrastructure, Cloud Security System, On-Premises IT

hardware and Lease line connectivity with CSP data centre is outside the scope of services of this RFP.

2. The NDR shall facilitate various data and information services required for bidding rounds of OALP, DSF, CBM, etc. Therefore, the requirement given in the Scope of Work regarding OALP, DSF, CBM, etc inter alia shall be fulfilled by the Contractor. Whether explicitly mentioned in the Scope of Work or not, the requirements of OALP, DSF, CBM, etc in NDR context are covering all requirements of handling of data services and managing information to facilitate OALP, DSF, CBM, etc. The scope of work that the Contractor is required to perform includes all components and services necessary to Build, Upgrade, migrate and operate the NDR 2.0 for and on behalf of the Purchaser (except provisioning for Cloud infrastructure, Cloud Security System, On-Premises IT infrastructure and Lease line connectivity with CSP data centre, which shall be provided by the purchaser). The price shall include costs of all the required software/software services, licenses, manpower, other services, migration of existing data and cost of all other items required for the delivery of the Scope of Work for the Contract.

3. Technologies, architectures, and services relevant to NDR2.0 are expected to evolve during the contract period. This means that the Contractor is expected to develop services in a way where new features, functionalities and improvements can be implemented over time. The Contractor should as such, not only have an innovative roadmap, but also base the solution on methods and standards for enabling continual improvement of NDR2.0. The purpose of implementing proper methods is to increase quality and development speed while simultaneously reducing risk and cost.

4. The Bidder is expected to understand the complete architecture of existing NDR 1.0 applications and processes necessary steps for smooth migration of applications and databases including interdependencies between applications and data. For this, bidders are advised to visit and examine the data centre locations (sites), at their own expenses, to obtain all information that may be necessary for preparing the bid. Failure to visit the site or failure to study the Bidding Documents will in no way relieve the successful bidder from furnishing any material or performing any work in accordance with the Bidding Documents.

5. It is the responsibility of the selected bidder to ensure delivery of all the Scope of Work and Bill of Material (BoM) as per this RFP.

6. A Responsibility matrix, broadly defining the Responsibilities and Accountability of the Bidder and Cloud Service provider/MSP for various stages of work under this RFP is attached in **Section 16.3.4, Form TQ4: (Responsibility Matrix.**

### 13.2. Broad Scope of Activities

The broad activities to be carried out by bidders for the project to fulfil all the requirements given in this document under various heads is as follows (though not limited to):

1. Design and configure the network and server architecture along with the security services in consultation with purchaser and selected MSP (through Tender 2) for installation and configuration of NDR services in a secure and high availability mode.

2. Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. The charges payable to contractor shall be on mutually agreed rates. The new CSP shall also be involved during the migration process and Contractor of the application RFP shall provide all necessary Technical help and expertise in this regard to purchaser and the new CSP. A detailed workflow shall be prepared by the contractor in close consultation with purchaser to ensure that there is minimum downtime/hindrance in business continuity and no data loss to purchaser during this transition.

3. Supply, installation, testing and commissioning (SITC) of all the applications and software components including System Software, Application Software, Utility Software, Third Party Software Packages to deliver an efficient Data Repository Solution for managing Seismic data, Well data, Drilling Data, Production data, Data Analytics, Non-Seismic data like Gravity, Magnetic, CSEM (Controlled Source Electro Magnetism) etc. and associated reports.

4. Bidder may upgrade and use the existing NDR 1.0 licenses if they so desire, however, all functionalities as required as per Scope of Work of this RFP document and Terms and conditions governing Licences shall have to be complied to. Further, in this case necessary service by way of Updates, Upgrades, Support Services and AMC, for the full duration of the contract shall have to be arranged by the Bidder for the application software. Any 3rd Party Vendor, other than the OEM of the NDR 1.0 application Software shall need to provide authorization(s) from the OEM(s) agreeing to provide continual support by way of Updates, Upgrades, Support Services and AMC, for the full duration of the contract.

5. It may be noted that existing licences can only be used after 6 months from successful Go-Live, since till that time both NDR 1.0 and NDR 2.0 will be running in parallel.

6. Supply and configuration of Online Self-service tool for uploading (Data Submission) and downloading (Data Delivery) of data with in-built automated QC.

7. Deploy and customise an efficient, feature-rich, easy-to-use GIS based web portal to enable end users to quickly search, visualize & retrieve requisite data with quick look interpretation features.

8.  Set-up the environment to create & destroy template-based Virtual Desktop Infrastructure/Virtual Data Rooms on demand for visualization & interpretation of data, based on user requests from anywhere anytime.

9.  Supply and installation of Seismic Data editing, QC and Management application for data submitted (Online, Tape and disk media).

10. Supply and installation of well Data editing, QC and Management application for data submitted (Online, Tape and disk media).

11. Application Should be able to integrate with CSP's Content Delivery Network (CDN) Service. User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery.

12. Migration of existing online data, as on the date of LOA, of NDR 1.0 to upgraded NDR 2.0 and should ensure to meet all standard data formats for data transfer /portability during migration.

13. Existing offline data (mainly Raw/ Pre-Stack in HDDs/Tapes) at NDR 1.0 shall be copied to cloud storage by the selected CSP/MSP of the purchaser. Bidder of this RFP shall be responsible for providing all necessary technical inputs, to the selected CSP/MSP entrusted by the purchaser for copying the data, so that the data are copied in a well-structured manner and properly catalogued in the cloud storage.

14. Provisioning of the requisite manpower for regular operations of NDR.

15. Regular operations of NDR 2.0 to facilitate end-users like operators, prospective investors, academia, and Govt. institutes.

16. Facilitate various bid-rounds under OALP/DSF/CBM by providing the required information from NDR.

17. Configure SDC/DR Services for complete PDC applications and data with 24 Hrs. RPO & RTO.

18. Conduct DR Drills following Standard Operating Procedures (SOP) and inform the purchaser in advance for such drills to be conducted twice a year normally, with 15 days' prior notice.

19. Configure backup and restoration Services for daily incremental (7 days Retention period), weekly incremental (12 weeks Retention period) and Quarterly Full Backup (3 months retention period) or as decided by Purchaser from time to time.

20. The contractor shall also test the data restore procedures and mechanisms every six months to ensure data recovery mechanisms are in place.

21. Conduct VAPT (Vulnerability Assessment and Penetration Testing) on yearly basis for NDR applications and infrastructure (both cloud IT and On-prem Infra) on yearly basis as well as prior to go-live of NDR 2.0 and DR site. The observations/Non-compliance at application or configuration level must be resolved by the bidder at no extra cost to purchaser. Observations/Non-Compliances at Cloud infrastructure and On-prem level must be communicated to the respective contractors, through DGH, for necessary compliance by them.

22. Revamping of existing NDR 2.0 website https://ndrdgh.gov.in and regular updates and upgrade of the website.

23. STQC certification of NDR 2.0 website

24. Management Dashboard with regular updates, customization, templates creation.

25. Integration of NDR portal with payment gateway of DGH.

26. Provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services. The bidder may provide documentation in globally accepted format/standards.

27. Assist purchaser in planning for capacity building to meet growth and peak load assessment from time to time, to ensure future requirements are addressed.

28. Train and transfer the knowledge to the replacement agency and/or purchaser, to ensure continuity and performance of services post expiry of Contract.

29. Provide support at any time (24 hours a day, 7 days a week) via all possible modes including phone, chat, and email support to the purchaser and its System Integrator for provisioning and configuring cloud resources.

30. Communication links like Direct Connectivity, Internet Leased Lines shall be provided by the purchaser. However, day-to-day monitoring, complaint logging and follow-up of these links shall be the responsibility of contractor of this RFP.

31. Provide the real time dashboard for monitoring and financial aspects as per the bid document requirement.

32. In case of change of CSP, the bidder to assist and support to ensure transfer of data from existing CSP to new CSP covering all required activities such as encryption of the data prior to transport and then decrypt it upon arrival.

33. Handover data in OSDU/industry standard / any open format as decided by the purchaser at the end of contract.

34. Support DGH team for promoting NDR 2.0 in both online and offline mode by way of preparing presentations, technical write up, posters, flyers, handout etc. as and when required during the tenancy of the contract period.

35. End of contract deliverables including Transit and Exit Management covering foreclosure/ termination/ completion of service.

### 13.3. Ownership, Business Model & Operation

All matters related to oil & gas development in India are within the jurisdiction of the Government of India who is the owner of data generated from Hydrocarbon related activities within India. DGH, as a technical arm of the Government of India, is the owner of the NDR.

### 13.3.1. Business model

1. The Contractor shall build, migrate NDR1.0 data, populate and operate the NDR2.0 for the duration of the contract.
2. All services under this contract shall be provided by the contractor on OPEX basis as services and shall be paid for the services on quarterly basis.
3. All applications required to Operate the NDR shall be provided by the contractor on OPEX basis, as services
4. Cloud IT infrastructure, Cloud Security Systems, On-Premises IT infrastructure (with OS software) at DGH, Noida and DGH, Bhubaneswar and Lease line connectivity with CSP data centre, shall be provided by the purchaser for which a separate tender is being published.
5. Contractor shall provide requisite manpower, as mentioned in **Section 13.10 (Operational Manpower)**, for carrying out services for NDR2.0 operation and shall be paid for the services rendered.
6. Maintenance and Operation shall be the sole responsibility of the Contractor.
7. All data/forms/procedures associated with the NDR2.0 Project shall be the property of GOI.
8. The purchaser shall be the sole entity dealing with the Contractor. However, the Contractor is also answerable to the Queries raised by MoP&NG.
9. DGH shall be the focal point and the central body to coordinate with E&P Operators, Academia and other stakeholders.

### 13.3.2. Operational model

NDR2.0 shall be operated by Contractor. Contractor shall provide all of the necessary applications and services (except provisioning for Cloud infrastructure, Cloud Security System, On-Premises IT infrastructure and Lease line connectivity with CSP data centre, which shall be provided by the purchaser) to build, migrate NDR1.0 data, populate and operate the NDR2.0. Contractor shall be solely responsible for the execution and management of all technical and operational aspects of the NDR2.0. The purchaser's participation shall be limited to providing the requisite Cloud Infrastructure, cloud security system, On-Premises IT infrastructure, input data, setting of strategy, prioritization of work, audit (commercial & technical), quality control check before final acceptance of loaded datasets, financial management, marketing and high-level communications with NDR participants. Moreover, DGH may like to get its own staff trained by the Contractor for NDR2.0 management, operations and maintenance as well as for services of data loading and others, which DGH at its own discretion may utilize whenever needed. The Contractor shall coordinate all NDR2.0 issues with the Purchaser.

### 13.4. NDR 2.0 Data Guidelines

### 13.4.1. Data Category

All E&P data currently held by Operators including NOCs, DGH and/or agencies like GSI, NIO, SOI, NGRI and other institutions can be broadly categorized as follows:

1. OALP data: Data belonging to a concession awarded under the HELP
2. DSF data: Data belonging to a concession awarded under the DSF rounds.
3. CBM data: Data belonging to a concession awarded under the CBM rounds.
4. NELP data: Data belonging to a concession awarded under the NELP
5. Pre NELP data: Data belonging to a concession awarded prior to the introduction of the NELP
6. Data of "nominated blocks": Data belonging to nomination blocks operated by NOCs (i.e., ONGC and OIL)
7. Data of relinquished and/or open acreage: Data that is most likely to be useful in the near future for acreage promotion.
8. Data acquired and processed by DGH: These are primarily regional surveys conducted in order to assess the broad hydrocarbon potential of a given area.
9. E&P data acquired/Processed/Re-Processed under NEMC/NDR policy /any other policy

### 13.4.2. Scope of Data held/to be held within NDR

The Following **Table – 7** lists the Data held/to be held within NDR along with complete header information

**Table – 7 : Data held/to be held**

| Data set | Data Description |
|---|---|
| **Seismic (Onshore/ Offshore)** | |
| Field Data | Raw Data (2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D), Navigation (UKOOA in P1/90) & SPS files, Source signature data |
| Pre-stack Data | Geometry Merged Gather, Conditioned/Corrected Gather, Pre stack Time Migration Gather, DMO Gather, PSTM/PSDM Gather, Decon Gather, AVO Angle/Offset Gather |
| Post-stack Data | Stack Data (DMO stack, Raw/Final PSTM stack, PSDM Stack, PSDM stacked to Time, PP & PS stack, Post Stack Migration, Angle stack, Offset stack), Inversion & AVO products/attributes, Final/Migration 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D velocity, 3D Velocity Cube, Gamma Volume |
| Related Spatial Data | 3D survey outlines, 2D lines, 2D and 3D shot Point /bin grid maps |

| | |
|---|---|
| Reports | Acquisition, Processing, Interpretation Reports, Observer Logs |
| Others | Basin information/Docket, Special Geoscientific Studies, Horizon & Faults, Seismic velocities (Pre-stack/Post-stack) in SEGY and ASCII , Reservoir Modelling data, culture & well header data |
| **Gravity Magnetic** | |
| Gravity & Magnetic | Ground Gravity & Magnetic Data, Gravity Magnetic reports, |
| Aero Gravity Magnetic | Air borne Gravity & Magnetic Survey Data and Reports, Gravity Gradiometry data including FTG |
| Magnetic telluric /CSEM | Magnetic telluric reports, CSEM (Survey data including Section/Map/Reports) |
| **Well Data** | |
| Drilling | Drilling Reports, Sparker Survey, Well bore/ Geomechanical Study, FIT/LOT, core cuttings report, End of Well report, Bit Record, Well Diagram at various stages of drilling, workover & abandonment |
| Geology | Geological Reports, Lithology Reports, Stratigraphy, Biostratigraphy, FDP & DOC, Mud logs, Litho-logs, Paleontological, Sedimentological and Palynological reports |
| Rock & Core | Routine Core Analysis, Special Core Analysis (SCAL), Core Photographs, Side Wall core analysis, Petrography, XRD analysis, sedimentological Study data and associated reports |
| Petrophysics | Petrophysical reports, Formation Evaluation reports, Well-Log interpretation reports, MDT/RDT/RFT reports |
| Test, Fluid and Pressure | Formation Pressure, Well Tests, Fluid Analysis Reports, PVT Analysis, Well testing reports (conventional or DST) |
| Well Log | Wire-line Logs, LWD / MWD logs and special & advance Log (NMR/DMR/FMI/DSI/RT Scanner, Sonic Scanner etc.), Cased hole logs (CBL/USIT/CAST/CHN/CHFR/CHDT/RMT/RST etc.), Production logs, Log Images (PDF/PDS/TIFF), Log Prints |
| Well Path | Well deviation survey & placement reports |
| Well Seismic | VSP data and velocity, VSP Offset Stack, Corridor stack, Check shot survey |
| Well | Well Proposal, Geo-Technical Order, Well Completion Reports, Geochemical reports, Well end reports, Production History, Work over History, Reservoir Study Reports, etc. |
| Production Data | Production data of oil and gas reported by the oil companies operating on the Indian onshore & offshore areas. |

| | |
|---|---|
| Oil and Gas Facilities/ Infrastructure | Surface and subsea facilities, pipelines, drilling platforms, processing plants/platforms, and storage facilities |
| Reservoir Data | PVT Analysis Report & Data Related to Static & Dynamic Reservoir Modelling, Reservoir study report |
| Geochemical Data | Geochemical survey data, Laboratory analysis data and associated reports |
| CBM Data | Core hole summary and location, Master Log, Deviation survey data, Drilling Casing and Mud details, Proximate analysis, Elemental analysis, Petrographic analysis of coal, Gas desorption studies, Ultimate analysis, Core description, Composite well log, Geo-physical logs, Rock Quality Description Studies, Petro-Physical studies, Geo-Mechanical & HF data, Test Well |
| Any other Data | Any other data as and when defined by the purchaser. |

The contractor shall maintain an updated record of all data held in NDR 2.0 in a well-structured manner with complete catalogue listing.

### 13.4.3. Data Formats of NDR data

NDR may notify detailed formats and standards for data submission for compliance.

**Table – 8 : Data Formats**

| No. | Data Type | Format |
|---|---|---|
| 1 | Field/Raw Data | SEGD, SEGY, TIF,TIF8, TAR, RODE |
| 2 | Navigation Data | UKOOA (P1/90) format for offshore data, SPS format for on land data. |
| 3 | Seismic processed data (Stack/Gather) with navigation | SEGY, TAR |
| 4 | Velocity | SEGY or ASCII |
| 5 | Horizon/Faults | ASCII |
| 6 | Gravity & Magnetic Data | ASCII |
| 7 | Well Log data | LAS, DLIS, LIS, PDS, ASCII, PDF |
| 8 | Well Seismic Data (VSP, Check shots) | SEGY & ASCII/ Spreadsheet |
| 9 | Reservoir Data | ASCII |
| 10 | Production Data, Drilling Data | ASCII |
| 11 | Reports | PDF, Word Document |
| 12 | Inversion/Derived Data (Special Studies) | SEGY |
| 13 | Core Analysis | PDF, Spreadsheet, JPEG, TIFF |
| 14 | Any other format as may be decided by the purchaser | |

**Note:**

(a) All the seismic, well and any geo-spatial data must have proper Cartographic reference system (CRS) information.

(b) PDF files must not be password protected or encrypted.

(c) ASCII formats include text, csv, excel

### 13.4.4. Data Attributes of NDR data

The Contractor shall propose data header attributes and QA/QC formats for the data types listed in **Table – 7**. Following data attributes and QA/QC formats (but not limited to) of different data types, which must be included in the proposed list of data header attributes QA/QC formats, are listed below:

(a) **Seismic: Attributes**

**EBCDIC HEADER PARAMETERS:**

| |
|---|
| SURVEY NAME |
| AREA NAME |
| PROJECT NAME |
| BLOCK NAME |
| OPERATOR/CLIENT NAME |
| BASIN NAME |
| LINE/SWATH (2D) NAME |
| VOLUME (3D) NAME |
| START SHOT POINT |
| END SHOT POINT |
| START CMP/CDP |
| END CMP/CDP |
| RELATION OF SHOT POINT WITH CMP/CDP |
| FIRST INLINE NO. |
| FIRST XLINE NO. |
| FIRST INLINE NO. |
| LAST XLINE NO. |
| DATA FORMAT |
| DATA TYPE: |
| CRS: |
| NAVIGATION: (Provided or Extracted) |
| DATA DOMAIN (TIME/DEPTH) |
| NO OF SAMPLES |
| SAMPLE INTERVAL |
| QUANTUM OF DATA (LKM/SKM) |

**ACQUISITION PARAMETERS:**

| | |
|---|---|
| DATA RECORDED BY | |
| RECORDING YEAR | |
| AGENCY / CLIENT/OPERATOR | |
| SEISMIC INVESTIGATION NO.: | |
| INSTRUMENT | |
| RECORDING FORMAT | |
| BIN SIZE | |
| NOMINAL FOLD | |
| NO. OF CHANNELS | |
| SOURCE | |
| SAMPLE INTERVAL | |
| RECORD LENGTH IN MS | |
| RECORD START TIME IN MS | |
| SHOT INTERVAL | |
| GROUP INTERVAL | |
| SEISMIC REFERENCE DATUM | |
| NEAR OFFSET | |
| FAR OFFSET | |
| RECORDING TIME DELAY | |
| NUMBER OF SOURCES | |
| SOURCE VOLUME | |
| SOURCE PRESSURE | |
| SOURCE DEPTH | |
| SOURCE SEPARATION | |
| STREAMER TYPE | |
| NUMBER OF GROUPS | |
| NUMBER OF STREAMERS | |
| NUMBER OF CABLES | |
| CABLE LENGTH | |
| NOMINAL CABLE DEPTH | |

**ACQUISITION GRID DATA**

| | IL | XL | X | Y |
|---|---|---|---|---|
| POINT1 | | | | |
| POINT2 | | | | |
| POINT3 | | | | |
| POINT4 | | | | |

**PROCESSING PARAMETERS**

| PROCESSING YEAR |
|---|
| PROCESSING AGENCY |
| CRS OF PROCESSED OUTPUT |
| SPHEROID |
| ZONE |
| PROCESSED/REPROCESSED |
| TYPE OF THE PROCESSED OUTPUT |
| DOMAIN |

**PROCESSING GRID DATA**

| GRID POINT | IL | XL | X | Y |
|---|---|---|---|---|
| POINT1 | | | | |
| POINT2 | | | | |
| POINT3 | | | | |
| POINT4 | | | | |

**TRACE HEADER PARAMETERS (BYTE LOCATIONS)**

| SP NO. |
|---|
| CMP NO. |
| CDP NO. |
| TRACE NO. |
| INLINE NO. |
| XLINE NO. |
| FFID |
| SHOT-X |
| SHOT-Y |
| RECEIVER-X |
| RECEIVER-Y |
| INLINE -X |
| XLINE -Y |
| CDP-X |
| CDP-Y |
| CMP -X |
| CMP-Y |
| COORDINATE SCALAR |

**GEODETIC PARAMETERS:**

| DATUM: |
|---|
| SEMI MAJOR: |

| INVERSE FLATTENING: |
|---|
| PROJECTION NAME: |
| ZONE: |
| ORIGIN LATITUDE: |
| CENTRAL MERIDIAN: |
| FALSE EASTING: |
| FALSE NORTHING: |
| SCALE FACTOR AT CM: |
| CRS: |

(b) **QA/QC for Seismic** (in existing NDR)

| SR. NO. | CHECK POINTS | YES | NO | REMARKS |
|---|---|---|---|---|
| 1. | Trace Seq. (Byte 1-4) | ☐ | ☐ | |
| 2. | SP no.  (Byte 17-20) | ☐ | ☐ | |
| 3. | CDP no.  (Byte 21-24) | ☐ | ☐ | |
| 4. | Trace identification code (Byte 29-30) | ☐ | ☐ | |
| 5. | Coor. Scalar (Byte 71-72) | ☐ | ☐ | |
| 6. | Source X (Byte 73-76) | ☐ | ☐ | |
| 7. | Source Y (Byte 77-80) | ☐ | ☐ | |
| 8. | Number of Sample (Byte 115-116) | ☐ | ☐ | |
| 9. | Sample Interval (117-118) | ☐ | ☐ | |
| 10. | CDP X (Byte 181-184) | ☐ | ☐ | |
| 11. | CDP Y (Byte 185-188) | ☐ | ☐ | |
| 12. | Inline (Byte 189-192) | ☐ | ☐ | |
| 13. | Xline (Byte 193-196) | ☐ | ☐ | |
| 14. | Ebcdic header checked | ☐ | ☐ | |
| 15. | No. Of Lines | | | |

(c) **Well/ Wellbore Header**

| Attribute | Description |
|---|---|
| WELL ID: | |
| WELL NAME: | The well official name |
| WELL SORTING ALIAS: | |
| WELLBORE NAME: | |
| WELLBORE TYPE: | Initial/ side-track/ multilateral |
| WELL TYPE: | Exploratory/ Development/Appraisal/ Injection/ Core well/Test Well/ Production Wells etc. |
| WELL CATEGORY: | Conventional/ Unconventional (CBM/ Shale gas/ Gas Hydrate etc) |
| WELL PROFILE: | Vertical/Inclined/Drain Hole |
| CRS: | |
| LATITUDE/LONGITUDE: | Location of the surface point of the well. |
| EASTING/NORTHING: | Location of the surface point of the well. |
| BLOCK NAME: | Block Name (Pre NELP/NELP/OALP/DSF/CBM) |
| AREA NAME | |
| OPERATOR | Name of the operator |
| RIG NAME | Name of the rig |
| FIELD | The hydrocarbons field in which the well is located. |
| STAT_CODE | State |
| DATE | Date |
| PDAT | Permanent Datum |
| KB | Elevation of KB |
| DF | Elevation of Drill Floor |
| GL | Elevation of Ground Level |
| EPD | Elevation of Permanent Datum |
| APD | Above Permanent Datum |
| DMF | Drilling measured from |
| BASIN NAME | |
| WATER DEPTH | |
| TARGET FORMATION: | Primary/ secondary targets |
| SPUD DATE: | |
| COMPLETION DATE: | |
| NO. OF WELL BORES | |
| WELL BORE CONTENT: | Oil/ gas/ condensate/ water (dry) |
| WELL BORE STATUS: | status at the time of data loading |
| TOTAL DEPTH (MD) | |
| TOTAL DEPTH (TVD) | |

(d) **Well Log Header**

| Attribute Name | Description |
|---|---|
| TCS | Time Circulation Stopped |
| MRT | Maximum Recorded Temperature |
| BHT | Bottom Hole Temperature |
| BHP | Bottom Hole Pressure |
| CS1 to CS4 | Casing Size 1-4 |
| BS | Bit Size |
| BS1 to BS4 | Bit Size 1 to 4 |
| RMS | Resistivity of Mud Sample |
| DFT | Drilling Fluid Type |
| DFD | Drilling Fluid Density |
| DFV | Drilling Fluid Viscosity |
| BLI | Bottom Log Interval |
| TLI | Top log Interval |
| Suite No: | |
| Run No. | |
| LMF | Log Measured from |
| Others | Other attributes |

(e) **QA/QC for Well** (in existing NDR)

| NDR QC Checklist: Header parameters & log data | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Well Name (WCR) | Well Name (NDR) | Block Name | Basin Name | Log Header as per Format A | Well header as per format B | | | | | | No of Suite/ Run | Splicing (Y/N) |
| | | | | | General Parameters | No. of Curves | Mud Para-meter | LAS | DLIS | LIS | | |

**Format A:**

| Format A: Well Header Attributes | | |
|---|---|---|
| 1 | Well Name | |
| 2 | Wellbore Name | |
| 3 | Latitude | |
| 4 | Longitude | |

| 5 | total Depth | |
|---|---|---|
| 6 | TVD (m) | |
| 7 | Water Depth | |
| 8 | Depth Datum | |
| 9 | Depth Ref Elevation | |
| 10 | Depth Ref | |
| 11 | Spud Date | |
| 12 | Complete Date | |
| 13 | Well type | |
| 14 | Wellbore content | |
| 15 | Wellbore Status | |
| 16 | Operator | |
| 17 | Operator Nation | |
| 18 | Wellbore Type | |
| 19 | Well symbol | |
| 20 | Rig | |

**Format B:**

| FORMAT B: Log Header Attributes | | |
|---|---|---|
| 1 | Field/Block | |
| 2 | Well | |
| 3 | Wellbore | |
| 4 | Well Country | |
| 5 | Log Recorded | |
| 6 | Service | |
| 7 | Log Type | |
| 8 | Data Source | |
| 9 | Log Run | |
| 10 | Version | |
| 11 | Logged Date | |
| 12 | Bottom Depth Logged | |
| 13 | Top Depth Logged | |
| 14 | Log Elevation Drill floor | |
| 15 | Log elevation perm datum | |
| 16 | Log Elevation Rotary Table | |
| 17 | Log measured from | |
| 18 | Log time circulation stopped | |
| 19 | Max recorded Temperature | |
| 20 | Bottom hole Temperature | |

| 21 | Casing Size | |
| 22 | Bit Size | |
| 23 | Mud density | |
| 24 | Mud PH | |
| 25 | Mud Type | |
| 26 | Mud viscosity | |
| 27 | Mud Weight | |
| 28 | Rm@ measured temperature | |
| 29 | Rmf@ measured temperature | |
| 30 | Rmc@ measured temperature | |

(f) **Production: Attributes/Parameters**

| Attribute Name | Description |
| --- | --- |
| Well Name | The well official name |
| Well Type | Exploratory/ Development/Appraisal |
| Well PROFILE | Vertical/Inclined/Drain Hole |
| Location | Location of the surface point of the well. Coordinate system; and Latitude, Longitude or Easting, Northing. |
| BLOCK NAME | Block Name (Pre NELP/NELP/OALP/DSF/CBM) |
| Company | Service Company name |
| Operator | Name of the operator |
| RIG NAME | Name of the rig |
| Field | The hydrocarbon field in which the well is located. |
| STATE | State |
| DATE | Date |
| OBJECT INTERVAL | Object Interval |
| SHOT DENSITY | Shot Density |
| TYPE OF PERFORATION | Type of perforation |
| FTHP | Flowing Tubing Head Pressure |
| FTHT | Flowing Tubing Head Temperature |
| SBHP | Static Bottom Hole Pressure |
| SBHP | Static Bottom Hole Temperature |
| BEAN SIZE | Bean Size |
| FLOW RATE | Flow Rate |
| SEPARATOR PRESSURE | Separator Pressure |
| TYPE OF FLUID | Type of fluid (Oil/Water/Gas) |
| DEPTH OF FLUID | Depth of Fluid (Gradient survey) |
| FLUID SALINITY | Fluid salinity |
| FLUID DENSITY | Fluid density |

### 13.4.5. Data Disclosure Timeline

Policy with respect to Timelines for the Disclosure of NDR 2.0 data is shown in **Table – 9**

**Table – 9 : Timelines for Data Disclosure**

| Type of Blocks | Type of Data | | Timeline |
|---|---|---|---|
| | | | **For sale/share** |
| **Relinquished:** Pre NELP, NELP Blocks, OALP Blocks, DSF Fields, PEL /ML of Nomination blocks, CBM Blocks | All E&P Data | | Any time after relinquishment |
| **Active:** Pre NELP, NELP Blocks, OALP Blocks, DSF Fields, PEL /ML of Nomination blocks, CBM Blocks and Blocks to be awarded / Shale Gas project/Gas Hydrate Project | Geophysical | Seismic field data along with Navigation | xx months after the completion of acquisition |
| | | Pre-Stack | |
| | | Post Stack | |
| | | Reprocessed data | |
| | | Geochemical | |
| | | Gravity Magnetic | |
| | | Acquisition & Processing reports (Seismic, GM, CSEM, Geochemical Survey) | |
| | | Interpretation data/projects/ reports (Seismic, GM, CSEM, Geochemical Survey), Special Studies Data & Reports | xx months from the date of completion of interpretation project |
| | Well Data | Well header | As soon as available |
| | | Well Completion Report | As soon as available |
| | | Geochemical Report | |
| | | Well Log & deviation data | xx months from date of completion of study |
| | | FER, Petrophysical reports, Well log interpretation report | |

| | | Special study report (NMR, DMR, FMI, Special core analysis) | |
| --- | --- | --- | --- |
| | | Well Seismic (VSP) | |
| | | Conventional Core Analysis, Special Core Analysis (SCAL), Core Photos, Side Wall core etc | |
| | | Formation Pressure, Well Tests, Fluid Analysis Reports, PVT Analysis, Well testing reports (MDT, RDT, RF, DST) | |
| | | Geological Reports | |
| Active:<br>Pre NELP, NELP Blocks, OALP Blocks, DSF Blocks, PEL /ML of Nomination blocks, CBM Blocks and Blocks to be awarded / Shale Gas project/Gas Hydrate Project | Geological Data | Lithology Reports | xx months from date of completion of study |
| | | Stratigraphy Reports | |
| | | Biostratigraphy Reports | |
| | | Petrographic Reports | |
| | | Mud logs | |
| | | Litho logs | |
| | | Paleontological Reports | |
| | | Sedimentological Reports | |
| | | Palaeontology reports | |
| | Reservoir Data | PVT Analysis Report, Reservoir study report | xx months from the date of completion of study |
| | | Data related to Static & Dynamic reservoir modelling | xx months from the date of completion of study |
| | Production Data | Production data of oil and gas reported by the oil companies operating on the | xx months from the date of acquisition |

| | | Indian onshore & offshore area | |
|---|---|---|---|
| Regional /Speculative Survey/ Multi Client Survey/Value Added Data | Acquired through Speculative Survey/ multi-client Surveys/Value addition of pre-existing data | | Sale shall be governed by the individual contracts/NDR policy. |
| Regional /Specific data | Acquired through DGH/Govt sponsored projects/ National Seismic programme and all Such other projects | | Available for sale. |
| Sensitive data | Data as identified by MoD/Security Agencies | | As per Guidelines of MoD/Security Agencies/DST guidelines. |

**Note:**

    (a) In the interest of promoting E&P activities, all data can be visualized in NDR 2.0 data room as soon as available.

    (b) 'xx' is the timeline which shall be decided at the time of implementation. These timelines may be revised with any revision in the NDR Policy. Hence these should be customizable in the offered solution.

    (c) All registered users can view the data hosted in the portal irrespective of the discloser timeline, as soon as the same is made available.

### 13.4.6. Spatial data

All spatial data received shall be loaded in its original Coordinate Reference System (CRS), and converted to WGS 84 for display and delivery purposes (if required). All spatial data related to wells, seismic surveys, seismic lines and concession boundaries (Block/ML/PEL/NELP/OALP/DSF/CBM etc.) shall be loaded as given in the submitted data. Other approved cultural data (in an Access DB, or in GIS format) shall be provided by DGH for loading to NDR2.0 covering the following data types:

1. Political boundaries (state, national & international for India and other administration areas like districts)
2. Rivers, roads & land-use patterns
3. Bathymetry data – low & high at certain contour intervals
4. Facilities, Basin boundaries, Coverage areas for E&P data sets
5. National grid data for OALP, Environmental, Other useful spatial data
6. The shape file provided by BISAG-N shall be uploaded in NDR

7.  GIS layers in vector form (with high density) to be projected on NDR portal.
8.  A solution to be devised that portrays images in raster format directly on the portal.

Block boundaries for various Bidding rounds like OALP/DSF/CBM/NELP/Pre-NELP, relinquished block areas (historical and future) shall be loaded as separate layers that can be switched on/off. NDR 2.0 will maintain the current block map as well as previous versions of the block maps. The formats for the bathymetry input data shall be in industry standard Arc GIS compatible shape file. Spatial data of all types of boundaries (Cultural Data) can be provided as shape files (.shp). It has to be loaded to spatial database.

There shall not be multiple versions of same data. However, once data is loaded in to NDR2.0, it may be necessary to modify/update the loaded data as and when required. The data may change during various Bidding rounds like, each OALP round, etc., new shape files or new modified lease boundaries, bathymetry data and other cultural data, as and when required during the currency of the contract, shall be added to the DB. New lease boundary created or wells drilled need to be added to DB. Loaded seismic and well data will remain almost static.

### 13.4.7. Physical Assets

1.  Although on-line self-service data submission by E&P Operators shall be a standard feature of NDR 2.0, it is anticipated that in the initial period of NDR2.0 operation, physical media will continue to arrive at the data centre on a regular basis from DGH and E&P operators. Some of the data types may include digital or scanned reports, digital images, CDs, tapes, and other items. This information shall be bar coded and entered in a physical inventory system where the metadata describing the item and its storage location is registered.
2.  The loading of information contained in the above physical assets (digital data contents) shall depend on the data types (i.e., whether it is seismic, logs, or any other data type mentioned in the Scope of Work), and shall be dealt with accordingly.
3.  Separate sufficient designated space will be provided by DGH on the premise of NDR Centre itself for storage of physical assets. Metadata information of those data loaded or in the process of being loaded in NDR2.0 need to be published on NDR2.0 website. Owing to the adoption of high-density media in recent years, the number of physical assets received is likely to be less than the numbers historically received.

### 13.4.8. Documents

All documents (made available in digital form) related to E&P objects (e.g., seismic surveys, wells, wellbores, well logs, concessions, fields, basins, or other related documents) shall be loaded and attached to the relevant E&P objects on the map.

### 13.4.9. Media standards

As per latest NDR data submission guidelines operators have to submit the data in external Hard Disk Drives (HDD). However, keeping in view probable maintenance activities related to data retrieval from legacy medias, the contractor is expected to read the following input medias:

1. DVD, Blu-ray, external hard disk, flash drive
2. IBM 3592,
3. LTO-6, LTO-7, and LTO-8

DGH will be responsible for supplying readable input media, respective media drive and data. NDR shall be required to provide output on external hard disk and flash drive. In addition, plotted maps and printed reports in hard copy media shall be part of the output services provided by the NDR centre, the volume of such material is expected to be low.

## 13.5. Functional Requirements

### 13.5.1. General

1. The application software solution should fulfil all the requirements and functionalities given in the section "Ownership, Business Model & Operation"
2. The software solution supplied must be of the latest versions/technologies and the Contractor must provide detailed technical specification of the software modules with operating principle and competency along with catalogue/literature indicating all the features available in the modules of the proposed software. Contractor should also follow software development life cycle process.
3. The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 through a separate CSP Tender. The bidder shall provide Self-Certification(s) (**Template 6**) from the OEM of the offered Software Application(s) or an entity authorized by the OEM of the offered Software Application(s), that the offered Software Application(s) is fully compatible for deployment on the MeitY empanelled Cloud being provisioned by the purchaser for NDR 2.0, subject to Cloud IT Infrastructure and cloud service requirements (as specified at Template 6), being available in the said Cloud.

4. The Contractor shall develop a scalable system which can handle increasing numbers of requests without adversely affecting the response time and throughput of the system.

5. The proposed data management application should be architected using Micro services architecture. Solution architecture should be designed to reduce interdependencies so that the failure in one component of the system should not affect other components and each component should be independently deployable in case of change without the need of deploying the entire application.

6. Designing, architecting, blueprinting, development, implementing the core data management application, using microservices architecture.

7. NDR being a government repository needs to share data with other government organisations on need basis as well as on regular basis. This data sharing can be manual or directly between application to application. Solution should be flexible enough to consume/share the data between from/with other application preferably though API's.

8. DGH has developed In-house systems for managing Production data (PDMS) and Drilling Data (DDMS), with Oracle as its database. The E&P operators directly feed data into the DDMS & PDMS through web-based interface. Contractor is required to build requisite API based interface for pulling the data from these existing DDMS & PDMS systems of DGH on regular basis/ defined interval for showcasing necessary data in NDR Portal along with its own user interface to load the data. Scope of work shall also include building requisite interface to allow E&P operators to submit data through self-service mode in a staging area/drop box area for subsequent action by DGH for pushing data into the NDR 2.0 database after QC. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the DDMS & PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract.

9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel/PDF /MS Word format) by NDR since its inception i.e June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point.

10. All Admin/root account accesses should be shared with the purchaser's team by selected Contractor for the complete NDR 2.0 system.

11. VDR templates for provisioning and de-provisioning of DSG, Paradigm, Petrel or any other application in Cloud based Virtual Data Rooms should be configured, created, and provisioned by the contractor.

12. The storage solution for the various types of content in NDR should be optimized for the right level of performance according to usage and type of data. The Contractor should optimise the storage solution(s) taking into considerations the different types of data and cost.

13. The Contractor should periodically monitor the capacity trends to ensure that the solution can grow as necessary

14. The solution should support automated workflows such as job/ order tracking, quality control routines.

15. Solution should have the capability to transfer data into OSDU compatible format.

16. The user interface should be flexible, intuitive, and easy to use. The software should be based on modern standards and technology for internet browser-based applications. The user interface should have a good and acceptable response time for interaction and queries which is proportional to the data volume included in the query

17. Solution should come with detailed user manual, FAQs and short video guides to train new users. Video help file should be incorporated on the web portal along with online manual for easy understanding of the entire workflow of data selection and ordering process

18. Solution should have help (or similar) feature which should contain the documents relevant to the application workflows

19. Solution should have a chatbot (or similar) feature to allow quick & automatic response to common user queries

20. On-premises infrastructure configuration.

### 13.5.2. Web Portal

DGH requires a spatial web-based data access portal that provides an integrated data solution across all E&P users. The web-based solution shall present information from data migrated from NDR 1.0, spatial and NDR 2.0 databases. The web access solution shall enforce established entitlements for users, and the E&P objects.

Web users should be able to view and select available seismic and well data for data delivery through the web portal. Users should be able to place the order and download the data from the portal after making requisite payment and signing of CA online. The web portal shall also provide operational information about NDR 2.0 (such as scheduled downtime, datasets loaded, NDR news and messages, and other NDR information). Basic information and GIS data such as well header, culture data and available shape files of block boundary, basin boundary, 2D/3D lines etc. shall be made available and downloadable from the portal. In general, the user interface shall have the following minimum features:

1. Ability to visualize geoscientific data like seismic, well, and cultural.
2. Catalogue based and selection-based navigation.
3. Building of select list (wells, seismic lines, shape file, polygon etc.) and further queries based on the saved list.
4. Availability of advanced browsing, querying and selection of specific data types and archive data in one window.
5. Latest available seismic data viewer equipped with changing colour, scale, frequency, and trace filtering, zoom in/ out, 3D visualization and time slice
6. Well log data viewer equipped with features of changing colour, pattern filling, marker point, scale change, zoom in/ out and cross-plotting capabilities.
7. Ability to display tooltip of an object
8. Link to meta data with display capabilities
9. Ability to turn on/off layers and ordering of layers
10. Ability to select and clip post stack data instantly by drawing polygon.
11. Ability to select pre-stack data by drawing polygon.
12. Ability to allow users to draw and save polygon for carving out the area for submission of EOI.
13. User defined query building, execution and saving
14. Ability to preview seismic EBCDIC Header
15. Ability to preview Reports (initial few pages of pdf documents)
16. Integration of Self-service by users for data submission (uploading) and data delivery (downloading) as per entitlement.
17. Users should be able to select a set of wells using a polygon/ shape file.
18. Online Confidentiality Agreement (CA) signing using multiple options viz. digital signature, Aadhaar, etc.
19. Ability to display management dashboard for Production data.
20. Workflow-oriented user interface or workflow wizard in place as a tool to guide the user through the system
21. Ability to place order for data (on chargeable basis or free depending upon user's entitlement)
22. Ability to accept details of DGH's input on payments details for ordered data
23. Ability to register users after verification
24. Ability to send automated notification (SMS/email) with authentication enabled web link to user for their pre-selected area of interest category on uploading/ change/ enhancement of the same category data by DGH.
25. Ability to allow users to book and access Data Visualization Room.
26. MFA (Multi factor authentication) and Automated password reset/recovery feature, without the need for any manual intervention
27. Security features like Geofencing, Geovelocity

28. Provision to add the bathymetry lines (ASCII/Shape file) data in the maps to help in affirming water depths in the basin areas, i.e., elevations maps in GIS

29. The search functionality should display the search result through a map interface (GIS) and also by table view.

30. The search functionality should enable the export of search results.

31. The solution should allow for units and cartographic conversions (manually by contractor's team or through application). The viewers should be able to locate the wells, seismic lines, Block boundaries etc. and any other cultural data on the GIS map.

32. The user should be able to do data search spatially, through text or through data catalogue. The portal should support advanced keyword-based search functionalities (with autosuggestions) so that the users may find and explore data in minimum time.

33. The system should have quick and wide data search capability of both structured (various geoscientific data like seismic, well log etc.) and unstructured (pdf, image, scanned document etc.) data. Capability to search inside all documents (including scanned documents) is required with the solution.

34. The solution should be able to integrate with existing unstructured data available with DGH. Such data can be stored in well-defined Taxonomy based folder structure and the search functionalities should be able to access it and include the same in search results.

35. The solution must support attribute-based search. The attributes can either be pre-specified or defined by the user. The user should be able to preserve the properties by giving them a name/tag that may be used in future sessions.

36. Web Portal should have admin module

37. Logs to be maintained for user logins, both successful & unsuccessful with details like user_id, IP Address, Location, Country etc.

38. The Web Portal should display the overview of data loaded into the system. E.g., volume of 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic data, number of wells, drilling and production data statistics etc. The portal should allow regular update of information.

39. The web portal should be updated on a regular basis and must ensure compatibility with at least two versions of available browsers such as Microsoft Edge, Google Chrome, and so on.

40. The end users should be able to access all the entitled applications from a single URL

41. The front-end functionality should be delivered as a service with no need for installing software/components at the user side

42. The users should not be required to install any 3rd party software (e.g., Silverlight) to access the web-portal.

43. The web portal should have widgets which allows users to measure approximate distance between two points, area of a polygon etc. directly on the map

44. Solution should allow integration of customized GIS layers from web map services and static sources

45. End-users are entitled to select data from the Smart Data Catalog and add to Shopping cart for ordering/purchasing the data. Automated email notification for tracking the order and order payment should be enabled.

46. Web portal should not have any limitations on the number of concurrent users.

47.  Portal home page should allow application navigation

48. Page template and layout gallery should have a consistent behaviour, look, and feel across all applications. The branding needs to be done as per DGH requirements.

49. The solution should allow creation of user profiles which can be linked to authorization, access control and user preferences.

50. Solution should have provision of different authorization levels to allow different users to access features of NDR according to the level of permission/ authorization that they may have

51. Should also have Single Sign On feature for better user experience

52. Data Virtualization: Should be able to create federated views of different data models so that original data-in-place can be accessed from the originating database without having to move the data

53. Should insulate applications against any data model changes

54. Allows connection with 3rd Party API for accessing their data/ software functionalities

55. An entity wishing to be registered as NDR 2.0. user may submit the request-form online and the password shall be issued by the Contractor after verification by DGH representative.

56. Public www access may be without registration. The web page should provide information on DSF, OALP, CBM or any other bid rounds (historical and upcoming), relinquished and nomination blocks.

57. The NDR Web page should be updated as and when required by the DGH. The web page should also have links to data price list, policies & guidelines, upcoming events, basic statistics related to sedimentary basins etc. Registration & login facility should also be provided on the web page.

58. NDR website should be revamped once in every two years.

59. Contractor shall be responsible for STQC certification of the NDR website for the entire contract duration.

### 13.5.3. Support for Bid Rounds

Fulfil the requirement of facilitating various data and information services required for Bidding rounds of OALP, DSF, CBM, etc., like

1. Block wise preparation of Data Package
2. Technical support to DGH team for preparation of Block wise interpretation projects for Data visualization by prospective Contractors.
3. Web page link for Data Room booking
4. Web page link for purchase of Data Package
5. Promotional flyers relevant to the bid round

### 13.5.4. Payment Gateway

1. End-user buying data or booking data room need to pay certain charges, except for the entitled free data volume/ data room bookings depending on the type of membership.
2. The bidder shall therefore provide, integrate, and implement a suitable payment interface in the NDR Portal to enable receipt of online payment (Credit Cards/ Debit Cards/ Internet Payment Gateway / Payment made by direct debit from bank accounts on authorization by the external users) through the available Payment Gateway of DGH. System shall also be capable of updating receipts of payments made by external users in Cheque/ Bank Draft or through means outside the Payment Gateway (Viz netbanking).
3. The present payment gateway of DGH is from BillDesk, which may be subject to change during the tenancy of the NDR 2.0 contract.

### 13.5.5. Registered users

1. Registered users shall include Commercial Entities, Investors, Service Providers, Start-ups, Indian Universities, Foreign Universities, Government Institutions & Bodies, Research Institutes, Professional Societies/Bodies, and/or any other user authorized by NDR.
2. These users shall be categorised in different categories for example: Administrators, Primary, Premium, Academics, etc. based on the periodic membership fees as decided by DGH from time to time. Apart from these users, individuals can also register but they shall be entitled only for viewing data through web portal.
3. Attributes assigned to Users, shall among other standard attributes, also include viz. Data download entitlement (Enabled/Disabled), self-service Data submission (Enabled/ Disabled), Data Membership category (Free/Chargeable/Plan/etc), etc. Offered solution should have the provision to maintain accounting of the data

entitlement in terms of quantum as per membership category. For example: How much free entitled data has been purchased/ downloaded against the total free entitlement etc. Solution should allow implementation of Data entitlement and downloading as per NDR policy, which is dynamic.

### 13.5.6. User authentication and data entitlements

1. All access to users shall be allowed only after successful authentication. Users shall be allowed access only as per their authorizations, data entitlements and data disclosure timeline policy of each type of data. Data accessed by users must be within the approved entitlement hierarchy set up by data administrators for:

   (a) Well/wellbore data entitlement
   (b) Seismic data entitlement (to the shot point/CDP level) with related navigation and velocity data
   (c) Concession information
   (d) Physical assets (digital reports, scanned documents, etc.)
   (e) Data Visualization Room Booking

2. Entitlement and roles shall be established during the NDR 2.0 Methodology Implementation with guidance from the Purchaser. Entitlement shall automatically become effective (or revoked) at due dates. For example, well log data with a three-years release date shall be effective on that date, or a temporary entitlement granted for a data room shall be revoked when the entitlement expires. NDR data access to entitled parties shall be accomplished by adding/modifying entitlement records rather than by data duplications. Solution should allow implementation of Data entitlement and downloading as per NDR policy, which is dynamic.

3. DGH internal users may also require downloading the data for carrying out its internal studies or for some other use. Solution should have provision to allow DGH internal users to download data without any entitlements and bypassing the payment gateway.

4. Accounting of all the downloaded data irrespective of internal or external users.

### 13.5.7. Physical Asset Data registration

1. Although most of the data shall be submitted in the online mode, however, in some cases if data arrives in physical media then Physical asset management is a task that the Contractor shall perform on all the physical assets prior to loading in NDR 2.0. Data registration shall apply to all media containing digital information to be loaded to NDR 2.0. In addition, all new media (containing digital information)

arriving at DGH, Noida shall be registered prior to loading to NDR 2.0. Typical assets that are managed by DGH are:

(a) Seismic Data media
(b) Well Log media
(c) Production data media
(d) Other media

2. For an effective physical asset management, the physical asset management workflows have to be accompanied by the proper policies to govern various aspects of the asset's life cycle. The typical asset management workflow includes, but not limited to the following.

(a) Asset indexing/cataloguing/meta data
(b) Asset bar coding
(c) Asset check in
(d) Asset storage (library type environment)
(e) Asset security and entitlement
(f) Asset browsing – meta data
(g) Asset ordering
(h) Asset retrieval/check out/ order processing
(i) Reporting

3. The bar code shall be fixed on the digital media itself and not on the media cover in order to prevent misfiling of digital media. Data Registration and physical asset management software shall be provided by the Contractor and should be linked to the NDR 2.0 software using common keys. Reporting shall contain information on asset status and movement/flow that can be used by DGH Representative. If new data shipment contains hardcopy paper documents, logs or sections, the Contractor is responsible to barcode this information and enter it in the physical asset system, but the Contractor is not responsible for digitization. The same can be brought to the notice of DGH representative who in turn shall take necessary steps to get such data in digital form. The Contractor shall be able to track such hardcopy form of data also and able to generate reports of their status.

### 13.5.8. Self Service Data Submission by E&P Operators

1. The data submission should be on self-service basis, directly or through SFTP server. In case the Self-Service application requires licence for its functioning, the Bidder shall implement a Time Slot Management Tool so that E&P operators interested in submitting their data to NDR 2.0 are able to pre-book the Self-Service Time Slot as per their convenience. This is to ensure optimum utilisation of the Self-Service Application licences, Self-service refers to automated online data

submission and pre-defined quality control rules. The solution should have User defined business rules and/or automated corrective actions. Prior to uploading a dataset into NDR 2.0, the E&P Operator has to provide metadata for the dataset through a web-based form. This process should be as automated as much as possible to reduce the risk of error and to save time. The functionality should enable automated population of metadata by reading information from file headers. The Operator shall thereafter verify that the information is correct and provide any missing information manually.

(a) Contractor shall allocate a storage space out of the available hot storage, to facilitate file submission by the operator.

(b) Alerts for user intervention via email and data quality alerts while uploading are required.

(c) Solution should warn users of data gaps, off range values, suspect data and reject uploads if rules are breached. System should also send email alerts if expected data is not uploaded by users.

(d) The self-service data submission should be possible online through SFTP and also offline mode. Feature should have a trigger mail to inform the NDR team

(e) Data submitted by E&P Operator through Self Service shall be loaded into NDR 2.0 only after due QC by contractor and approval by DGH. Feature should have a trigger mail to inform the NDR/DGH team.

(f) Contractor should have a solution for hassle-free uploading/downloading of large files from client's system to NDR portal for eg. Integrating Upload/Download manager having the resume facility in case the internet connection breaks OR splitting the files into multiple parts at one end and reassembling at another end.

(g) The portal should allow the operators to track the status of their data that has been shared with DGH using electronic/physical means

2. A typical data self-submission feature/work flow which is required to be provided by the bidder shall be as follows:

**Step-1: Loading in self-service portal:**
• The self-service portal should have a web-based front-end user interface that is compatible with Google Chrome, Microsoft Edge, Firefox and any other common browser.
• The user should be able to select the operator name from a drop-down list to indicate the source of the data.
• Batch file loading or bulk data loading feature must be possible.
• The user should be able to add description/comments of the data uploading job
• After logging in, the user should be able to view status of all the uploading jobs performed by them.

**Step-2: Data Preparation:**

- The system must assign a dataset ID to each data uploading job
- The self-service portal should have drag and drop functionality and should allow users to upload files from either local or network storage.
- In case of bulk upload, the user should be able to map the wellbore curves to the respective well ID on the portal
- DGH should be able to dictate all operators to fill meta-data columns pertaining to uploading job files

**Step -3: Data Loading:**

- User should be able to view the auto-filled meta data of all seismic and well data files
- The user must have the option to modify some of these meta-data, if necessary

**Step -4: Data Quality Check:**

- The user should be able to get the data quality check done during the loading process.
- The data quality rules will be framed between DGH and the contractor during the design phase of the project.
- The QC report should outline the meta-data quality within the portal along with a detailed QC report.

**Step-5: Data Approval:**

- The data QC workflow should be flexible to meet DGH's needs. DGH shall decide whether to edit the data OR approve the data for publication OR Return to the operator (with comments) for re-upload after necessary corrections (in case of data QC failure).

**Step-6: Data publish:**

- Once the data has been approved, it should get published in the NDR portal for users to search and visualise

3. The above data types (Seismic, well, drilling and production), except the reports, should be loaded as data and not as an archive object. NDR 2.0 should be able to store, retrieve, and run queries to create reports and dashboards on the above-mentioned data types. All NDR 2.0 data should be managed in a single/integrated repository so that single search queries can retrieve all relevant information. Solution should carry out lifecycle tracking of data, from incoming media to end user order and data delivery.

- Self-Service activities relating to uploading/ submission of Drilling and Production data by E& P Operators upto the staging area/drop-box area should not involve provisioning of licences by purchaser and at the same time should support concurrent submission of data by multiple E&P operators/users i.e without any user restrictions. Licences provisioned as per the Bill of Material/Schedule of Rates are concurrent licences for Database Management activities only (viz. QC/loading/ etc).
- Typical Drilling data submission formats by E&P Operators are attached. However, actual data submission formats which shall be implement in the self-service portal of NDR 2.0 shall be finalised with the successful bidder during Kick-Off meeting.

4. **While loading the data it should be tagged so that data disclosure timelines can be controlled as per prevailing NDR policy using this tagging.**

### 13.5.9. UI for Data Loading

The data loading interface must have the following visualization:

1. Admin dashboards to track the progress & updated status of all old, new or ongoing jobs
2. Approver dashboards to track all relevant activities status (approved, rejected or waiting for actions)
3. Data loader/submitter dashboards to view the updated status of all relevant activities.
4. Total number of Jobs initiated in one month/year.
5. Total quantum of data loaded in specific timeline.
6. Total number of Jobs rejected, approved & pending.

The end user-interface should have the capability to be customized/modified as per the customer requirements during the entire Contract Period.

### 13.5.10. Data Delivery

1. All data shall be delivered through online mode (through cloud/sftp) to all users to the extent possible through NDR 2.0 portal. Full advantage shall be taken of the latest available technology to enable delivery through online mode. User selectable option for offline mode of delivery shall be available. In case of those users who have an account with the same CSP where NDR 2.0 data are hosted, provision shall be made to provide the user specific time-based link to download/read access the data through his own user account, subject to approval by DGH.

2. Contractor to integrate their application with DGH's existing payment gateway for facilitating data delivery to users. Detailed workflow will be worked out during execution stage however, a typical workflow would comprise of:

**Step-1:**
- Registered User login's to NDR portal and adds data (Line item in a briefcase/cart) which he wants to purchase. User is able to view final order volume by each data type. User submits purchase request on the portal.
- Status of purchase request is visible to user (Ordered/Approved/Data preparation status/Payment status/ delivery status/etc)

**Step-2:**
- NDR receives data purchase request from User.
- Approval of purchase request by DGH Team,
- Data package preparation completion
- Invoice auto generated and sent to the user.

**Step-3:**
- User selects Preferred mode of data delivery (Default option is online)
- Cost of data delivery mode gets added to invoice value (Online/physical media)
- User Proceeds to payment gateway for online payment and online signing of Confidentiality Agreement (CA) through portal.

**Step-4:**
- Once payment is confirmed by DGH and signed CA is obtained a secured linked is shared with the user for data downloading (in case of online mode of delivery). In other cases, data delivered through offline mode in suitable media.

### 13.5.11. Data Sale

NDR 2.0 data shall be on sale as per the price list governed by DGH from time to time. The cost of data sale shall depend on the following factors:

1. Data rate will be as per approved price list for NDR data sale
2. Type of data like whether speculative or other
3. Type of delivery like whether the data is part of data package for OALP, DSF, CBM, etc.
4. User requesting the non-speculative data has exploration license for the area or not
5. Any discount offered to a type of user like users from academia, membership discount etc.

The cost of chargeable data shall be in line with the data protocol and user's entitlement as set by DGH from time to time. Contractor to integrate their application with DGH's existing payment gateway for facilitating data delivery to users. Detailed workflow will be worked out during execution stage.

### 13.5.12. Data Room facility

Interested User shall be allowed to visualize and interpret data through virtual (cloud based) or physical data rooms after scheduling an appointment, using the NDR 2.0 portal-based Time Slot Management Tool developed by the Contractor.

1. **Virtual Data Room**:  Facility of web-based virtual data viewing room, equipped with graphic intensive virtual workstations and industry standard G&G interpretation software (licenses for G&G applications to be provided by DGH) for anytime, anywhere access of data to facilitate detailed study/evaluation shall be made available in NDR 2.0. This location agnostic data room facility shall be available with flexible timing. User access must be secured, should support rapid provisioning & configuration whenever needed.

2. **Physical Data Room**: Physical data room shall have thin clients installed which shall access to the NDR 2.0 virtual data room. This facility shall be made available for interested users in DGH office, Noida, Co-Location Bhubaneswar, or any other locations (to be notified from time to time by NDR) with prior booking of available slots. In case of Physical Data Room other than at DGH Noida/Co-Location Bhubaneswar, the necessary on-premises infrastructure shall be facilitated by DGH, all other necessary arrangements which may be required to access the VDR from these locations shall be in contractor's scope.  Physical data viewing room shall be equipped with hands on support and technical expertise provided by DGH-NDR team.

3. Contractor is required to provision the following for data room service, (with application licenses of G&G applications to be provided by DGH):

   (a) Implementation of portal for registration of users, authentication, and their management

   (b) Time Slot Management Tool

   (c) To enable VDR related payments through integration with Payment Gateway

   (d) Provisioning of ready to use Virtual Machines hosting G&G software(s)

   (e) Relevant data as per user requirements.

   (f) Virtual Data Room should not be just a simple remote desktop. Licenses required to connect to GPU based Virtual Data Room (03 Nos.) should be provided by the contractor.

   (g) Should have provision to prevent Data download/ export from VDR environment without DGH's approval

   (h) The portal should allow registration and booking of virtual data rooms. The web portal should allow online payments for data purchase/ subscription/ VDR bookings (and should have provision to include any other services planned by DGH in the future). Necessary integration with Payment Gateway to be done by contractor to facilitate receipt of on-line payments.

4. DGH internal users are required to create projects as per requirement of the end user beforehand to showcase the data on the day of booking of data room. This requires access to the VDI infrastructure. Solution should have flexibility to allow access to virtual workstations of data room (VDR) by DGH internal users without going through the payment gateway.

5. Data room charges should be as per prevailing NDR policy. The charges may be uniform or may be bid round specific also.

6. Accounting of all accesses to the VDI infrastructure.

### 13.5.13. Approval of Workflows

The approval of workflows is required to define standard operating procedures and approvals of DGH day to day operations. Contractor would submit draft approval workflow along with Bid and will finalize it within 2 months of getting the LOA, incorporating therein suggestions and comments from DGH and with the due approval of DGH. The Approval workflow document should consist of standard operating procedures for NDR 2.0, which should have at least the followings operating procedures:

1. Data Migration
2. Data Bank Security Protocols
3. Data Reception and Library
4. Physical asset management
5. Data-Loading, Quality Assurance and Validation
6. Managing Data Entitlements
7. Data Publication
8. Data Delivery/ sharing
9. Internal Audits and Reporting
10. Data repository Organization and Governance
11. Regulatory and Compliance
12. Service Level Agreement (SLA) Compliance
13. Administrator Access
14. Provisioning and De-provisioning of Cloud resources

### 13.5.14. Management Dashboard

Real time Management dashboard shall be customized/modified as per the customer requirements during the entire contract duration. The details of the initial dashboard to be developed by the contractor shall be **discussed and finalised during the kick-off meeting**, However, as a basic minimum, the following data/information shall be available:

1. Data availability reports on the following basis: Weekly, Monthly, Per Month versus Last Month, Date duration, Region-wise, Basin-wise, Block data type wise.

2. Region-wise, Basin-wise, and block-data-type-wise status of availability of seismic data.

3. Basin-wise, Field-wise, File-wise, and number-wise availability of Well log data.

4. Production Data disclosure through dashboard.

5. Information on data inventory, data uploaded, data sale, on the basis of: Block, survey, Operator, User Category, Payments etc.

6. Statistics of downloaded data file-wise, Field-wise, Basin-wise like downloaded users, how many times, when it was downloaded etc. download Statistics need to be tagged at each data file level.

7. Information on data loading:
   (a) Admin dashboard: Progress & updated status of completed/ongoing jobs
   (b) Approver dashboards: Status- Approved/Rejected/Waiting for action
   (c) Data loader/submitter dashboard: Updated status of all relevant activities

8. It should be possible to query the different types of data in NDR 2.0 - Category wise, Basin wise, Acquisition year wise, Operator wise, Round/Regime wise, Survey wise, flavour wise, etc. The information should be available regarding data size, data type, LKM/ SKM, No. of Lines, No. of files etc.

9. Facility of Data analytics, catalogue view, report generation, dashboard visualization, report summary, data status viewing, graphical display, statistical comparison etc. should be available.

10. Data analytics platform capable of running customised scripts (python, R etc) and perform statistical/ neural network computation based on AI/ML algorithm.

11. Solution should be able to generate graphical information of the data (in the form of graphs, 3D charts) based on user requests - on a real time basis.

12. Users should be able to view production, injection, well event data on the fly with roll up and drill down options within the defined hierarchy. These visualizations must be customizable. Summary pages must be linked to the relevant data reports and files. As an example, typical use cases are, scope is not limited to:

13. Plot production data at field, reservoir, well, completion level. User should be able to add events, injection rates, on-time, etc. on the same plots. Templates must be customizable.

14. Visualization of well completion with well history (testing, perforations, workovers, postproduction logs, P&A, etc.) Users should be able to view / follow the link to relevant reports / logs, etc.

15. Solution should allow users (DGH Team) to create their own analytics Dashboards through the platform. The dashboard needs to be linked to user profile and the user should be able to view the dashboard in every subsequent session, unless preferred otherwise by the user.

16. Solution should be able to create, save and customize the dashboard templates as per directions from DGH. The contractor can choose to do such customization by its backend team.
17. Data servers should be able to connect to 3rd party databases for data virtualization (for analytics and visualization)
18. All the integrated application software should be able to pull data from the E&P Databank from the user dashboard itself without the need to manually import the data
19. The end-users should be able to view data in a single platform from multiple data sources/databases
20. On entering or adding new data, the newly added data should automatically reflect in E&P databank
21. Data displayed should be exportable (e.g., any tabular data should be exportable in excel or CSV format in user defined pdf or excel format from web browser. )

### 13.5.15. Gravity and Magnetic Data Processing, Interpretation, and Modelling

**General Description**:

The software is required to do the data handling, QAQC, processing, modelling and interpretation of different formats of gravity and magnetic data with different geological inputs to meet the respective goal for exploration activities.

**Specifications:**

1. Software should be capable to do the processing of instrumental raw gravity and magnetic data through various gravity and magnetic data reduction/correction methods and capable to generate different types of gravity and magnetic anomaly maps. This includes particularly, the theoretical gravity value estimation, latitude correction, the free-air anomaly, Bouguer anomaly and the terrain corrected gravity anomaly along profiles, 2D contours as well as spatial 2D & 3D gridded maps.
2. The software should be capable to do the loop corrections in gravity data acquired through surveys and should facilitate drift correction, tidal correction, terrain correction, datum conversion, data transformation and noise filtering.
3. Should be capable to apply gravity and magnetic base station corrections.
4. Should be capable of applying isostatic residual corrections.
5. Should be capable of applying moving platform gravity corrections; Eotvos corrections.
6. Should have all magnetic data reduction tools, including Geomagnetic Reference Field model support, levelling of data, noise filtering and generation of various

magnetic anomaly maps like reduction to pole, analytical signal maps and vertical and horizontal derivative maps after the corrections.

7. Should be capable to handle sizable volume of data up to 60TB and capable to do data merging, splitting (by X, Y co-ordinates and lines), selection by area, re-sampling, editing in points, lines, polygons.

8. Should be capable to do grid, gridding methods includes Minimum curvature, kriging, bi-directional, average distance weighting, and direct gridding.

9. Should be capable to apply spatial and spectral filtering of line-based data, profile and gridded data smoothing, filtering of data through transformations or any other signal processing techniques.

10. Should be capable to provide the statistical information of the data being processed and histogram analysis of data.

11. Should be capable to apply basic filters such as low pass, high pass, bandpass, non-linear, convolution upward and downward continuation and various horizontal and vertical derivative filters to the line and grid-based data.

12. Quantitative interpretation tools for the depth to the basement, spectral depth estimation, Euler depth, Werner, source edges and automatic identification of lineaments and faults.

13. Should be capable of interactive 2D forward and inverse modelling of subsurface through gravity and magnetic data as well as through their integration or incorporation with other data sets including seismic, well and geology data.

14. Should be capable of building 2D models in time and convert to depth for gravity and magnetic calculations.

15. Should be capable of running gravity and magnetic 3D forward modelling and inversion on layered-earth models of any size or scale.

16. Should be capable of powerful mapping environments that overlap different grids & profiles with different scales and export in all industry standard vector and raster formats with specific scale for printing.

17. Ability to display high resolution Geo-TIF, TIF and JPEG images.

18. The software should have the capability to export and import the data and the images in different GIS friendly or other supporting software formats.

19. Facility to download global and regional open-source earth science datasets within the software and quickly clip and re-project these data to the survey area.

20. Facility to download aerial and road imagery maps within software

21. Should be capable of displaying 2D grids, relief surfaces, cross-sections, drill holes, 3D voxel & mesh grids and view with a powerful 3D viewer and editor tool.

22. Should be capable of transitioning quickly and easily between 1D, 2D and 3D.

23. Provides an automated method for determining the position, dip and intensity of magnetic source bodies for a magnetic profile

24. Incorporate advanced tools for processing and enhancing airborne magnetic and other geophysical data. It provides a step-by-step methodology for accomplishing a variety of levelling and correction tasks and includes a micro-levelling toolkit.
25. Workflow for gravity modelling which provides many opportunities to constrain modelling variables. It enables you to test geologic model accuracy by comparing the model's gravity and magnetic response to observed measurements.
26. Apply terrain corrections from digital elevation grids, lidar, SRTM or bathymetry data.
27. Should be capable of performing fast geophysical cloud based forward modelling and inversion with the ability to build and constrain models using supplementary geological, geophysical and geochemical information.
28. Facility of software installation, training and technical support.
29. By default, maintenance, updates and warranty of the software for five years (additional 1 year in case of extension, if any).

### 13.5.16. Seismic Data Editing, QC & Tape Management

The functionalities covered shall include capability of Seismic data loading, editing, unloading and QC. The other broad functional features shall comprise of:

1. Retrieval and repair legacy formats, merge, and check navigation data, and visualise quality control attributes.
2. Capabilities for Conditioning of big datasets for in-house or cloud computing and analytics.
3. Capabilities of Highly flexible data selection options during input and/or output, decoding, error checking and fault fixing to condition 2D or 3D data and related positioning information either as a stand-alone procedure or as the front-end for processing and analysis.
4. Capabilities to identify and reformat an unrivalled range of legacy recording formats and media.
5. Capabilities to identify and reformat an unrivalled range of legacy recording formats and media.
6. Capabilities to handle field tapes, post-stack data and pre-stack data in a variety of sort types such as shot, CMP, offset or other modes.
7. Capabilities to Extract and handle seismic and related metadata from various industry standard E&P data encapsulation including RODE, TIFF, TIF8, ARC, SEG-D, SEG-Y format files.
8. Capabilities to be accessed via a highly intuitive graphical user interface (GUI), enabling geoscientists, engineers, and data management personnel to quickly learn and optimally use its extensive functionality.

9. Capabilities to carry out 3D Geographical analysis, Should be able to reports key parameters including spacing and extents of in-lines, crosslines and x, y coordinates for a 3D dataset as a geometrical quality control check prior to lengthy data loading operations within a few seconds.

10. Should be highly flexible for seismic data transcription, reformatting, and manipulation application capable of handling a wide range of legacy and modern recording formats and media types.

11. Should be able to decode seismic historic data formats from various tape cartridge media and provides a comprehensive suite of quality control (QC) functionality while transcribing to modern high-capacity tape and disk libraries.

12. Should support a range of SCSI tape devices and data formats, including long records. Quality control displays and listings can be routed to screen, databases and/or print files as required.

13. Should be able to trawl through disk and/or tape seismic library systems and their related folder trees to identify types of seismic data and extract essential metadata. It should be able to typically use to validate, and where necessary, correct the contents of seismic data library catalogues and databases.

14. Should be able to Run in both Windows and Linux environments.

15. Should provide the ability to efficiently organise, classify and validate big volumes of data, including encapsulation and re-encapsulation as required

16. QC products typically should include trace displays, amplitude and frequency analyses on paper or screen. Outputs after reformatting should include SEG-Y format GIS-ready shape files for workstation use. Workflows should also be provided to ensure compliance of datasets.

17. Should be able to copy, manipulate, QC and index SEG-D and SEG-Y tape media, disk files and ftp accessible data.

18. Should be easily incorporated into workflow scripts and batch files and commands may be used to specify default options for the setup of complex jobs.

19. Should be able to extract essential information from the seismic data headers such as field file IDs, CDP numbers, 3D inline and crossline ranges enabling verification of the contents of detached tape indexes in databases or spreadsheets. Customized table of contents (TOC) can be produced to confirm that data complies to Company or other defined standards and identify any deficiencies.

20. Users should be able to use TOC files for purposes including:
    (a) Checking and correcting tape content metadata in a corporate/master data store
    (b) Quality control procedures
    (c) Extracting survey/dataset geometries
    (d) Data sequencing
    (e) Creation of new detailed and accurate tape labels

(f) Compliance with company and/or other regulatory business rules.

21. Should be fully compatible with the latest SEG-D rev. 3 updates from the SEG Technical Standards Committee and can verify or update historic tape libraries to conform to these standards.

22. Should be able to verify SEG-Y format seismic data on disk and provides the opportunity for the repair, quality assurance and control of post-stack datasets and the preparation of workstation-ready datasets.

23. Should be able to present essential information from SEG-Y trace headers in a way that quickly enables users to identify and correct any anomalies.

24. Feature of customisation and population of navigation data into trace headers. Should include a range of display methods for data quality control designed to help users to easily identify and remedy incorrect information.

    (a) An interactive view on user data, display sections and slices

    (b) View and compare locations from 2D seismic and navigation files

    (c) Report and highlight data inconsistencies

    (d) Produce 2D and 3D shapefiles

    (e) Condition the data

    (f) Commit changes to original files or write new volumes

    (g) Create navigation files from seismic headers

25. Should be able to Optimise use of local and remote tape devices and tape libraries wherever they are configured on a network and provide highly efficient read and write capabilities.

26. Should include a command line utility which can be used to Examine Metadata and Restore from various industry standard E&P data encapsulation including RODE, TIFF, TIF8, ARC, SEG-D, SEG-Y format files.

27. Should include a seismic data cartridge quality checker reader, a tool to diagnose the health of Linear Tape Open (LTO) and IBM 3592 tape cartridges.

28. Should be able to identify deteriorating tape cartridges before they fail, enabling preventative measures to be performed, such as retiring aging or damaged tape cartridges and replacing them with newer media to avoid the risk of losing valuable seismic data

29. Should decode the cartridge memory (CM), analyse the statistical quality data, and read and display the cartridge bar code label. Availability of the feature where the barcode can be saved in the CM and retrieved from the CM in case the label is damaged.

### 13.6. Contract Phases and Project Timeline

### 13.6.1. Contract Period

The initial Contract Period for the NDR2.0 project, after NDR2.0 Build-Up & Go-Live, shall be for **5 ½ (Five and a Half) years**, including Six months period for NDR 2.0 Build-Up and Go-Live, and **extendable by 1 (One) more year,** at the discretion of the purchaser.

### 13.6.2. Initial Mobilization

The Contractor shall mobilize its personnel for scheduling and conducting a three-day kick-off meeting. The contractor team must include as a minimum Project Manager, System Admin and Domain expert along with other required experts for the purpose of kick-off meeting. During this meeting Contractor should as a minimum discuss the following points for the start of project execution. These points/plans should be submitted to purchaser, well in advance of the kick-off meeting:

1.  Database workshop plan
2.  Project Execution plan
3.  Allocation of resources
4.  License deployment
5.  Data attributes
6.  Management and Analytics Dashboard customisations
7.  Methodology for User authorizations as per data entitlements and data disclosure timeline policy
8.  Standard operating procedures including workflow (within 2 months of LOA)
9.  Any other points

### 13.6.3. Role of Project Manager

The Project Manager shall be the key contact personnel for the purchaser to interact for all issues related to planning, scheduling, execution, operations, service quality and any other project activity throughout the contract period. The project manager shall ensure that the project schedule and deliverables are within the timeline as defined in the contract. The Responsibilities of Project Manager, as a minimum shall be the following:

1.  Project Planning, scheduling, and monitoring.
2.  Analysis of critical path and necessary corrective actions.
3.  Submission of weekly project status report.
4.  Submission of updated project plan and other necessary deliverables.
5.  Ensure compliance to safety, health, and environment.

6. Ensure proper conduct and management of all personnel deployed by the contractor during execution as well as Operations & Maintenance phase of the contract.

7. Conduct regular meetings with the purchaser for project updates/ discussions/ escalations/ technical issues.

8. Post Go-live, shall visit the DGH, Noida office for quarterly/on-need basis for onsite service quality meetings.

### 13.6.4. Progress Reporting & Review

The contractor shall submit project specific weekly and monthly progress report of the work (Management Information System Reports– MIS reports). The progress report shall as a minimum contain the following:

1. Project information, giving the broad features of the contract.
2. Introduction, giving a brief scope of the work under the contract and other details.
3. Execution schedule of the various components of the work, through a bar chart, showing the milestones, targeted tasks and up to date progress.
4. Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
5. Resource deployment statement along with their status.
6. Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
7. Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
8. Broad details of the bank Guarantees, indicating clearly their validity periods.
9. Quality assurance and quality control tests conducted during the month, with the results thereof.
10. Hold-up, if any to be specified.
11. Dispute, if any, shall also be highlighted.

### 13.6.5. Role of Site-in-charge

The senior most person preferably with seismic background shall be nominated as the *site-in-charge* for carrying out various activities related to NDR operations and maintenance including work distribution and planning, manpower leaves management, safety, and security of deployed manpower etc.

### 13.6.6. Resource required for data migration and ingestion

All resources required up to successful Go-Live, completion of full data migration from NDR 1.0 to NDR 2.0 and for initial Raw/Pre-Stack data ingestion through application (including all required manpower, application licences and support) shall be to contractor's account.

### 13.6.7. Services of Helpdesk

The contractor shall provide the services of an online (24x7) help desk (including help line number, email address) for raising service request/ tickets to report and to coordinate, status update of issues related to application, maintenance, security, performance for NDR 2.0.

### 13.6.8. Manpower for O&M

Manpower requirements during Operations & Maintenance period (Post Go-Live) has been mentioned in **Section 13.10 (Operational Manpower).**

### 13.6.9. Services Under Initial Data Migration:

1. All existing online geo-scientific and other dataset (loaded in the Petrobank Database and Recall Database), **as on the date of LOA**, in NDR 1.0, shall be migrated to the new NDR 2.0 Data repository installed by the contractor, after due Quality Check (QC) for ensuring Data consistency with the existing data of NDR 1.0. The migrated data shall be visible in NDR 2.0 web portal.
2. The approximate volume of on-line data in NDR 1.0 is around 95 TB, details of which is given below in **Table – 10.** However, this is indicative only and all online data, as on the date of LOA, shall be migrated as part of the initial data migration service.

**Table – 10 : ONLINE DATA VOLUMES**

| Data for loading to NDR | | | As on 30th November 2023 | |
|---|---|---|---|---|
| | | | Total Volume | |
| Seismic Data | | | No. of Lines | LKM/ SKM |
| 2D | Processed | On-shore | 25,054 | 6,85,325 |
| | | Off-Shore | 39,932 | 28,98,471 |
| | | Total | 64,986 | 35,83,796 |
| | | | | |
| 3D | Processed | On-shore | | 2,91,809 |
| | | Off-Shore | | 8,26,564 |
| | | Total | | 11,18,373 |

| | |
|---|---|
| Well and Log Data | 23,115 Nos |
| Spatial Data | Existing spatial layers |
| Well Reports | 49,223 Nos |
| Seismic Reports | 16,979 Nos |
| Scanned Logs | 60,580 Nos |
| Other Reports | 18,169 Nos |

**Note:**

(a) Assessment of how first entitlements are to be transferred and which checks, and procedures shall be carried out to ensure that entitlements to data are migrated 100% successfully.

(b) The data migration should include any required customizations like – adding new datatypes, adding new attributes, design custom business rules for data quality.

(c) The Contractor should describe how all entitlements are to be transferred and which checks, and procedures shall be carried out to ensure that entitlements to data are migrated 100% successfully

(d) The Contractor shall migrate existing spatial layers in NDR portal.

(e) The Contractor shall also migrate existing user database (Active Directory) of NDR 1.0.

(f) DGH will provide Read access to existing databases, software, and network for migration of data from NDR 1.0 to NDR 2.0.

(g) In case later on, if some data are found to be incomplete/partial, the Contractor has to re-load/re-migrate at his own cost. It shall be the contractor's responsibility to ensure that all works for NDR 2.0, which require the availability of NDR 1.0, is carried out and completed on priority. NDR1.0, which is entering end-of-life, will only be available for maximum period of 12 (Twelve) months from the date of issue of LOA to contractor.

### 13.6.10. Services Under Raw/Pre-Stack Seismic Data Ingestion

1. **Raw/Pre-Stack Offline Seismic data:** Approximately 3.5 – 4 Petabytes (PB) of Raw/Pre-Stack Seismic data is presently archived in external USB HDD mostly with capacity of 8 TB.

2. These Offline Raw/Pre-stack seismic data are being copied to cloud storage through a separate tender engaged by the purchaser.

3. In order to ensure that these data are copied in a structured manner/folder wise and properly indexed, the NDR 2.0 contractor shall provided all necessary assistance to the engaged agency.

4. The NDR 2.0 contractor shall also ensure the proper cataloguing (information regarding all the attributes) of the data are being maintained.

5. Suitable system(s) shall be created by the NDR 2.0 contractor to enable this data to be provided to E&P operators through SFTP server links, till such time that the Raw/Pre stack data is not ingested by the NDR 2.0 contractor through the application, for direct visualization through application (GIS Map) and online data ordering.

6. The following table broadly depicts the data volume and priority to be followed for Raw/Pre-Stack seismic data ingestion through the application. However, these are indicative only and work shall be carried out by the NDR 2.0 contractor as per direction of the purchaser.

<div align="center">

**Table – 11 : Raw/Pre-Stack seismic data**

</div>

| Sl | Basin wise categorization | Approximate size (PB) |
|----|---------------------------|-----------------------|
| I | Seismic data recently acquired or under acquisition by Govt in Offshore/EEZ | 0.1 |
| II | All offshore data, pertaining to Category II and III basins | 1.6 |
| III | Data of Offshore prospective areas identified by DGH (Category-I Basins) | 0.6 |
| IV | Offshore data for **Cauvery Basin** (Category-I) | 1.15 |
| | **Total =** | 3.45 |

## 13.6.11. Phases of NDR 2.0

The duration of different phases of the NDR2.0 project are as follows:

**Phase 1- Build up & Go-Live Phase:** Go-Live within 6 months. NDR2.0 Go-Live marks the end of Phase1.

**Phase 2- Operations & Maintenance phase:** Five years. Starts immediately after Phase 1 and continues till the end of contract. This phase also includes DR setup and Raw/Pre-Stack seismic data ingestion through the application within 6 months of Go-Live.

**Phase 3- Operations & Maintenance phase (Extension Period):** At the discretion of purchaser. One year starts immediately after expiry of Phase 2 (O&M phase) of five years.

**Figure 1: Main Phases of NDR 2.0 Project**

| NDR2.0 Build-up and Go-Live with Initial Data Migration | a) Raw/ Pre-Stack seismic data ingestion through the application b) DR Setup | | NDR 2.0 Operations & Maintenance |
|---|---|---|---|
| | NDR 2.0 Operations & Maintenance | | |
| 6 Months | 6 Months | Four Years Six Months | One Year |
| Phase-1 Build-up & Go-Live | Phase-2 Operations & Maintenance Phase (Five years contract period) | | Phase-3 O&M (Extension Period) |

**Note:**

(a) **Initial Online Data,** as on the date of LOA**,** available in NDR1.0 shall be migrated by the NDR 2.0 contractor to the NDR2.0 during Phase-1.

(b) New Data arriving at NDR, during Phase-1, shall be loaded in NDR 1.0 by the existing contractor, No data shall be loaded in NDR1.0 after the *Breakeven Date* (*Breakeven date* shall be a date decided by DGH which will tentatively be within the first 4 months of Phase-2)

(c) All balance on-line Data in NDR 1.0 shall be migrated to NDR 2.0 during phase 2 within two months from the *Breakeven Date*.

(d) **Raw/Pre-Stack Seismic data ingestion** as per data volume in **Table – 11** shall have to be ingested through the application, within 6 months of Go-Live, by the NDR 2.0 contractor

(e) Purchaser shall endeavour to keep the existing NDR1.0 available for a duration of 12 months, from the date of issuance of LoA to NDR2.0 Contractor. The NDR 2.0 Contractor shall prioritize his work accordingly.

### 13.6.12. Build-up & Go-Live of NDR2.0 (Phase -1)

The Contractor's tasks shall include, but not limited to, the following:

1. Mobilize the Project implementation team.
2. Submit proposed Cloud Infrastructure High Level Design to purchaser for concurrence.

3. Carry out Installation, configuration, testing and Commissioning of all software and security systems for NDR 2.0. Also, carry out configuration, testing and Commissioning of all On- cloud infrastructure for NDR 2.0.

4. Submit Procedure document of VAPT testing for concurrence of the purchaser.

5. Provision all Application Software and carry out Installation, configuration, testing and Commissioning of all application software on On-cloud infrastructure for NDR 2.0.,

6. Seamless integration of bidder's applications with all on-premises hardware and cloud resources

7. Customization, configuration and testing of the NDR2.0 web-based GIS Portal.

8. Configuration of Portal for registration and access of Virtual Data Rooms.

9. Customization, Revamping, upgrading, and testing of NDR 2.0 Website.

10. Establish all relevant standards (for naming conventions, data standards, submission standards, etc.)

11. Required customizations like – adding new datatypes, adding new attributes, design custom business rules for data quality etc.

12. Migration of **Initial Online Data**, as on the date of LOA, from NDR1.0 to NDR2.0 and visibility of the same in NDR 2.0 web portal.

13. Assistance and guidance to the agency engaged by the purchaser for Raw/Pre-stack seismic data copying to cloud storage, so that data is copied in a structured manner/folder wise/properly indexed/catalogued.

14. Create suitable system(s) to enable Raw/Pre-stack seismic data to be provided to E&P operators through SFTP server links, till such time that the data is not ingested through the application, for direct viewing/online ordering.

15. Build interface and pull existing data from purchaser's PDMS & DDMS into NDR 2.0 database and showcase necessary data in the NDR 2.0 Portal.

16. Establish Contract performance measurement and reporting procedures.

17. Perform User acceptance tests.

18. Carry out Vulnerability Assessment and Penetration Testing (VAPT) by CERT-IN empanelled auditor and submission of audit compliance report along with VAPT certificate issued by CERT-IN empanelled auditor to the purchaser.

19. Go-Live

During build up phase, the Contractor shall at first load a representative (small) sample data set for each of the referenced data domains to test and validate the loading processes, UI and data retrieval and delivery systems including self-service model which includes generation and communication of data download link for end user, registration and access of Virtual Data Rooms.

Further tasks to be completed during this phase consist of any and all tasks necessary to make NDR2.0 Go-Live and ready to provide the services as per terms and

specifications of the Contract. Arrangement of all the resource requirement during this phase like manpower and software for this phase shall be sole responsibility of the contractor at his own cost.

### 13.6.13. Operation & Maintenance phase (Phase -2)

This phase starts immediately after the completion of the Build-up **& Go-Live** phase. The Five years period starts with this phase. Contractor to provide the operational manpower at the start of this phase. During this Phase, the Contractor shall perform, as a minimum, the following tasks:

1. **Initial six months of the Phase-2**: Contractor has to complete following activities apart from activities as required for NDR2.0 under O&M phase:
   (a) Remaining online data from NDR1.0 to be migrated to NDR2.0 within 2 (Two) months from the *Breakeven Date*. During this period end users shall be logging into the NDR2.0 portal and contractor needs to make provision for option of redirecting to NDR1.0 portal. However, this option needs to be discontinued once whole NDR1.0 online data is migrated to NDR2.0.
   (b) Raw/Pre stack seismic data ingestion through the application for direct viewing/online ordering. Proper Cataloguing and Data attributes for the Raw/Pre stack seismic data shall be maintained.
   (c) Populate all legacy data related to existing invoices (maintained in Excel format by NDR 1.0 since its inception i.e June 2017) in the new Invoice Management system so as to get all invoice related statistics from a single point.
   (d) Submit Disaster Recovery and Business Continuity plans for necessary approval by purchaser, prior to start of work on the Disaster Recovery Center (SDC).
   (e) Deploy and test the Disaster Recovery and Business Continuity plans, including VAPT of NDR2.0 after integration with Disaster recovery (SDC/DR).
   (f) Deploy and test the backup & restore services
   (g) Update site-specific User Operations & Maintenance manuals encompassing all NDR 2.0 services
   (h) Implement data loading methodology, based on **Section 13.5.7** of scope of work.
   (i) Formulate the data loading strategy and priorities
2. **O&M activity**:
   (a) All ongoing data loading services for all type of data in NDR Repository, submitted through Self-Service portal or arriving in Physical Media at DGH, Noida.
   (b) All ongoing data loading from purchaser's PDMS & DDMS. Also, all Historical drilling data in local database.
   (c) Data delivery and user support services that can reasonably be expected from an NDR.
   (d) To deliver data already populated in NDR2.0 to NDR subscribers as required.

(e) To deliver data to DGH in support of acreage promotion activities (e.g., OALP, DSF, CBM, etc.), internal DGH studies, and data sales

(f) To keep in an operational state the NDR2.0 systems & and all application software

(g) To perform all the necessary business continuity and disaster recovery tasks

(h) To carry out all works as mentioned in this Scope of Work including any work as may be reasonably expected from an NDR

(i) To provide help and support (and end-user training, if required) to DGH and NDR participants

(j) Carry out annual **Vulnerability Assessment and Penetration Testing (VAPT).**

(k) **Carry out all works related to End of Contract Deliverables /Transitions and Exit Management** (in case of contract extension, this activity shall be carried out in Phase-3).

### 13.6.14. Operation & Maintenance phase, Extension Period (Phase -3)

The 1 (One) year extension period, at the sole discretion of purchaser, shall start immediately after the completion of the Operation & Maintenance phase (Phase-2). Contractor to continue providing all services as listed under Operation & Maintenance phase (Phase-2), including operational Manpower, during this phase.

### 13.7. User Acceptance Test (UAT)

The contractor shall prepare a detailed test procedure covering all the functionalities defined in this Tender and get it approved by the purchaser, prior to the User acceptance test. Test procedure is to be submitted by the bidder at least one month prior to the proposed UAT date. Purchaser will provide its approval/ comments no later than seven (7) working days from the date of receipt   of the test procedure. The User Acceptance Test criteria for NDR2.0, shall comprise of the following:

### 13.7.1. Data accessing/functionality tests

1. Load & Retrieval of ten 2D lines, Two 3D surveys (one onshore and one offshore). 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D Seismic Pilot data may include as many as 10 datasets like Post-Stack (SEGY), Pre-Stack (SEGD), one Raw Stack, one Raw Migration, one Filtered Migration, one PSTM, one gather and other such datasets along with reports, maps and documents numbering ten.

2. Load & Retrieval of 4 wells (2 onshore and 2 offshore) Pilot data may contain as many as 10 data types like well header, well deviation, well logs, well production and other well data types described in Scope of Work along with reports, maps and documents numbering ten.

3. Load & Retrieval of Production Pilot data along with reports, maps and documents.

4. The acceptance criteria shall include successful loading/migration and retrieval of above data (point a, b and C). "Load" means performing all the tasks required in order to prepare, load, quality check, entitle and publish all data related to an E&P object. "Retrieval" means performing all testing of query, download, output, data delivery in online mode.

5. One registration and access of Virtual Data Room.

6. One data download of around 10 GB from Cloud Centre to NDR data centre.

7. User experience of VDIs and GPU based VDR

8. Random QC checks for at least 10 datasets of migrated data (Online data over cloud).

9. Random cataloguing check for the raw/pre stack data (offline) copied to cloud storage.

### 13.7.2. Web Portal and website tests

This test sections shall verify the functionalities related to web portal and website. Tests shall include Web portal and website functionalities, performance, Site specific customisations like data downloading, uploading, data entitlement etc., migration of existing users and revamping of NDR website created for DGH.

### 13.7.3. Availability test

This test shall verify the stability of the NDR application and services after all the above-mentioned user acceptance testing have been completed. NDR functionalities shall be observed for a period of 48 hours for user experience and system stability.

### 13.7.4. User Acceptance Test Certificate

Upon completion of User acceptance testing covering all the tests and functionalities mentioned as above, A joint certificate would be signed between DIC, DGH and Contractor, declaring successful User Acceptance Test (UAT).

### 13.8. Go-Live

This section collates the information regarding the state of the project prior to declaration and acceptance of the Go-Live. Contractor shall submit a Go-live schedule and checklist with the status of the go-live markers. For the purpose of this Tender, "Go-Live" is defined as the date on which all of the following Go-Live markers are completed and accepted by the purchaser:

1. Services listed in Phase-1 as per **Section 13.6.12 (Build-up & Go-Live of NDR2.0 (Phase -1))** are completed, operational and accepted.

2.  Submission of Documentation and Deliverables as mentioned in **Section 13.17.3 (Documentation to be provided Prior to Go-Live)** and requisite sign offs obtained.

3.  User Acceptance Testing completed, and User Acceptance Test certificate issued.

4.  VAPT certificate is submitted to the Purchaser.

5.  FRS compliance achieved.

6.  All the root/Admin account accesses and user IDs & passwords with encryption and decryption keys, scripts handover to the Purchaser.

7.  Naming standards of NDR 2.0 database handover to the Purchaser.

8.  Any Other requirements up to Go-live as mentioned in Scope of work has been completed.

## 13.9.   Secondary Data Center (Disaster Recovery or DR)

1.  The proposed NDR 2.0 SDC (DR) shall be hosted in a MeitY Empanelled Data center.

2.  The main purpose of having a DR solution is to provide business continuity of the NDR 2.0 during the periods when the PDC is out of service (Disaster is declared). DR shall be managed in the same way as that of PDC.

3.  SDC (DR) must have a copy of all the PDC data. Also, SDC (DR) must have all the application functionality as provided in PDC so that in case of disaster at PDC, DGH personnel can continue their operations from SDC (DR) with PDC production setup.

4.  The Disaster Recovery Center (SDC) shall guarantee business resumption with RPO and RTO not more than 24 hours, WWW access, Security and data management services for all data types and should seamlessly allow users to connect to the SDC (DR) site.

5.  The Contractor should prepare, provide and maintain a disaster recovery plan detailing preventive, detective and corrective measures (i.e., recover NDR 2.0 completely) to be taken in the event of a disaster (e.g., natural disasters such as floods etc. or manmade disasters such as hazardous material, acts of terrorism, fire, etc.) that makes it impossible for the NDR 2.0 users to continue their business (e.g., data or processing capacity becomes unavailable due to a disaster). **This Plan shall be submitted to the purchaser for approval prior to work on the Disaster Recovery Center (SDC)**.

6.  The Contractor should perform the disaster recovery drills every 6 months for a duration of 1 (one) day with prior intimation and approval from the Purchaser.

7.  In case of either an actual disaster or a DR Drill, when PDC has been made inactive or is not available, the SDC shall be operationalised to become in active state and shall provide all the services as were available in PDC before the Disaster or Drill.

8.  The contractor has to configure and monitor replication of all kinds of data between PDC and SDC (DR) with proper data integrity and data handling and shall take corrective action in case of any issues and deviations and report the same to the Purchaser.

9. Post re-availability of PDC, the switch over from SDC to PDC shall be prompt and without any undue delay with all the incremental data being reverse replicated to the PDC.

10. **Acceptance of Secondary Data Center (SDC)/ Disaster Recovery (DR)**

    The purchaser shall verify the SDC/DR prior to acceptance of the Secondary Data Center (SDC)/ Disaster Recovery (DR), The Contractor shall make all the necessary arrangement to facilitate the following checks:

    (a) Verification of complete PDC data replication on the SDC site.

    (b) VAPT certification by CERT-IN empanelled third party for NDR 2.0 after SDC/DR Integration with PDC.

    (c) SDC/DR drill of one day duration for demonstrating the compliance to **Section 13.9**.

### 13.10. Operational Manpower

### 13.10.1. General:

1. The Contractor shall provide competent manpower at DGH Noida for the operation and maintenance of the NDR 2.0. The designation, experience, qualification, and normal job description of manpower resources to be provided are mentioned in **Table – 12**, below. The quantity mentioned is the minimum requirement as estimated by the Purchaser. However, purchaser may request for an increase/decrease in the requirement of the manpower, based on requirement. Contractor must ensure that the manpower resources are capable of carrying out all services mentioned in the Scope of Work from receipt of data to storing / delivery of data. The contractor's manpower Viz. Application Administrator and Data loaders, prior to deployment at DGH, shall have successfully undergone trainings on the offered application (minimum 2 weeks of relevant trainings). A certificate of successful completion of the training, issued by Application OEM/Training Agency, shall be provided.

2. **The biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida by the contractor, during the O&M period of the contract, is to be submitted as part of the Contractor's Bid documentation for scrutiny and approval by the Purchaser.** Alternatively, the bidder may submit an undertaking declaring that the deployed O&M team shall meet the requirements for qualifications and credentials of the O&M team as per details specified at clause 13.10.1, Table 12 and clause 13.10.2. However, in this case, the bidder shall submit the biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida within a maximum period of 45 days from the date of issue of LOA by the purchaser, failing which the

purchaser reserves the right to terminate the Contract without any compensation whatsoever to the contractor.

3. The Bidder/Contractor shall be solely responsible for providing all requirements of their personnel throughout the entire period of the contract including but not limited to, their transportation to & from site, enroute/local boarding, lodging & medical etc. the Purchaser shall have no responsibility or liability in this regard.

4. All the Operational personnel offered by the Bidder/Contractor must have adequate experience and educational qualification (as specified in SOW) and should be fluent in English language. The Bidder/Contractor shall provide the supporting staff (if any) at their own expenses.

5. All manpower deployed as part of regular Operational Manpower shall be in the payroll of the bidder/contractor.

6. It shall be the Contractor's responsibility to ensure that all deputed Manpower are Medically fit and capable of carrying out the assigned duties.

7. It shall be the Contractor's responsibility to ensure the deputed Manpower shall at all times carry out works as assigned by HOD NDR of DGH or its authorized representative, in a timely and professional manner. The Bidder/Contractor should ensure that their personnel observe applicable DGH and statutory safety requirement. At any given time, if purchaser finds that the deputed Manpower is not up to the mark/ non-performing/ not suitable as per the job described/ have behavioural issues, the contractor will have to replace the manpower, as directed by the purchaser, within a maximum duration of 15 days from the date of issuance of such a request. In case, the competent manpower replacement is not provided by the Contractor, the manpower will be treated as not available/ un-authorised absence, and the contractor will be liable for deduction on account of Penalty as per relevant clause of SLA.

8. If any manpower deployed by the Contractor at DGH Noida, does not meet the qualification requirement specified in the RFP the same shall be treated as not available/un-authorised absence, and the contractor will be liable for deduction on account of Penalty as per relevant clause of SLA.

**Note:** Contingent hands required for day-to-day data handling shall be provided by the Contractor himself.

**Table – 12 : Requirement of O&M Manpower**

| Sl | Role | Experience in same field (Years) | Job Description | Qty |
|---|---|---|---|---|
| 1. | Application Administrator | 5+ | Application Administration shall be the overall single point support for NDR 2.0 | 1 |

| | | | | |
|---|---|---|---|---|
| 2. | Seismic Loader (5+) | 5+ | Seismic data loading and train DGH data loader. Load 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D Processed/ Field data as per Scope of Work. Corrections in formats, if any. Managing Physical assets and seismic data delivery services. | 2 |
| 3. | Well Loader (5+) | 5+ | Well data loading and train DGH data loader. Load well, well logs, scanned logs, Drilling data, reports as per the Scope of Work Correction in formats if any. Managing Physical assets well data delivery services. | 1 |
| 4. | Other Data Services | 5+ | Loading services for other data like Production data, Geoscience data and data delivery services. | 1 |
| 5. | Services other than Data loading | 3+ | GIS, Physical Asset Management, Inventory Management, Bar coding, Record management, documentation management etc. | 1 |

Note:
- Above manpower list is excluding the manpower and other resources which is required to be deployed by the bidder/contractor] for successful completion of all works required for successful Go-Live, completion of full data migration from NDR 1.0 to NDR 2.0 and for initial Raw/Pre-Stack data ingestion through application as per SOW of this Tender document.
- For integration/migration of data, domain/software specialist are to be engaged as per the requirement of the project to complete the work within the stipulated time.

### 13.10.2. Manpower Qualification

1. **Application Administrator:** Bachelors (MCA/B. Tech) degree in Computer Science/ Computer Engineering/Information technology with minimum 5 years of working experience in this domain. He/she must have expertise in application administration activities.
2. **Seismic data loader (5+):** Master's degree in Geophysics/ Geology/ B.Tech in Petroleum Engineering, must have at least 5 years of working experience in this domain. He/she must have adequate expertise in management of seismic data (2D,

3D, SEGY, SEGD and other standard formats), Raw/field and processed data management, independently.

3. **Well data loader (5+):** Master's degree in Geology/ Geophysics/ Petrophysics/ B.Tech in Petroleum Engineering must have at least 05 (five) years of working experience in this domain. He/she must have expertise in various processed/raw well log data/drilling data management, independently.

4. **Other Data Services (5+):** Master's degree in Geology/ Geophysics/ Petrophysics/ B.Tech Engineering with minimum 5 years working experience in handling Geoscience and Production data.

5. **Services other than Data loading (3+):** Bachelor's degree with minimum **3** years of working experience in GIS software like ArcGIS. Additionally, Asset Management/ Inventory Management/ Bar coding/ Record management/ documentation management experience is also desirable.

### 13.10.3. Work Location and working hours

The Contractor shall provide all manpower services at the DGH premises in Noida near New Delhi. The Contractor shall be required to mobilize his team along with On-site materials as per SOR to this work location.

The Contractor's Manpower deployed at DGH shall follow DGH's office working schedule and Timing. The existing working schedule and duty timing at DGH for General Shift manpower is from 09:30 AM to 17:30 PM IST with 5 (five) working days in a week i.e. Monday to Friday. Saturday and Sunday are weekly off-days. Contractor manpower may also be asked to work in shifts, the shift timings would be – Shift A (0600 Hrs to 1400 Hrs), Shift B (1400 Hrs to 2200 Hrs), Shift C (2200 Hrs to 0600 Hrs). The Contractor shall operate, in general, the NDR 2.0 data centre for the Contract Duration with his provided staff as per DGH's working hours and working days. In case of work exigency, the working hours/days may be varied.

In case of any revision in the working schedule/ duty timings at DGH, the contractor's Manpower shall follow the revised schedule/ timings. The NDR 2.0 shall provide its services to users on 24Hrs x 365 days basis. Web access should be available round the clock at any given point of time.

### 13.10.4. Pay, Maximum Working Hours, Leave, PF & ESI

Pay, maximum working hours, Leave, PF, ESI, benefits etc. of Contractor's manpower, shall comply to applicable Laws and Rules laid down by Government of India. Contractor's Female employees shall not be deployed alone at DGH's office, during non-working hours.

Intimation of any Contractor's Manpower going on leave should be given to DGH in advance. The Contractor should plan for competent substitute manpower for the manpower going on leave well in advance and same should be informed to DGH.

If competent substitute is not provided, it would be considered as unauthorised absence of manpower and the Contractor would be liable for deduction on account of Penalty as per relevant clause of SLA.

**NOTE: The quoted rates for manpower should comply with the minimum wages act**.

## 13.11. Licenses

1. All Licences / application / software / Root access/ Admin User name /Admin Account etc. shall be registered in the name of ***Directorate General of Hydrocarbons, Noida***.

2. The software licenses should not have any other restriction based on location / hardware and DGH shall have the flexibility of use. Wherever requirements of licenses are mentioned in this Tender, it shall be deemed to mean full version concurrent licenses with no restriction on functional use.

3. No component or sub-component or software or service that is likely to be declared end-of-sale within 36 months of award of contract shall be proposed/supplied.

4. No component or sub-component or software or service that is likely to be declared end-of-support within the duration of contract shall be proposed/supplied.

5. The Contractor shall perform all the application software upgrades and updates during the contract period.

6. To meet the stated SLAs and functional requirements, Contractor shall add / provision additional components (if any) as required other than the proposed Schedule of Rates (SOR) without any additional cost to the Purchaser.

7. Pro-rata payment shall be applicable for those annual licenses which have been provisioned at a later date (i.e., those provisioned in the mid segment of an annual period).

8. Any additional licenses (apart from those mentioned in SOR) to achieve full functionality of the specifications as mentioned in the scope of work, shall be provided by the Contractor at no additional cost to the Purchaser.

9. All internal licenses, including cross licenses, database licences, Advanced full functionality GIS licence, Third party licences etc., required for full functionality of features as mentioned in this document shall be provided by the Contractor at no additional cost to the Purchaser. With regards to databases it is clarified that

purchaser shall only provide open source managed database services available with the purchaser's CSP.

10. All Licenses required up to Go-Live shall be arranged by the Contractor at no cost to the Purchaser.

## 13.12. Software Updates/Upgrades

1. All update/upgrades shall be installed within 60 days of the official release of the update/upgrades (after due testing and certification by the contractor) unless the Contractor has a written agreement from the Purchaser to the contrary. This is applicable to all software required to operate the NDR 2.0.

2. For third-party software required to operate the NDR 2.0, update/upgrades/patch should be applied within 60 days of having been validated by OEM of NDR 2.0 solution.

3. During the tenancy of this contract, all Upgrades, updates, and patches as when available shall be provided/installed/applied without any additional charges to the Purchaser for all software required to operate the NDR 2.0.

4. The NDR 2.0 solution should be compatible with the latest (n) major release or one previous major release (n-1) of OS during the contract period with same or increased functionalities.

## 13.13. Automated SLA Monitoring Tool

The Contractor shall provide a customized, automated SLA Monitoring Tool. The following broad features are envisaged for the monitoring tool:

1. SLA reporting should be generated using the tool on a Weekly, Monthly, Quarterly basis in the templates approved by the purchaser.

2. To the extent possible, SLA reporting should be based on automated logs with minimal manual interventions.

3. Well-defined processes should be implemented for those SLAs that require manual intervention for measurement and reporting. In such cases, the SLA measurement methodology should be discussed and agreed upon with the purchaser.

4. The Contractor shall implement the SLA Monitoring System to measure performance against each of the indicators listed under SLAs specified in the Tender. The SLA Monitoring System implemented by the Contractor shall be reviewed by the purchaser before usage.

5. The Contractor shall ensure that proposed SLA monitoring system addresses all the SLA measurement requirements.

6. The proposed tool should provide comprehensive and end-to-end management of all the components being monitored for each service.

7. The proposed SLA monitoring tool should automatically document problems and interruptions of services and provide the consolidated violations as per the SLA

8. The proposed tool should allow for monitoring of new SLAs.

9. Application Performance Dashboard, providing real-time picture of application infrastructure and components' health, measuring application performance against a pre-defined KPIs and alerting when discrepancies or abnormalities are identified.

10. Cloud IT infrastructure status including CPU usage, Memory usage etc. Necessary real time data integration to be carried out with the concerned CSP.

11. Status of Leased line connectivity

## 13.14. Quality of Services provided by Contractor:

1. Data loading shall be carried out as per the international E&P industry standard/practice. The loaded data should be properly maintained in the database.

2. Contractor should follow SEGY convention for seismic data loading.

3. Proper cataloguing needs to be done for 2D, 2D-3C, 3D, 3D-3C, 3D-4C & 4D seismic dataset, Drilling data, Production Data and well data.

4. Contractor shall be responsible for incompleteness and erroneous data entered during data loading by their key personnel into NDR and needs to be corrected at any stage of time up to 6 months from the end of the contract.

## 13.15. Training

1. The Contractor shall at its OEM facility provide following trainings to DGH Representatives.
   (a) Application administration (including database and system management): Two participants per batch.
   (b) Functional training (operations & maintenance including services like data loading and other functions): Four participants per batch.

2. The objective of the above trainings is to enable DGH to effectively use the NDR 2.0 from database and system management view as well as for submitting data, browsing data, downloading data and for other NDR 2.0 functions. The other objective of the training is to help DGH take over the NDR 2.0 operations, on Contract Exit.

3. The training schedule shall be so arranged that DGH personnel are trained in (a) Database and system management and (b) NDR 2.0 Operations, at an early stage to enable DGH to participate meaningfully during commissioning and Build-up period.

4.  Both Type of trainings shall be conducted in batches of no more than 2 participants for application administration and 4 participants for functional training, having to be released by DGH for the training, at any given point of time.

5.  The contractor shall plan training schedules well in advance.

6.  The minimum duration of each type of above training, i.e., Application administration and Functional Training, shall be for 7 working days.

7.  Lodging, boarding, travelling cost and allowances for the purpose of above trainings, with respect to DGH participants, will be borne by DGH.

8.  In addition, the Contractor shall also provide on-site web-based end user training program to acquaint end users on how to use NDR 2.0. This training shall be for 80 participants (in batches of 5 participants per class with each training session being for a duration of two days) from DGH nominated participants. This should be spread over several sessions, post the completion of "Go-Live" phase. For end-user training, NDR infrastructure facility can be used, as per DGH's directions.

9.  Contractor is required to create training material like documents, videos etc. which shall be hosted on the NDR 2.0 portal prior to actual training schedule, for all above trainings.

## 13.16. End of Contract Deliverables/ Transition and Exit Management

1.  IT infrastructure support being provided under this contract is a critical business activity and its continuity is crucial for running of the business. As such, exit from the contract, for whatever reasons, needs to be a planned exit, to ensure that there is no disruption of service and smooth migration takes place to the next Service Provider. The Contractor shall provide the Purchaser with "Transition and Exit Management Plan" which shall deal with the processes to be followed on completion of the Service or exit from the contract (for whatever reasons). The Transition and Exit Management Plan shall cover foreclosure/ termination/completion of the Service. Such Transition and Exit Management Plan shall be submitted by the Contractor with Part – I Techno-Commercial Offer, and the same shall be approved by the purchaser. The approved Transition and Exit Management Plan shall become part of the Contract Document.

2.  The Contractor shall update the submitted Transition and Exit management plan one year before the contract expires and submit the same to the purchaser for re-approval, which shall supersede the initial plan. All risk during transition stage shall be properly documented by the Contractor and mitigation measures shall be planned well in advance to ensure a smooth transition without any service disruption.

3.  Immediately prior to the initiation of the exit, the Contractor shall provide an updated plan for authorization by the purchaser.

4.  **In case of Contract expiry-** The transition and exit management, period shall start 6 months before the expiration of the contract.

5.  **In case of exit from the contract (for whatever reasons)** - the exit management period shall start from effective date of termination, or such other date as may be decided by the Purchaser but not later than 6 months from effective date of termination.

6.  The Contractor shall ensure business continuity i.e., business as usual of NDR 2.0 during the exit management period, under both the above cases i.e., Contract expiry/exit from the contract (for whatever reasons).

7.  Provide support to purchaser & technical partner in migration of the applications, data, content, and any other assets to the new environment created by purchaser or any Agency (on behalf of purchaser) on alternate cloud service vendor or on-premises data centre.

8.  During or at the end of the contract period, if any other agency is identified or selected for providing services related to the Contractor's scope of work, the Contractor shall ensure that a proper and satisfactory transition is made to the other agency as per authorized Transition and Exit Management plan, the contractor shall assist the Purchaser in migrating the VMs, data etc., and should ensure destruction of data.

9.  Contractor shall provide support to the Purchaser for transferring data / applications at the time of exit management and as per the guidelines defined by MeitY in Cloud Services empanelment RFP.

10. Provide necessary handholding & transition support to the Purchaser to ensure the continuity and performance of the Services to the complete satisfaction of the Purchaser.

11. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with the Purchaser.

12. Contractor shall ensure closing off all critical open issues as on the date of exit. All other open issues as on the date of Exit shall be listed and provided to the purchaser.

13. The Contractor/ its subcontractors shall not delete any data on Exit from the contract (for whatever reasons) or at the end of the contract period for a duration of 45 days from the exit/ expiry of the contract (whichever is earlier), without the express approval of the purchaser.

14. For a smooth handover and transition, The NDR 2.0 Contractor shall adhere and align itself with the transition and knowledge transfer plan of the new Contractor (for NDR 3.0). The NDR 2.0 Contractor shall provide all necessary knowledge transfer and transition support to the incoming Contractor. The broad deliverables of NDR 2.0 Contractor are indicated below:

a) Updated transition plan on periodic basis.

b) Handover of Complete documentation for the entire system.

c) Handover of MOUs signed for taking services from sub-contracted agencies.

d) Handover of the list of complete inventories of all assets.

e) Assisting the new Contractor/ the Purchaser with the complete audit of the system including licenses and physical assets.

f) Detailed walk-throughs and demos of the solution.

g) Handover of the documents, report templates, project documentation, user IDs, passwords (including root user passwords), encryption and decryption keys, security and IT policies, scripts etc. specifically done/made for the Purchaser, including sharing of all Admin/root account accesses of the complete NDR 2.0 system.

h) Documentation required by purchaser for smooth transition including configuration documents are up to date and all such documentation is handed over to purchaser during regular intervals as well as during the exit management process.

i) Provide offerings to enable successful deployment and running of the purchaser's IT solution on the new infrastructure by providing a mechanism to the purchaser for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth.

j) Handover of NDR 2.0 database.

- Access to data management system for assessment, QC, and estimations.
- Access to back-end of existing data management system for checking data model
- Technical support while checking data in existing system.
- Technical support for data related questions Viz CRS, naming standards etc.
- All necessary documentation regarding the OSDU compliant Database and System Data.

k) Database and System safe deletion.

l) Once the exit process is completed and verified by purchaser, the selected bidder will certify that the VM, Content and data destruction to the purchaser as per stipulations and shall ensure that the data cannot be forensically recovered

m) Handover complete data in the desired format to the purchaser which can be easily accessible and retrievable.

n) The format of the data transmitted from the cloud service provider to purchaser shall leverage standard data formats whenever possible to ease purchaser portability. The format would be finalized by the purchaser.

o) The Database and System Data of NDR 2.0 shall be handed over to the Purchaser in non-encrypted form by the contractor in OSDU compliant format and/or such other industry standard open format as may be requested by the Purchaser for smooth migration of data to the next NDR 3.0

p) An Undertaking by the Contractor that no NDR 2.0 data has been retained either in part or in full.

15. The contractor shall ensure the proper handover of all the NDR 2.0 data in the Purchaser provided media, which could be either physical or cloud storage at the sole discretion of the Purchaser.

16. **There shall NOT be any additional cost associated with the Exit / Transition-out process.**

17. A Project Management Committee, set up by the purchaser, will do quarterly review which shall include the above mentioned timelines in this section and deviations (if any) will be intimated to the bidder and accordingly performance action shall be taken.

## 13.17. Documents to be Provided by Bidder/Contractor

### 13.17.1. Along with the Bid

1. NDR Experience and other documents as specified in the PQC and TQC
2. Project Execution plan showing activities and corresponding timeline
3. Standard NDR functionalities as offered in the proposal
4. Detailed description and functionalities of all modules to be provided as part of the software along with relevant technical catalogues/brochures.
5. Solution Architecture
6. CVs/Biodata along with educational qualification documents of proposed Manpower or Undertaking (as applicable).
7. Initial Transition and Exit Management Plan
8. Project Change Management Plan
9. Datasheets, Technical catalogues/brochures for compliance check.
10. Technical Specification Compliance checklist documents on proposed OEM letter head need to be submitted against all individual components, solutions, and services.
11. Information regarding Sub-contracting with third parties, if any.
12. Initial DR Drill plan.
13. Draft Standard Operating Procedures (SoP) with Workflow **(Section 13.5.13 of SOW)**
14. Cloud IT Infrastructure sizing and services requirements for initial deployment of application, duly validated by the respective OEM(s) of the application software/Authorised entity of the OEM(s).

### 13.17.2. After LOA

**Prior to the kick-off meeting**

1. Database workshop plan
2. Updated Project Execution plan
3. Cloud High Level Design (HLD)
4. Allocation of resources
5. License deployment plan
6. Data attributes
7. Plan for Management and Analytics Dashboard customisations
8. Methodology for User authorizations as per data entitlements and data disclosure timeline policy
9. SoP with draft workflow

**Within 2 Months of LoA**

10. SoP with approved Workflows (within 2 months)
11. RACI matrix workflow, defining tasks and activities required to complete the process

### 13.17.3. Prior to Go-Live

Documents shall be provided in the form of 1 soft copy and 2 sets of hard copies in bound form

1. Site-specific User Operations & Maintenance manuals comprising of:
    (a) Standard Operating Procedure of NDR functionalities
    (b) Site-specific customization
    (c) Standards for naming conventions, data standards, submission standards, etc.
    (d) Contract performance measurement and reporting procedures
2. Approved Test Procedures covering all the functionalities for UAT
3. User acceptance tests certificate (UAT)
4. Go Live checklist and Schedule, along with the status of the go-live markers
5. Weekly Project Status Reports
6. Training Schedules and material
7. Functional Design Documents (application and cloud infrastructure Low Level design)
8. Detailed System Documentation including installation and configuration parameters for Cloud, Network, Application, Security etc.
9. Application Training Completion Certificate of the manpower proposed to be deployed.
10. Background verification check report for all personnel (prior to deployment)

11. Revised CVs/Biodata and educational qualification documents of Manpower (in case of any change).
12. Vulnerability Assessment and Penetration Testing (VAPT) Certificate

### 13.17.4. During Operations & Maintenance

Documents shall be provided in the form of 1 (one) soft copy and 2 (Two) sets of hard copies in bound form

1. Data loading methodology, based on **Section 13.5.7** of scope of work
2. Data loading strategy and priorities
3. Transition and Exit Management Plan
4. Updated Disaster Recovery Drill plan/schedule
5. Annual Vulnerability Assessment and Penetration Testing (VAPT) schedule.
6. Manpower Bio-data and educational qualification documents, compilation Report
7. Emergency Contact details sheet
8. Helpdesk Number, e-mail, contact details sheet
9. End-user training material like documents, videos etc. hosted on the NDR 2.0 portal.
10. Monthly System Downtime Report
11. Monthly SLA Reports
12. Preventive & Scheduled Maintenance plan (including Objective, expected time duration and Risk involved/Mitigation plan), for approval.
13. Monthly Manpower Availability Report
14. End-of-contract deliverables documentations including undertaking by the Contractor that no NDR 2.0 data has been retained either in part or in full.

### 13.18. Responsibility of the Purchaser

The following services shall be provided by the purchaser as free issue to the bidder:

1. Provide the Cloud IT infrastructure resources for both PDC and SDC.
2. Provide Cloud Security System for both PDC and SDC.
3. Provide, Install and commission all On-Premises IT hardware, including OS/networking system/NGFW at DGH Noida and Bhubaneswar.
4. Provide connectivity between DGH On-Premises locations and cloud PDC/SDC
5. Provided data in readable Input medias viz. IBM 3592, DVD, Blu-ray, external hard disk, flash drive, LTO-6, LTO-7, and LTO-8.
6. Provide respective Tape Drives and media drives for reading input medias.
7. Approval of invoices and payments.
8. Provide Licenses for G&G applications required to be hosted in Virtual Data Rooms and Physical Data Rooms, including support from application OEM (if required) in connection with creation of VDI template.

9. Provide Licenses for Paradigm software required to be hosted in Application servers, including support from application OEM (if required).

10. Coordinate the data entitlement framework & guidelines with E&P Operators and other users.

11. Allow access to Contractor's representative at all reasonable hours of the day to carry out maintenance activities.

12. Provide Output Media viz IBM 3592, LTO-6, LTO-7, LTO-8, DVD, Blu-ray, external hard disk and flash drive. for data output.

13. Provide Consumables like Ink, printer cartridges and paper, required for data output in the form of plotted maps and printed reports in hard copy.

14. Provide Contractor's Manpower deployed at DGH Noida with assigned workspace (including access to Thin Clients , Printer, Scanner, Bar code reader) and network connectivity for carrying out NDR 2.0 Operations.

15. Provide QC sheets of loaded seismic data in NDR 1.0.

16.  Provide media/storage space required at the time of cloud exit.

17. Registration/Renewal of NDR website URL

### 13.19. Extension of Contract

The Contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the Purchaser up to the end of a contract period. The services may be extended for further period on satisfactory performance by Contractor. The Purchaser at its sole discretion may extend the contract for a further period of one (1) year from the date of completion of initial contract period (5 ½  years) with the same Rates and Terms & Conditions of the Contract. Further contract extensions post the initial one (1) year extension, if any, shall be as per mutually agreed terms and conditions between the Purchaser and the contractor.

### 13.20. Change Management

1. Certain components of any Contract are subject to change no matter how much planning is done ahead of time. Keeping this in mind, the Contractor agrees to provide additional services which the Purchaser may request during the tenancy of this contract.

2. Purchaser's Change requests, involving contractor's resource utilisation upto a total of 72 manhours/year, shall be carried out by the contractor at no additional cost to the purchaser. In case of more change requests, the Contractor shall provide the service as per the manhour rate quoted in the price Bid format.

**Note:** Only work entailing a minimum involvement of 8 manhour/change request shall be considered as a change request.

### 13.21. Contract Management

Contract shall be managed by the purchaser over the entire contract period. However, all resource allocation, assignment of daily, weekly, monthly, yearly work plans for the contractor and his deployed manpower at DGH, Noida, shall be carried out by Head of the department (HOD) NDR or his authorised representative, on behalf of the Purchaser.  All work as directed by HOD (NDR) or his authorised representative relating to NDR 2.0 contract shall be carried out by the Contractor in a professionally and timely manner.

### 14. Project Timelines

1. If the Contractor fails to (i) *complete initial mobilization* within **20 weeks** of the stipulated date OR (ii) *complete Go-Live* within **20 weeks** of the stipulated date, then the purchaser reserves the right to terminate the Contract without any compensation whatsoever.

**Table – 13 : Project Timelines**

| Sl | Milestone | Completion Time | Remarks/Criteria |
|----|-----------|-----------------|------------------|
| 1 | Issuance of Work Order to successful Bidder **(T0)** | --- | |
| 2 | Completion of Initial Mobilisation **(T1)** | T0 +15 days =T1 | Contractor's Project team comprising of minimum, the **Project Manager, Application Admin and Domain expert** shall be deputed to DGH, Noida for Kick-Off meeting, Data base workshop and design discussions with the purchaser's team. This initial visit shall not be less than 3 full working days<br><br>The last day of the initial 3-day visit i.e., the 3$^{rd}$ day shall be deemed to be the **date of completion of Initial Mobilisation** |

| 3 | Issuance of Cloud account access ID (admin access to DGH tenant) as well as cloud resources mentioned by the bidder in his offer for application deployment, to NDR 2.0 contractor by the purchaser **(T2)** | --- | *In case any hindrance is faced by the contractor in provisioning the cloud resources the same may be brought to the notice of the purchaser.* |
|---|---|---|---|
| 4 | Completion of Go-Live **(T3)** | T2 + 6 Months = T3 | |
| 5 | Completion of deployment of Contractor's O&M Personnel for **5 Years O&M service,** with provision of extension by 1 (one) year **(T4)** | T3+ 1 day = T4 | Deployment shall be deemed to be completed when the full team of Contractor's O&M Personnel report at DGH Office at Noida as per the scope of work.<br><br>*If for some reason, there is any change in deployed personnel than those mentioned in the Contract, then the bio-data along with the requisite educational qualification documents of the proposed personnel is to be submitted to the purchaser at least 07 days prior to date of deployment, for approval by the purchaser.* |
| 6 | Completion of Acceptance of Secondary Data Center (SDC)/ Disaster Recovery (DR) in MeitY empanelled Data Center **(T5)** | T3 + 6 Months = T5 | |
| 7 | Completion of Raw/ Pre-Stack seismic data ingestion through application **(T6)** | T3 + 6 Months = T6 | *Seismic data ingestion priority shall be as decided by DGH.* |
| 8 | Ongoing Contract Management | T3 + 5 Years (extendable by 1 year) | |

Note: A record shall be maintained regarding completion of each of the above milestones 1 to 7. The same shall be jointly signed by the contractor and purchaser.

15. **Management of Cloud Services**

1. The Bidder is expected to understand the complete architecture of existing NDR 1.0 applications, processes, steps for smooth migration of applications and databases including and interdependencies between applications and data. The Bidder shall be responsible for deployment of its applications with all security measures/ scalability/ accessibility on cloud platform in co-ordination with the selected Cloud Service Provider and in consultation with the purchaser.

2. The Bidder will be responsible for migrating to cloud and should ensure to meet all standard data formats for data transfer /portability during migration.

3. Bidder will carry out Deployment of the Applications on cloud, customization, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.

4. Bidder shall be responsible for security and integrity of applications and data. Bidder shall be responsible for security of data from application authorisation/ access point of view. Refer "Security Management" in clause 16.3.4 "Responsibility Matrix".

5. Bidder shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR.

6. The bidder shall provide necessary report including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down on quarterly basis.

7. The bidder shall provide the relevant reports, including real time as well as past data/reports on dashboard.

8. Bidder shall be responsible for conduct of Business Continuity and follow Standard Operating Procedures (SOP) and inform purchaser in advance for such drills to be conducted twice a year normally, with 15 days' prior notice.

9. Optimise the resources/manage services for optimum billing with satisfactory service. purchaser may review the cost optimisation quarterly.

10. The bidder will provide the real time dashboard for monitoring.

**16.** **Annexures**

**16.1.** **Annexure I: Templates for bidder**

**16.1.1.** **Template 1: Format for Pre-Bid Query submission**

| Sl | Page No. | Section No. | Section Name | Statement as per RFP document | Query by bidder |
|----|----------|-------------|--------------|-------------------------------|-----------------|
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

1. **Page Number** – Page Number of this RFP as reflected at the bottom right corner. The bidders should mention only the page number. Ex. '29' as page number and not 'Page 29'.
2. **Section No.** – Example– '8' and not 'Section 8'
3. **Section Name** – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–

1. The queries are to be submitted in the format provided above only. The bidders should ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the purchaser shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due- diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to the purchaser.

### 16.1.2. Template 2: Format for Performance Bank Guarantee (PBG)

**Please refer the format prescribed by GeM for submission of PBG.**

### 16.1.3. Template 3 : Non-Disclosure Agreement (NDA)

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)*

[Bidder Name and Address]

**Subject: Upgradation of National Data Repository of DGH on Cloud Platform**

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party ("the Information").This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 6 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.

2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.

3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the **Upgradation of National Data Repository of DGH on Cloud Platform**.

4. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access

to it.

5. On the termination of the receiving party's involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.

6. The obligations set out above shall not apply to any Information which:

    (a) is or becomes publicly available other than through a breach of this agreement
    (b) is already in the possession of the receiving party without any obligation of confidentiality
    (c) is obtained by the receiving party from a third party without any obligation of confidentiality
    (d) is independently developed by the receiving party outside the scope of this agreement
    (e) the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.

7. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify, or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.

8. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi shall have exclusive jurisdiction.

We would be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter and returning it to us.

Yours faithfully,

**For Directorate General Hydrocarbons**

We agree to the above terms regulating the disclosure of the Information.

Name of the Official: _____

Designation            : _____

**For and on behalf of Bidder**

Authorized Signature [In full and initials]  : _____

Name and Title of Signatory              : _____

Name of Company                          : _____

Address                                  : _____

### 16.1.4. Template 4: Bid Security Declaration

*<To be submitted in company's letterhead>*

Date: _____                    Tender No. _____

To,
Directorate General of Hydrocarbons (DGH)
OIDB Bhawan, Plot No 2, Sector 73,
Noida - 201301

Dear Sir/Madam,
I/We, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-

    (a) I/We have withdrawn or modified or amended, impaired, or derogated our proposal/bid from the RFP during the period of bid validity (i.e., 180 days from the last date of bid submission) specified in the RFP or for its extended period (if any); or
    (b) If I/we are found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid.
        or
    (c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity I/we-
        i.   fail or refuse to execute the contract and/or
        ii.  fail or refuse to furnish the Performance Security or fail or refuse to submit the performance security within the stipulated deadline

3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-

    (a) the receipt of your notification of the name of the successful Bidder; or

    (b) 30 (Thirty) days after the expiration of the validity of my/our Bid.

(Authorized
Signatory)
<<Signature, Name, Designation, Address, Seal, Date>>

WITNESS (two)-

………………………………………       ………………………………………

 (Signature)(Signature)

………………………………………       ………………………………………

 (Name)(Name)

### 16.1.5. Template 5: Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

<u>*<To be printed on Company letterhead>*</u>
**Undertaking (no conflict of interest)**

We hereby confirm that our company _____<<Name of Bidder>> is not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of purchaser regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training, and ongoing maintenance/support, in more than one bid: or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the M-CSP/CSPs taking part in the bid process.

Signature:
Name:
Designation:
Address:
Seal:
Date:

**16.1.6. Template 6: Application Software Compatibility on cloud**

**Undertaking by Application OEM(s) / an entity authorized by the OEM of the application software, confirming compatibility of the Application Software on the cloud**
*(To be submitted in the respective Letter head)*

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Sub.: **Undertaking confirming compatibility of the Application Software on the cloud**

Sir,

1. With reference to your Tender No. --------------- dated ----------- for ------------------and our Bid----------------------- dated-------------------**,** We-------------------- (*fill the Name & Address of Application OEM/Entity authorized by the OEM of the application software*) wish to participate in the said Tender as a Contractor.

2. We confirm that the offered Seismic and/or Well Data Repository Application Software (*delete whichever is not applicable*) ----------------------------------- (*name(s) of the application software*) is   fully compatible for deployment on the   MeitY empanelled Cloud Infrastructure being provisioned by Directorate General of Hydrocarbons for NDR 2.0, through a separate CSP Tender, subject to following Cloud IT Infrastructure and cloud services, being available in the said Cloud:

   LIST OF CLOUD SERVICES REQUIRED FOR DEPLOYMENT OF OUR APPLICATION-

   (a) _____
   (b) _____
   (c) _____
   (d) _____

   _____

   (z) …………………………….

   Note: Any other functionally equivalent service under a different product/trade/brand name shall also be acceptable.

3. We confirm that we have gone through clause 13.11 and have understood its implications.

4. We certify, that in case of any misinformation, our bid will be liable for cancellation/rejection. Also, Technical catalogue/URL etc. are provided which substantiate the above service requirement for deployment of our application.

Date:

Place:

Signature   ……………………………………………………

Full Name of Authorized Signatory   ………………..

Designation…..……………………………………….……

Contact Details & Address ………………………………

### 16.1.7. Template 7: Undertaking regarding Non-Retention of NDR Data

**Forms of Undertaking by Contractor with regards to Non-Retention of NDR Data**
*(to be Submitted on Contractor's Company Letter head)*

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Sub.: **Undertaking Regarding Non-retention of NDR Data**

Sir,

1. With reference to your Tender No. --------------- dated ------------ for ------------------and Contract No.---------------------- dated-------------------- **,** We--------------------(*fill the Name & Address of Contractor*) have been providing services under the said Contract.

2. We confirm that no NDR data has been retained on Cloud or any other media/device/system in soft or hard copies, either by us or any of our subcontractor(s), either in part or in full.

Date:                                        Signature   ………………………………………………

Place:                                       Full Name of Authorized  Signatory  ………………..

                                                 Designation………………………………………………

                                                 Contact Details & Address ………………………………

### 16.1.8. Template 8: No Claim Certificate

*(On company letterhead)*

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

*NO CLAIM CERTIFICATE*

Sub: **Contract Agreement no. _____ dated _____ for the supply of**
**_____**

We have received the sum of ₹_____ (Rupees _____only) in full and final settlement of all the payments due to us for the supply of the above mentioned contract agreement, between us and Directorate General of Hydrocarbons (hereinafter referred to as DGH).

We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against DGH, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Date:

Place:

Signature ………………………………………………….……

Full Name of Authorized Signatory …………………...

Designation…………………………………………………….…

Contact Details & Address ……………………………….…

### 16.1.9.  Template 9: Undertaking by Bidder

(On company letterhead)

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Ref: Tender No _____ dt _____

We have read the clause mentioned in Office Memorandum No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and Order (Public Procurement No. 1) No.F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/Oms regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that, *(Strike out whichever is not applicable)*

(c)  We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

(d)  We are registered with the competent authority as mentioned in said OM. The copy of registration No._____ dt. _____ is enclosed.

(e)  We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Date:                                                   Signature  …………………………………………………………

Place:                                                  Full Name of Authorized Signatory  ………………..

                                                             Designation…………………………………………………………

                                                             Contact Details & Address ………………………………

### 16.1.10. Template 10A: Undertaking For Local Content

<div align="center">(to be submitted on Bidder's letter head)</div>

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Ref: Tender no. GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform."

We_____ (Name of the bidder) undertake that we meet the mandatory minimum local content requirement (equal to or above 20%) of the offered services as per "Public Procurement (Preference to Make in India) Policy", against GeM Bid no GEM/2024/B/4675043 for "Upgradation of National Data Repository of DGH on Cloud Platform."

For claiming purchase preference linked with Local Contents under the PPP-MII policy, we certify our status and local content as under (Strike out whichever is not applicable):

• Class-I local Supplier: Offered Services has local content equal to or more than 50%, as defined in the policy.

OR

• Class-II local Supplier: Offered Services has local content more than 20% but less than 50%, as defined in the policy.

The percentage of local content in our bid is _____%

Place of value addition is _____

Date:                   Signature [In full and initials]: …………………………………

Place:                  Full Name of Authorized Signatory   ……………………….

Seal:                   Designation…………………………………………………………

                        Name of Company…………………………………………………

                        Contact Details & Address ……………………………………

### 16.1.11. Template 10B: UNDERTAKING FOR LOCAL CONTENT

**(To be submitted on letter head of the statutory auditor engaged by the bidder or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of service providers other than companies)**

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Sub.: Undertaking for local content against Tender No: _____dated____

We _____ the statutory auditor (or as the case may be) of M/s._____ (name of the bidder) hereby certify that M/s._____ (name of the bidder) meet the mandatory Local Content requirements of the offered Services as per the "Public Procurement (Preference to Make in India) Policy", quoted vide offer No. _____ dated _____ against GeM Bid No._____ by M/s _____ (Name of the bidder).

The percentage of local content in the bid is _____%

Place of value addition is _____

For and on behalf of _____

Authorized signatory _____

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:
Designation:
Seal:
Membership no.:
UDIN No:

## 16.2. Annexure II: Pre-Qualification Proposal Format

### 16.2.1. Form PQ1: Bidder's Information & Covering Letter

*<To be submitted in company's letterhead>*

<Place><Date>

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

**Subject:** Submission of Bid for Contract of Tender No. …………………

Dear Sir/Madam,

This is to notify that our company is submitting a bid in response to Tender No_____<Insert Tender No.> for **Upgradation of National Data Repository of DGH on Cloud Platform.** Details of our company are as follows:

| Information Sought | Details to be Furnished | |
|---|---|---|
| Name and address of the Bidding Company | | |
| Incorporation status of the Company (public / private) | | |
| Year of Establishment | | |
| Date of registration | | |
| Registrar of Companies (ROC) Reference No. | | |
| **Resources Details** | **Primary Contact** | **Secondary Contact** |
| Name | | |
| Title | | |
| Location | | |
| Phone | | |
| Mobile | | |
| Fax | | |
| E-Mail | | |

We are responsible for communicating to the purchaser in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold the purchaser responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with the purchaser on time.

We are submitting our bid for the services as per the scope and requirements of the tender document. The bids are valid for a period of 180 days from the last date of bid submission.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP document including all forms, scheduled and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation. There is/are no deviations from the terms & conditions of the RFP.

We have enclosed the Bid Securing Declaration as per the tender Conditions. It is liable to be enforced in accordance with the provisions of the tender document.

**Deviations:**
We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

**Bid Pricing:**
We do hereby confirm that our bid prices is inclusive of all taxes and duties, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**Qualifying Data:**
We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to DGH are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled DGH in its evaluation process.
We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favouring our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract with DGH.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]
Authorized Signature [In full and initials]:
Name & Title of signatory:
Name of Company:
Address:

Seal/Stamp of bidder:

### 16.2.2. Form PQ2: Borrowing and Supporting Company Agreement

**Agreement Between Borrowing Company and Supporting Company**

*(To be executed on Stamp Paper of requisite value and notarised)*

This agreement made this ___ day of ____ month ____ year by and between _____ (*Fill in the Borrowing company's full name, constitution and registered office address*) hereinafter referred to as *Borrowing company* on the first part and _____ (*Fill in full name, constitution and registered office address of Supporting company*) hereinafter referred to as "*Supporting company*" of the other part:

WHEREAS

The Directorate General of Hydrocarbons (hereinafter referred to as DGH) has invited offers vide their tender No. _____ for _____ and *Borrowing company* intends to bid against the said tender as **Bidder/Leader of the consortium with** _____(*Fill in full name, constitution and registered office address of other consortium member*)/**Consortium member with _____ as Leader** (*delete whichever is not applicable*) and desires to have technical support of *Supporting company* and whereas *Supporting company* represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the *Borrowing company* for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. The *Supporting company* undertakes to provide technical support, expertise, expert manpower, procurement assistance and project management to support the *Borrowing company* to discharge its obligations as per the Scope of work of the tender/Contract.

2. This agreement will remain valid till validity of Bidder's offer to DGH including extension if any and till satisfactory performance of the contract, including defect liability period, in the event the contract is awarded by DGH to the Bidder.

3. It is further agreed that for the performance of work during contract period the *Borrowing company* and *Supporting company* shall be jointly and severely responsible to DGH for satisfactory execution of the contract.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(*Borrowing company*)
M/s.

Witness:

1)

2)

For and on behalf of

(*Supporting company*)
M/s.

Witness:

1)

2)

### 16.2.3.  Form PQ3: Proforma of Guarantee

*Guarantee by Supporting Company OR Common Parent/ Ultimate Parent*
*(as the case may be)*

*(To be executed on Stamp Paper of requisite value and notarised)*

***DEED OF GUARANTEE***

THIS DEED OF GUARANTEE executed at ……….. this …….. day of ……… by …………………………
(*mention complete name*) a company duly organized and existing under the laws of …………………
(*insert jurisdiction/country*), having its Registered Office at ……………………………………… hereinafter
called "the Guarantor" which expression unless repugnant to the context or meaning thereof
shall mean and include all its successors, administrators, executors and assignees

WHEREAS

Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Plot No 2, Sector
73, Noida – 201301 , hereinafter called "DGH" which expression unless repugnant to the
context or meaning thereof shall mean and include all its successors, administrators,
executors and assignees, has invited tender number ………………… for
…………………………………………….. on …………..

……………………….. (*mention complete name*), a company duly organized and existing under the laws
of …………… (*insert jurisdiction/country*), having its Registered Office at …………………….. (*give
complete address*) hereinafter called "the Company" which expression shall, unless excluded by
or repugnant to the subject or context thereof, be deemed to include its successor and
permitted assigns, have, in response to the above mentioned tender invited by DGH, has
submitted their bid number …………………… to DGH as **Bidder / Leader of the consortium with**
_____(*Fill in full name, constitution and registered office address of other consortium member*)
**/ Consortium member with** _____ (*Fill in full name, constitution and registered office
address of leader of the consortium*) as Leader (*delete whichever is not applicable*) with the technical
support of *Supporting company* …………………….…(*Name of the supporting company with address*)
with one of the condition that the Company shall arrange a guarantee from its *Supporting
Company* …………………..…(*Name of the supporting company with address*) OR **Common
Parent/Ultimate Parent** …………………..…(*Name of their common Parent/Ultimate Parent with
address*) (*delete whichever is not applicable*) guaranteeing due and satisfactory performance of the
work covered under the said tender including any change therein as may be deemed
appropriate by DGH at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the *Supporting Company* have entered into a separate agreement dated …….. as per which the *Supporting Company* shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement of this Tender to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Supporting Company/ Common Parent/Ultimate Parent company*)* *(delete whichever is not applicable*) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by DGH, take up the job without any demur or objection, in continuation and without loss of time and without any cost to DGH and duly perform the obligations of the Company to the satisfaction of DGH.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations/defect liability period) awarded to the Bidder.

3. The Guarantor shall be jointly with the Company, as also severally, be responsible for satisfactory performance of the contract entered between the Bidder and DGH.

4. The liability of the Guarantor, under the Guarantee, is limited to 50 % of the contract price entered between the Bidder and DGH. This will, however, be in addition to the Performance Guarantee furnished by the Bidder.

5. The Guarantor agrees that in addition to invoking the Performance Security submitted by the Bidder, the Performance Security provided by the Guarantor shall also be invoked by the purchaser due to non-performance of the Bidder

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

7. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power, and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of Guarantor _____

M/s.

Witness:

1)

2)

### 16.2.4. Form PQ4: Proforma of Performance Bank Guarantee by Guarantor

Ref. No…………..                Bank Guarantee No………………….                Dated …………….

**To,**
Directorate General of Hydrocarbons (DGH)
OIDB Bhawan, Plot No 2, Sector 73,
Noida - 201301

WHEREAS _____ (*Name and address of Contractor*), hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees, had undertaken, in pursuance of Contract No. _____ to execute -------------------(*Brief Description of the Work*), hereinafter called "the Contract".

Further, _____ (*Name of the Guarantor*) having its registered/head office at _____ is the **Supporting Company/ Common parent/Ultimate parent** (*delete whichever is not applicable*) hereinafter referred to as the "Guarantor' , which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees, of ………………………(*Name of the contractor with address*). Based on the experience/technical strength of the "Supporting Company" ………………………(*Name of the supporting company with address*) the CONTRACTOR has qualified for award of contract. The "Supporting Company" has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the above mentioned contract, entered between DGH and the CONTRACTOR and DGH having agreed that the "Guarantor", shall furnish to DGH a performance guarantee for Indian Rupees/US$ ………….. towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give DGH such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (*Amount of Guarantee in figures*) _____ (*in word*s _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition, or modification.

This guarantee shall be irrevocable and shall remain in force until the
_____ day of _____.


The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

    BANK FAX NO:

    BANK EMAIL ID:

    BANK TELEPHONE NO:

    IFSC CODE OF THE BANK:


B. Controlling Office:

    Address of the Controlling Office of the BG issuing Bank:

    Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:


SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____


Witness _____

Address _____

        _____


Date: _____

Place: _____


Note: Guarantee shall remain in force until 60 (Sixty) days beyond the date of completion of all contractual obligations of the contractor including Defect Liability Period/warranty obligations.

### 16.2.5. Form PQ5: Self declaration for non-black listing

The certificate below is to be provided by the Bidder
(in case of consortium by both members of the consortium).

<u>*<To be printed on Company letterhead>*</u>

**Self-declaration for non-black listing**

We confirm that we have not been blacklisted or debarred or banned by any ministry/department/attached offices/subordinate offices under Government of India, any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India or any Statutory or Regulatory or Government Authorities for corrupt, fraudulent or any other unethical business practices, during the last 5 years, reckoned from the last date of original bid submission.

Sincerely,

(Signature)
(Name & Signature of Key Managerial Personnel)

Duly authorized to sign the RFP Response for and on behalf of:
(Name and Address of Company)
Seal/Stamp

### 16.2.6. Form PQ6: Financial Strength

Based on its books of accounts and other published information authenticated by me, this is to certify that……………………………………………… *<<Name of the organization>>* has an average annual turnover of ₹…………………………..………*<<amount>>* for the last three Financial/Accounting Years *<<mention Financial/Accounting Years>>* as per year-wise details noted below:

| | Financial Strength of the Organization | | |
|---|---|---|---|
| Sl. | Financial/Accounting Year | Annual Turnover (In ₹ ) | Whether Having Positive Net Worth (Yes / No) |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | Total Annual turnover in last three financial/ Accounting years (*<<mention Financial/ Accounting l Years>>*) in ₹ | | |
| 5. | Average Annual turnover for last three financial/Accounting years (*<<mention Financial/Accounting Years>>*) in ₹ | | |

*Note: Enclose supporting documents of your claim as per requirement of this RFP*
*For e.g. Copy of audited financial statements along with declaration from the appointed statutory auditor/ Practising Chartered Accountant (not necessarily a statutory auditor) with membership number to be provided as proof of the financial turnover.*

[Signature]
    [Name]
    [Designation]
    Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)
    Seal/Stamp
    *<<Certificate by Statutory Auditor of the Bidder / Practising Chartered Accountant (not necessarily a statutory auditor) with membership number >>*

### 16.2.7. Form PQ7: Proforma of Corporate Guarantee

**Proforma of Corporate Guarantee by Bidder's Parent/Ultimate Parent Company Towards Financial Standing.**

*(To be executed on company's letter head)*

***DEED OF GUARANTEE***

THIS DEED OF GUARANTEE executed at ……….. this …….. day of ……… by M/s …………………………… (*mention complete name*) a company duly organized and existing under the laws of …………………. (*insert jurisdiction/country*), having its Registered Office at ……………………………………… hereinafter called "the Guarantor" which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees

WHEREAS

Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Plot No 2, Sector 73, Noida – 201301, India (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees), invited tender number ………………… for …….. on …………..and _____ as Bidder intends to bid against the said tender and desires to have Financial support of _____(*Fill in full name, constitution and registered office address of Parent/Ultimate Parent*)[Parent/Ultimate Parent (*Delete whichever not applicable*)] and whereas Parent/Ultimate Parent (*Delete whichever not applicable*) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the Bidder for qualifying and successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that_____(*name, address of the Bidder*) is a Subsidiary of the Guarantor and the Guarantor holds more than fifty percent of the paid up share capital in the said Company either directly or through intermediate subsidiaries.

2. The Guarantor agrees and confirms to provide the Audited Annual Reports of the preceding 03(three) financial/accounting years reckoned from the last date of original bid submission.

3. The Guarantor has an average annual financial turnover of _____ (*amount*) during the preceding 03 (Three) financial/accounting years reckoned from the last date of original bid submission.

4. The Guarantor has a positive Net Worth for the preceding financial/accounting year reckoned from the last date of original bid submission.

The Guarantor undertakes to provide financial support to _____(*name, address of the Bidder*) for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations/defect liability period) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the contract price entered between the Bidder and DGH This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of Guarantor (***Parent/Ultimate Parent company*** (Delete whichever is not applicable))

Witness:

                             _____

                             Signature_____

1. Signature     _____        Name _____

    Full Name     _____        Designation _____

    Address        _____


                             Common seal of the

                             Company_____

Witness:

2. Signature     _____

    Full Name     _____

    Address        _____

### 16.2.8. Form PQ8: Pre Qualification (PQ) Document Checklist

| Sl | Name of the Document | Attached (Yes/No/NA) | Reference Page No's |
|---|---|---|---|
| 1 | Cover letter signed by authorised signatory of the sole bidder or Lead bidder **(Form PQ1)** along with Power of Attorney authorising the person to sign the Bid. | | |
| 2 | Undertaking for Local Content | | |
| 3 | Documentation with regards to Bidder / OEM, PQ criteria **(Section 6.2.1, Table- 4, Sl 1.1)** | | |
| 4 | Bidder's documents regarding Consortium, PQ criteria **(Section 6.2.1, Table- 4, Sl 1.2)** | | |
| 5 | Documentary Evidence for I&C of NDR handling Seismic Data, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.1)** | | |
| 6 | Documentary Evidence for I&C of NDR/E&P Data Repository handling Well Data, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.2)** | | |
| 7 | Documentary Evidence for O&M of NDR handling Seismic Data, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.3)** | | |
| 8 | Documentary Evidence for O&M of NDR/E&P Data Repository handling Well Data, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.4)** | | |
| 9 | Documentary Evidence of Application OEM(s) Data Repository Software, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.5)** | | |
| 10 | Documentary evidences **(Forms PQ2, PQ3 PQ4)** in case bid is submitted on the basis of technical experience of another Company, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.6)** | | |
| 11 | Certificate of Registration/ Incorporation, details of registered office(s) and valid documentary proof of office. PQ criteria **(Section 6.2.1, Table- 4, Sl 2.11)** | | |
| 12 | Board resolutions regarding consortium formation and authorization for the persons signing the MOU, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.11)** | | |

| Sl | Name of the Document | Attached (Yes/No/NA) | Reference Page No's |
|---|---|---|---|
| 13 | Undertaking by the leader of the consortium towards unconditional acceptance of full responsibility, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.11)** | | |
| 14 | Memorandum of Understanding (MOU) by Consortium, PQ criteria **(Section 6.2.1, Table- 4, Sl 2.11)** | | |
| 15 | The Power of Attorney by consortium members in favour of Leader of the consortium (if the same is not mentioned in the MOU), PQ criteria **(Section 6.2.1, Table- 4, Sl 2.11)** | | |
| 16 | Undertaking regarding Acceptance Terms and Conditions, PQ criteria **(Section 6.2.1, Table- 4, Sl 3.0)** | | |
| 17 | Undertaking **(Form PQ5)** that the Bidder has not been blacklisted or debarred, PQ criteria **(Section 6.2.1, Table- 4, Sl 4.0)** | | |
| 18 | Certificate of Registration/ Incorporation, Details of registered office(s) of Sole Bidder or Lead Bidder (in case of consortium) in India (along with address) and valid documentary proof of established office since last 3 years, reckoned from the last date of original bid submission, PQ criteria **(Section 6.2.1, Table- 4, Sl 5.0)** | | |
| 19 | Certificate **(Form PQ6)** issued by the Statutory Auditor / a practicing Chartered Accountant (not necessarily a statutory auditor) with membership number along with copies of Audited Balance Sheet and Profit & Loss Account, certifying the Annual Turnover, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** | | |
| 20 | Certificate **(Form PQ6)** issued by the Statutory Auditor / a practicing Chartered Accountant (not necessarily a statutory auditor) with membership number along with copies of Audited Balance Sheet and Profit & Loss Account, certifying the Net Worth, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** | | |
| 21 | Audited Balance Sheet and Profit & Loss Account, PQ criteria **(Section 6.2.1, Table- 4, Sl 6.0)** | | |
| 22 | Memorandum of Association/ Article of Association/ Article of Incorporation/Declaration by Authorized representative of the company (viz. company Secretary)/ certificate issued by a practicing Chartered Accountant, with membership number. PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** | | |

| Sl | Name of the Document | Attached (Yes/No/NA) | Reference Page No's |
|---|---|---|---|
| 23 | Audited Balance Sheet and Profit & Loss Account of the parent/ultimate parent, PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** | | |
| 24 | Documents proving that Net worth of the parent/ultimate parent company is positive for the preceding financial/accounting year, PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** | | |
| 25 | Signed corporate guarantee **(Form PQ7)** by the parent/ultimate parent company towards financial standing, PQ criteria **(Section 6.2.1, Table- 4, Sl 7.0)** | | |
| 26 | Any other document as required under this RFP | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |

Date:

Place:

Signature  …………………………………………………………

Full Name of Authorized  Signatory  …………………..

Designation……………………………………………………

Contact Details & Address …………………………………

### 16.3. Annexure III: Technical Qualification Proposal Format

### 16.3.1. Form TQ1: Bidder's information

Following information are required to be filled by Individual Bidder/ all Consortium Members.

| Sl | Information Requirement | Details |
|---|---|---|
| 1 | Type of the Bid | Individual/ Consortium |
| 2 | Name of the Bidder<br>(Individual / Leader of the Consortium) | |
| 3 | Address of place of business<br>(Individual/ Leader of the Consortium) | |
| 4 | Name & Address of Other Consortium Member<br>*(Not Applicable in case of Individual Bid)* | |
| 5 | Details of Individual Bidder/Leader of consortium/Other member of consortium<br>*(Strike out whichever is not applicable)* | OEM of the Seismic Data Repository Application Software / OEM of the Well Data Repository Application Software / Parent of _____/ Ultimate Parent of _____/ Subsidiary of _____/ Co-subsidiary of _____ / Other (mention the type)_____   *(Strike out whichever is not applicable)* |
| 6 | In case of Consortium: Details of the other member of consortium *(other than that mentioned in Sl 5)* | OEM of the Seismic Data Repository Application Software / OEM of the Well Data Repository Application Software / Parent of _____/ Ultimate Parent of _____/ Subsidiary of _____/ Co-subsidiary of _____ / Other (mention the type)_____   *(Strike out whichever is not applicable)* |

| Sl | Information Requirement | Details |
|---|---|---|
| 7 | **Borrowing of Technical Experience 1** (details to be provided for each type of experience borrowing) | |
| 7.a | Type of Experience being borrowed | |
| 7.b | Name and Address of the Supporting Company | |
| 7.c | Relationship with the Supporting company | |
| 7.d | Percentage of paid up share capital held along with holding entity's relationship | |
| 8 | **Guarantor for Technical Experience 1 Borrowing** (details to be provided for each type of experience being guaranteed) | |
| 8.a | Type of Experience for which Guarantee is provided | |
| 8.b | Name and Address of the Guarantor | |
| 8.c | Relationship with the Supporting company and with Borrowing company | |
| 8.d | Percentage of paid up share capital held along with holding entity's relationship | |
| 9 | **Borrowing of Financial Eligibility Criteria** (details to be provided for each type of financial borrowing) | |
| 9.a | Type of Financial Eligibility being borrowed | |
| 9.b | Name and Address of the Supporting Company | |
| 9.c | Relationship with the Supporting company | Parent / Ultimate Parent |
| 9.d | Percentage of paid up share capital held by Parent / Ultimate Parent in the borrowing company | |
| 10 | **Guarantor for Financial Eligibility Criteria Borrowing** (details to be provided for each type of experience being guaranteed) | |
| 10.a | Type of Experience for which Guarantee is provided | |

| Sl | Information Requirement | Details |
|---|---|---|
| 10.b | Name and Address of the Guarantor | |
| 10.c | Relationship with the Supporting company and with Borrowing company | |

Date:  

Place:  

Signature  …………………………………………………

Full Name of Authorized  Signatory  ………………..

Designation…………………………………………………

Contact Details & Address ………………………..……

### 16.3.2. Form TQ2: Compliance to Scope of Work

The Bidder shall submit 'Clause by Clause' compliance to the Tender document including the technical specifications and functional requirements (with amendments, if any) as per the format.

The Bidder shall annotate the Table of Contents of each section to provide high-level summary of compliance status. In all cases, the following symbols, and no others shall be used:

- **C - Bid complies with all requirements in the adjacent paragraph**

- **A - Bid is not compliant with the requirements in the adjacent paragraph, but a functional alternative is proposed**

- **X - Bid takes exception to the requirements of the adjacent paragraph and no functional alternative is proposed**

Only one symbol shall be assigned to paragraph and shall indicate the worst-case level of compliance for that paragraph. This annotation may be handwritten.

The Bidder shall also underline, on the compliance copy, all requirements to which exceptions have been taken (X) or to which alternatives have been proposed (A).

Each alternative shall be clearly and explicitly described. Such descriptions shall use the same paragraph numbering as the bid document sections addressed by the alternatives. All alternative descriptions shall be in one contiguous section of the bidder's proposal, preferably in the same volume, and titled "Alternatives." A separate section titled "Exceptions" shall also be provided containing any discussion or explanation chooses to provide concerning exceptions taken. Alternatives which do not substantially comply with the intent of the Bid documents will be considered exceptions.

Any clause which is not included in this compliance table shall be treated as "fully complied" or C.

The purchaser will assess the merits of each alternative and exception and will be the sole judge as to their acceptance

Date:                                          Signature   ……………………………………………………

Place:                                         Full Name of Authorized  Signatory  ………………..

                                                   Designation……………………………………………………

                                                   Contact Details & Address ……………………….………

### 16.3.3. Form TQ3: Team, Profiles and Staffing

**(A) Form TQ 3.1: Team Composition: Bidder's Representative and Key Personnel for the Project**

[Bidder shall provide the names and other details as given below for the following Bidder's representative and Key personnel who will be responsible for the Project]:

| | | |
|---|---|---|
| **1.** | **Title of position**: [Project Manager] | |
| | **Name of candidate:** | |
| | **Years of Relevant Experience** | |
| | **Education Qualification & Relevant certifications** | |
| | **Expected duration of engagement for the Project** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** [Application Admin] | |
| | **Name of candidate:** | |
| | **Years of Relevant Experience** | |
| | **Education Qualification & Relevant certifications** | |
| | **Expected duration of engagement for the Project** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** [Domain Expert] | |
| | **Name of candidate:** | |
| | **Years of Relevant Experience** | |
| | **Education Qualification & Relevant certifications** | |
| | **Expected duration of engagement for the Project** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** [Others] | |
| | **Name of candidate:** | |
| | **Years of Relevant Experience** | |
| | **Education Qualification &** | |

| | | |
|---|---|---|
| | **Relevant certifications** | |
| | **Expected duration of engagement for the Project** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Date:

Place:

Signature   ………………………………………………………

Full Name of Authorized  Signatory  …………………..

Designation……………………………………………………

Contact Details & Address ………………………….……

**(B) Form TQ 3.2 Curriculum Vitae (CV) of O&M Personnel to be deployed at DGH, Noida**

Bidder to fill details like experience, qualification etc. for **each personnel** to be deployed at DGH, Noida as part of Operation & Maintenance (5 years + 1 Yr extendable).

| Position [#1]: [title of position] | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Current Designation / Job Title** | |
| | **Address:** | **E-mail:** |
| | **Academic qualifications:** | |
| | **Professional Certifications (if any):** | |
| | **Total number of years of relevant experience:** | |
| | **Number of years with the current company** | |

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the Project.

| Project | Role | Duration of involvement | Relevant experience |
|---|---|---|---|
| [main project details] | [role and responsibilities on the project] | [time in role] | [describe the experience relevant to this position] |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Declaration

I, the undersigned, certify to the best of my knowledge and belief, the information contained in this form correctly describes my qualifications and experience.

**Name of Key Personnel: [*insert name*]**

Signature:

_____

Date: (day month year):

_____

Countersignature of authorized representative of the Bidder:

Date:                                                   Signature  ……………………………………………………

Place:                                                  Full Name of Authorized  Signatory  ………………..

                                                               Designation…………………………………………………….

                                                               Contact Details & Address ………………………..……

**16.3.4. Form TQ4: Responsibility Matrix**

(Applicable for Application Vendor and Cloud Service provider/MSP)

| Activity | Application Vendor | MSP/CSP | Purchaser |
|---|---|---|---|
| Post Award- Project Plan and Cloud Deployment Approach Finalization for various environments | R, A | R, A | C, I |
| **Initial - Infrastructure setup** | | | |
| CSP Account Creation, Cloud Infrastructure Setup and Deployment | C | R, A | I |
| CSP infrastructure optimization | C | R, A | I |
| CSP infrastructure monitoring | I | R, A | I |
| Install, Customize, Troubleshoot and Resolve application issues *(Troubleshooting and resolving issues related to G&G applications provide by the Purchaser is outside the scope)* | R, A | C | I |
| Troubleshoot and resolve CSP network issues | C | R, A | I |
| Troubleshoot and resolve operating system and infrastructure issues | C | R, A | I |
| **Networking** | | | |
| Configure Infra Services required for the solution | C | R, A | I |
| Direct Connectivity/Lease Line | I | C | R, A |
| **Migration** | | | |
| Uploading of Pre Stack data | C | R, A | C, I |
| Cataloging of Pre-Stack data | R, A | C | C, I |
| Uploading and Migration Post Stack + Other Loaded data migration | R, A | C | I |
| Data Validation and Integration with Application for Post Stack + Other Loaded Data | R, A | C | I |
| **Provisioning / UAT** | | | |
| Security Services Deployment (Network Firewall, WAF, Ant-DDOS, Threat Detection, Vulnerability Scanner etc.) | C | R, A | I |
| Integration Test | R, A | C | I |
| UAT | R | I | A, C |
| VAPT Certification of NDR setup and STQC certification of NDR website | R, A | R, C | I |
| VAPT Compliance | R, A | R, A | I |

| | | | |
|---|---|---|---|
| Go-Live | R, A | R, A | C |
| **Operations (Logging, Monitoring and Event Management)** | | | |
| Recording CSP infrastructure change logs | C | R, A | I |
| Installation and configuration of agents and scripts for patching, security, monitoring, etc. of CSP infrastructure provisioned through the change management process. | C, I | R, A | I |
| Define customer specific monitoring and incident requirements | R, A | R, A | C,I |
| Configuring alerts for Managed Environment | C | R, A | I |
| Monitoring all configured alerts | I | R, A | I |
| Investigating infrastructure Alerts for Incident notification | I | R, A | I |
| Investigating application alarms | R, A | C | I |
| **Incident Management** | | | |
| Proactively notify Incidents on CSP infrastructure based on monitoring | I | R, A | I |
| Handle application performance issues and outages not related to CSP Infra & Lease line | R, A | I | I |
| **Security Management** | | | |
| Customer infrastructure security and/or establishing baseline for security compliance process as determined and agreed to during customer onboarding. | C | R, A | I |
| Configure Managed Security Services | C | R, A | I |
| Update Managed Security Configuration | C | R, A | I |
| Maintaining and updating virus signatures. | C | R, A | I |
| Remediating instances infected with malware. | C | R, A | I |
| Security event management | C | R, A | I |
| Application security management and updates (Access Control, SSO, SSL etc.) | R, A | C | I |
| **DR Drill** | R,A | R,A | I |
| Back-up | C | R, A | I |
| Any Conflicts Resolution | C | C | R,A |

We _____ , the Bidder, agree to the above assignment of Responsibility and Accountability against this Tender/works.

<u>Countersignature of authorized representative of the Bidder:</u>

Date:

Place:

Signature   ……………………………………………………

Full Name of Authorized  Signatory   ………………..

Designation…………………………………………………

Contact Details & Address ………………………………

Note: Nomenclature

(a)  C: Consultation
(b)  I: Information
(c)  R: Responsible
(d)  A: Accountable

### 16.3.5. Form TQ5: Technical Qualification Document Checklist

| Sl. | Name of the Document | Attached (Yes/No) | Reference Page No's |
|---|---|---|---|
| 1 | PQ Document Checklist | | |
| 2 | **Form TQ1**: Bidder's information | | |
| 3 | **Form TQ2**: Compliance to Scope of Work | | |
| 4 | **Form TQ 3.1**: Team Composition: Bidder's Representative and Key Personnel for the Project | | |
| 5 | **Form TQ 3.2** Curriculum Vitae (CV) of O&M Personnel to be deployed | | |
| 6 | **Form TQ4**: Responsibility Matrix for Application Vendor and Cloud Service provider | | |
| 7 | Application Software Compatibility on cloud, **Section 16.1.6., Template 6:** | | |
| 8 | NDR functionalities as offered in the proposal | | |
| 9 | High level Solution Architecture of proposed NDR 2.0 | | |
| 10 | Detailed description and functionalities of all modules to be provided as part of the software along with relevant technical catalogues/brochures | | |
| 11 | Technical & Functional Specification Compliance for components, solutions, and services submitted by bidder, duly endorsed/confirmed by corresponding **OEMs** (or their authorised entity) **in their letter head**. | | |
| 12 | Cloud IT Infrastructure sizing and cloud service requirements for deployment of application, duly endorsed/confirmed by corresponding **OEMs** (or their authorised entity) in their letter head **(Template 6).** | | |
| 13 | DR Drill plan | | |
| 14 | Draft Standard Operating Procedures (SoP) with Workflow | | |
| 15 | Transition and Exit Management Plan | | |
| 16 | Details of sub-contractors and the services/role assigned/delegated for the purpose of this Tender | | |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

<u>Countersignature of authorized representative of the Bidder:</u>

Date:                                                         Signature   ………………………………………………………

Place:                                                        Full Name of Authorized  Signatory   ………………….

                                                                    Designation…………………………………………………….

                                                                    Contact Details & Address …………………………..……

### 16.4.  Annexure IV: Commercial Proposal (CP) format

### 16.4.1.  Form CP 1: Covering letter

<To be submitted in company's letterhead>

Date: _____                    Tender No. _____

To,
 Directorate General of Hydrocarbons (DGH)
 OIDB Bhawan, Plot No 2, Sector 73,
 Noida - 201301

Subject: RFP for "**Upgradation of National Data Repository of DGH on Cloud Platform**"

Dear Sir/Madam,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect to "**Upgradation of National Data Repository of DGH on Cloud Platform**" do hereby propose to provide services as specified in the RFP No: <Insert RFP Number>dated <Insert Date>

**PRICE AND VALIDITY**
All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of the bid is 180 days from the last date of bid submission.

We are an Indian Company and do hereby confirm that our Tender prices include all taxes and duties. However, all the taxes are quoted separately under relevant Sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

**UNIT RATES**
We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

**DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

**TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in the RFP.

We declare that in our commercial bid, with reference to **Section 16.4.2 Commercial Proposal Format (Bill of Materials),** the Sub-Total(A) of Section A, does not exceed 15% of the Total Cost (D) as per Table "Total Bid Cost"

**QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in the section attached with this RFP as part of the RFP.

**PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in **Annexure I: Template 2.** In addition, we shall also submit the Performance Bank Guarantee in the form prescribed in **Annexure II: PQ 5** , if the same is applicable to us.

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,



Authorized Signature [In full and initials]: _____

Name and Title of Signatory   : _____

Name of Company            : _____

Address                    : _____

Location: _____ Date: _____

### 16.4.2. Commercial Proposal Format (Bill of Materials)

*Bidder shall not mention price in the technical proposal. Violation*
*shall result in the bid being rejected*

To,

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

**Subject: Submission of the Commercial Proposal for "Upgradation of National Data Repository of DGH On Cloud Platform"**

Dear Sir,

| | SCHEDULE OF RATES | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **Bidder's Name:** | | | - | | | | |
| | (This BOQ template must not be modified/replaced by the bidder. Bidders are allowed to enter the unit price and tax rate only. Rest columns are formula enabled and will populate the data itself. The same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.) <br> Note- All prices shall be quoted in INR (Indian Rupees) only. | | | | | | | |
| **Sr No** | **SOR NO** | **DESCRIPTION** | **Unit** | **QTY** | **Unit Rate (in INR)** | **Applicable taxes (in %)** | **TOTAL AMOUNT Without Taxes (in INR)** | **TOTAL AMOUNT With Taxes (in INR)** |
| **A. Installation and commissioning** | | | | | | | | |
| A.1 | 10 | Installation & commissioning of NDR 2.0 solution and Migration of existing NDR 1.0 | LSM | 1 | | | - | - |
| A.2 | 20 | Charges for Initial Ingestion of Off-Line Raw/pre Stack data through application. | TB | 4096 | | | - | - |
| | | | | | **SUB TOTAL (A) =** | | - | - |
| **B.  Application Software and Services, as a service Model** | | | | | | | | |
| B.1 | 30 | Monthly access charges for **Each Concurrent User** to the GIS based NDR portal. Charges to include cost of all functions and applications required to fulfil the | User | 2100 | | | - | - |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | requirements of NDR 2.0. (35 users/month x 12 months x 5 years). | | | | | |
| B.2 | 40 | Annual charges for **6 (Six) Concurrent User** access/User License for Seismic Data Management. | Year | 5 | | - | - |
| B.3 | 50 | Annual charges for **3 (Three) Concurrent User** access/License for Well Data Management | Year | 5 | | - | - |
| B.4 | 60 | Annual charges for **1 (One) Concurrent User** access/ License each for Production Data Management and Drilling Data Management, including separate on-site Operation & Support service for each of the licenses. Operation & Support service shall be at DGH-Noida on regular basis as per DGH's office working schedule and Timing. | Year | 5 | | - | - |
| B.5 | 70 | Annual charges for **1 (One) Concurrent User** access/License for Data Analytics for MIS Dashboard | Year | 5 | | - | - |
| B.6 | 80 | Annual Charges for **1 (One) Concurrent User access/**License for Complete suite of Seismic Data Read/Write and QC application software, | Year | 5 | | - | - |
| B.7 | 90 | Annual Charges for **1 (One) Concurrent User** access/License for Gravity and Magnetic Data Tool | Year | 5 | | - | - |
| B.8 | 100 | Annual charges for **03 (Three)** concurrent licenses to access GPU based Virtual Data Room on cloud platform. | Year | 5 | | - | - |
| B.9 | 110 | Annual charges for Management of complete NDR 2.0 solution | Year | 5 | | - | - |
| B.10 | 120 | Charges for Functional Training for DGH Personnel at Training facility (Batch comprising of 4 Persons). | Batch | 5 | | - | - |
| B.11 | 130 | Charges for Application Administration Training including database and system management for DGH Personnel at Training | Batch | 5 | | - | - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | facility (Batch comprising of 2 Persons). | | | | | | |
| B.12 | 140 | Charges for Web based End User Training Program, Post Go-Live at DGH Facility (Batch comprising of 5 persons) | Batch | 16 | | | - | - |
| B.13 | 150 | Migration of NDR database to OSDU Compliant format/ Format decided by DGH, before end of the contract. | LSM | 1 | | | - | - |
| B.14 | 160 | Change Request cost (Man-Hours) | Man Hour | 100 | | | - | - |
| | | | | SUB TOTAL (B) = | | | - | - |
| **C. Manpower Support Service, as a service** | | | | | | | | |
| C.1 | 170 | Monthly charges for Application Administrator (5+ years' experience) (1 Person x 12 Months x 5 Yrs = 60 Man-Month) | Man-Month | 60 | | | - | - |
| C.2 | 180 | Monthly charges for Seismic Loader (5+ years experience) (2 Persons x 12 Months x 5 Yrs = 120 Man-Month) | Man-Month | 120 | | | - | - |
| C.3 | 190 | Monthly charges for Well Loader (5+ years experience) (1 Person x 12 Months x 5 Yrs = 60 Man-Month) | Man-Month | 60 | | | - | - |
| C.4 | 200 | Monthly charges for Other Data Services (5+ years experience) (1 Person x 12 Months x 5 Yrs = 60 Man-Month) | Man-Month | 60 | | | - | - |
| C.5 | 210 | Monthly charges for Services other than data loading (3+ years experience) (1 Person x 12 Months x 5 Yrs = 60 Man-Month) | Man-Month | 60 | | | - | - |
| | | | | SUB TOTAL (C)= | | | - | - |

**TOTAL BID COST**

| Bidder's Name: | |
|---|---|

(This BOQ template must not be modified/replaced by the bidder. All Columns of this sheet are formula enabled and will populate the data from the excel "SOR details" itself. Both the excels should be uploaded after filling the relevant columns, , else the bidder is liable to be rejected for this tender.
Note- All prices shall be quoted in INR (Indian Rupees) only.

| Sr. No. | Broad Description | Section | Sub Total Amount (Excluding taxes) (in INR) |
|---|---|---|---|
| 1 | Installation and commissioning⁷ | A | - |
| 2 | Application Software and Services, as a service Model | B | - |
| 3 | Manpower Support Service, as a service | C | - |
| **Total Bid Cost (Excluding taxes) (D=A+B+C) =** | | | - |

| **Total Bid Cost (Including Taxes) (E) =** | **-** |
|---|---|

**Note**:
1. The bidder should ensure that filled in commercial proposal with price should not be submitted along with the technical proposal, in such case the bid will be rejected.
2. The commercial proposal must be signed and stamped properly by the authorised signatory.
3. The bidder should fill all the values properly, in case any value is not given, the cost will be treated as zero during whole contract period.
4. In case the bidder does not provide any services as a part of commercial item, the bid will be rejected.
5. Purchaser may increase/decrease the quantity of services.
6. The quantities mentioned against each item is for evaluation purposes only. The indicated quantities are based on projected requirement over the entire contract period, with no commitment from Purchaser regarding the minimum guaranteed quantity or that the projected quantity will be utilized.
7. **Sub-Total(A) of Section A (Excluding taxes), should not exceed 15% of the Total bid Cost (Excluding taxes) (D). Any bid not complying with this would be liable for rejection**
8. **The bidder should quote the total bid cost (Including Taxes) i.e. Given in (E) in GeM.**
9. For details of functionality requirement for each item refer scope of work
10. Quoted Rates should be inclusive of packing & freight, transportation cost and any other charges that vendor may incur.

We, hereby, accept that we will not withdraw or modify our bid during the bid validity period (i.e., 180 days from the last date of bid submission). We understand that on violation of this declaration, we may be penalized with suspension for participation in future for a period of up to one year.

<u>Countersignature of authorized representative of the Bidder:</u>

Date:                          Signature [In full and initials]: …………………………………………

Place:                         Full Name of Authorized Signatory   ……………………………..

Seal:                          Designation……………………………………………………………………

                               Name of Company……………………………………………………………

                               Contact Details & Address …………………………………………..……

**16.5.    Annexure V: Consortium**

**16.5.1.    Consortium Summary**

The Companies forming the consortium should mention their respective domains on which they will be working as well as their respective years of experience in the format given below

| Sr. No. | Name & Address of the consortium member | Responsible for the Domain |
|---------|------------------------------------------|----------------------------|
| 1       |                                          |                            |
| 2       |                                          |                            |

Countersignature of authorized representative of the Bidder:

Date:                                          Signature  ………………………………………………

Place:                                         Full Name of Authorized  Signatory  ………………..

Designation……………………………………………………

Contact Details & Address ………………………….……

### 16.5.2. Consortium Agreement Format

**Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium**

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s.......................................... AND M/s. .........................................., for bidding for Tender No. [Tender Details] (the "RFP") dated [Date] as per its Clause 5.11

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this .......... [date] day of .......... [month], .......... [year] between:

1. M/s. ........................................., a company incorporated under the laws of ....................and having its Registered Office at ........................................., (hereinafter called the "Party1," which expression shall include its successors, executors and permitted assigns).

2. M/s. ........................................., a company incorporated under the laws of ....................and having its Registered Office at ........................................., (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns).

(*The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above*.) for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered into with the purchaser.

Party 1 and Party 2 are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS Clause 5.11 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:**

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

In consideration of the selection of the Consortium as the Bidding Consortium by purchaser, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s.......................................................... [Insert name of the Lead Member], shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s. ........................................ and M/s. ……….....……………………… [the names of all the other Members of the Consortium to be filled in here].

The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.

The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement to meet the requirements and obligations of the RFP.

In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP.

Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.

It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to purchaser as stipulated in the RFP. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.

It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project including Defect Liability Period, unless expressly agreed to the contrary by purchaser.

The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.

It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties, or obligations under this Agreement to any person or entity except with prior written consent of purchaser.

It is clearly agreed that all members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

It is expressly understood by the Parties that the leader of the consortium, on behalf

of the consortium, shall coordinate with purchaser during the period the bid is under evaluation as well as during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the consortium members. Any correspondence exchanged with the leader of consortium shall be binding on the consortium members.

It is hereby expressly agreed between the Parties that the Leader of the Consortium is authorized to incur liabilities and receive instructions for and on behalf of the Consortium and that the overall Project Management shall be performed by the Leader. It is also agreed between the Parties that all payment shall be made only to the leader of the consortium towards fulfilment of the contract obligation.

It is understood by the Parties that no change in project plans, time-tables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a Consortium Member. Also, If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.

It is hereby expressly agreed that in the event of award of contract to the consortium, the contract shall be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.

This Consortium Agreement:
has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Party.

sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and

may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the purchaser.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through purchaser, executed these presents and affixed common seals of their respective companies on the Day,

Month and Year first mentioned above.


**Signed by Lead bidder.**



Date:                               Signature: ………………………………………………………………

Place:                              Full Name of Authorized Signatory   ……………………………..

Seal:                               Designation…..……………………………………………………………

                                    Name of Company……………………………………………………….

                                    Contact Details & Address …………………………………….……

### 16.5.3. Letter of Consent by Consortium Member

**Format of Letter of Consent by Consortium Member reviewing each element of the Bid**

[On the letter head of each Member of the Consortium including Lead Member]

[Reference No.]

From:
[Address of the Lead Consortium Member]
[Telephone No., Fax No., Email]
[Date]

To

Directorate General of Hydrocarbons (DGH)

OIDB Bhawan, Plot No 2, Sector 73,

Noida - 201301

Sub: Bid for **Upgradation of National Data Repository of DGH on Cloud Platform** Project.

Ref: [Tender Details]

Dear Sir/ Madam,

     We, …………………… [Insert name of the undersigned Consortium Member] Member of Consortium Lead by …………………… [Insert name of the Lead Consortium Member] have read, examined, and understood the RFP document cited above.

We hereby confirm our concurrence with the RFP including the Consortium Agreement and the Bid submitted by …………………… [Insert name of the Lead Consortium Member], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name:
Designation:
Name of the Company:
Address:
Phone Nos.:
Fax Nos.:
E-mail address:

Thanking you,

Yours faithfully,

……………………………..
[Signature, Name, Designation of Authorized Signatory of Consortium Member and
Company's Seal]

## 16.6.1     Typical Drilling DPR Format submission by E&P Operators

Operator Logo

*<Operator Name>*
*<Address line 1>*
*<Address line 1>*
*<Address line 3 with Pincode>*
**<Phone No. , Fax No.>**

|  |  |  |  |  |  |
|---|---|---|---|---|---|
| | | | | | Date :*<dd-mm-yyyy (Report Submission Date)>* |
| **FROM** | *<Name>, <Designation>* | | | | |
| **TO** | **Director General, Directorate General of Hydrocarbons, Noida** <br><br>**Attn: <Name>, Nodal officer, <Block Name>** | | | | |

| DAILY PROGRESS REPORT *<dd-mm-yyyy>* <br><br>**(From** *<dd-mm-yyyy>* **at** *<hh:00>* **hrs to** *<dd-mm-yyyy>* **at** *<hh:00>* **hrs)** | | Days since Rig release from previous Loc.(if applicable): | Days since Rig on Loc. (for Offshore only): | Days since Spud/Re-entry: | |
|---|---|---|---|---|---|
| **Well Name/No.** | | **Rig Name & Capacity** | | | |
| **Block Name** | - | **Rig Operating Status (Owned/Ch.Hired/MMC)** | | | |
| **Well Category(Expl./Apr./Dev.)** | - | **Well Co-ordinates** | Lat: xx°xx'xxxxxx"N | | Long: xxᵒxx'xxxxxx"E |
| **Area/Basin** | - | | **xx.xxxxxxx° N** | | **xx.xxxxxxx° E** |
| **Offshore/Onshore** | - | | | | |
| **State/UT** | - | **Phase (RB/DR/PT/OC)** | | | |
| **Well Profile** | - | | **Planned Days** | | **Actual Days** |
| **Rig on Location (Offshore)** | *<hh:mm>hrs at <dd-mm-yyyy>* | **RB** | - | | - |
| **Spud Date** | *<hh:mm>hrs at <dd-mm-yyyy>* | **Drilling (From spud date)** | - | | - |
| **Re-Entry Date (Re-entry well)** | *<hh:mm>hrs at <dd-mm-yyyy>* | **Production Testing** | - | | - |
| **Herm. Test Date** | *<hh:mm>hrs at <dd-mm-yyyy>* | **Total Days** | - | | - |
| **Rig Release Date** | *<hh:mm>hrs at <dd-mm-yyyy>* | **Casing Plan** | | | |

| | | Hole size | Drilled Depth | Csg. Size | Csg Planned (MD-KB) | Csg Actual (MD-KB) | LOT (ppg) |
|---|---|---|---|---|---|---|---|
| **Target Depth** | - | | | | | | |
| **Drilled Depth** | - | | | | | | |
| **Meterage(drilled in 24hrs)** | - | - | - | - | - | - | - |
| **Water Depth** | - | - | - | - | - | - | - |
| **KB(from Sea Level/Ground)** | - | - | - | - | - | - | - |
| **Nearby Wells** | - | - | - | - | - | - | - |
| | | - | - | - | - | - | - |
| **Operation Status** | *(at the end of the reporting time)* | **Deviation Data** | | | | | |

| Well Objective | - | | MD-KB | TVD | Inclination | Azi | HD | DLS(deg./30m) |
|---|---|---|---|---|---|---|---|---|
| | | Actual | - | - | - | - | - | - |
| Next 24 Hours Operation | - | Expected BHT: | | | Actual BHT: | | | |
| Remarks: | - | | | | | | | |
| Operation Summary (Last 24 Hours): | | | | | | | | |

**Operation Details**

| From | To | Duration | Operations Carried out |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Mud Parameters**

| DEPTH (m) | MW IN (ppg) | VISC (sec) | PV | YP | GEL 0/10/30 | SALINITY | OWR | ES | FL | SOLID% | pH | ECD | FLT (ºC) | Cl (mg/l) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

**Drilling Parameters**

| DEPTH (m) | WOB (Ton) | ROP (M/Hr) | Flow rate (GPM) | SPP (psi) | Torque (FT-LB) | RPM/ Bit RPM | Remarks |
|---|---|---|---|---|---|---|---|
| - | - | - | - | - | - | - | - |

**Bit Details**

| No. | SIZE | IADC/ MODEL | Manufacturer | TYPE | S.NO | JETS | Depth IN | Depth Out | Meterage | Bit Hrs | K.Revs | POBC |
|-----|------|-------------|--------------|------|------|------|----------|-----------|----------|---------|--------|------|
| - | - | - | - | - | - | - | - | - | - | - | - | - |

**Bit Grading <Bit No.> (Last Bit P/out)**

| Inner | Outer | Dull Char. | Location | Bearing/ Seals | Gauge | Other Dull Char. | Reason for PO |
|-------|-------|-----------|----------|----------------|-------|------------------|---------------|
| - | - | - | - | - | - | - | - |

**BHA Details**

| Sr. No. | Item | Item Sr. No. | No. | OD | ID | Length(m) | Cum. Length(m) |
|---------|------|--------------|-----|-----|-----|-----------|----------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**Mud Pump Specification**

| Pump No. | Make & Model | Stroke Length (inch) | Liner Size (inch) | SPM | Bbl/stk. | Bbl/min | Pump Pr. (psi) | Flow Rate (GPM) | Slow Circulation Rate (SCR) | |
|----------|--------------|---------------------|-------------------|-----|----------|---------|----------------|-----------------|------|----------|
| | | | | | | | | | SPM | SPP (psi) |
| | | | | | | | | | | |
| | | | | | | | | | | |

**MLU status: <Service provider Name>**

| ROP | WOB | RPM | TRQ | SPM | SPP (psi) | T.GAS /GC | MW IN | MW OUT | TMP IN | TMP OUT | PIT VOL | CON IN | CON OUT | FL IN |
|-----|-----|-----|-----|-----|-----------|-----------|-------|--------|--------|---------|---------|--------|---------|-------|
| | | | | | | | | | | | | | | |

*(Authorized Signatory Name),*

*(Authorized Signatory Designation & Company Name),*

*Block Name*

| Abbreviations Used | | |
|---|---|---|
| **RB:** Rig Building/Inter Location Movement(ILM) | **PV:** Plastic Viscosity | **SPP:** Stand pipe pressure, psi |
| **DR/PT/OC:** Drilling/Production testing/Out Cycle | **YP:** Yield Point | **RPM:** Rotation per minute for Rotary table |
| **LOT:** Leak off test, ppg | **OWR:** Oil/water ratio (For oil based mud only) | **POBC:** P/out bit condition |
| **Csg:** Casing size, Inch | **ES:** Electrical stability (For oil/synthetic based mud only) | **TRQ:** Torque in Foot-pound |
| **MD-KB:** Measured depth from Kelly Bushing, m | **FL:** Fluid loss | **SPM:** strokes per min. |
| **MD:** Measured Depth, m | **ECD:** equivalent circulating density | **Bbl/stk.:** Barrels per stroke |
| **TVD:** True vertical depth, m | **FLT(°C):** Flow-line temperature | **Bbl/min:** Barrels per minute |
| **Azi:** Azimuth | **Depth:** in meter | **T. Gas:** Trip gas |
| **HD:** Horizontal drift | **WOB**: weight on bit, ton (1 ton = 2.20 kips) | **GC:** Gas Chromatography |
| **DLS(deg/30m):** Dogleg severity (degree per 30 meter) | **ROP:** Rate of penetration, metre/hr. | **BHA:** Bottom Hole Assembly |
| **BHT:** Bottom Hole temperature, °C | **Pr. (pressure):** in psi (1 kg-f/cm$^2$= 14.22 psi) | **OD:** Outside diameter, in. |
| **BHP:** Bottom hole pressure, psi (pound per sq. Inch) | **Bit Nozzle:** inch/32 | **ID:** Inner diameter, in. |
| **MW (in ppg):** MW (in sp. Gr.) x 8.33 | **GPM:** Gallons per minute | **CON IN/OUT:** Conductivity of Mud |
| **Visc.:** Viscosity | | |
| **All depths are to be reported in meter and measured from KB/RT.** | | |

-----------------------------------------End of the Document------------------------------------------------
-

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**Directorate General of Hydrocarbons**

**(Under Ministry of Petroleum & Natural Gas)**

**Government of India (GoI)**

# Response no. 1 to Pre-bid Queries

(Request for Proposal for Upgradation of National Data Repository of DGH on Cloud Platform)

## Tender No:  GEM/2024/B/4675043

**Plot No. 2, Tower A, OIDB Bhawan, Sector 73, Noida, Uttar Pradesh 201301.**

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| 1 | 6 | General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024 | For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. | Requesting DGH to amend the clause to the below mentioned. For selected freight intensive products, as notified on GeM, the Seller may quote unit price **exclusive** GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. | To be guided as per relevant tender clauses |
| 2 | 15 | General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024 | Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/ dispute of any sort whatsoever. | GST on liquidated damages will not be applicable in light of circular no 178/10/2022 dated 03rd August 2022 issued by government of India. The company will raise valid commercial invoice of any for deduction of liquidated Damages. | No GST will be made applicable on the liquidated damages. |
| 3 | 7 | Service Level Requirements | Service Level Requirements | Currently the SLA's and penalties are uncapped. Requesting DGH to cap the SLA's, penalties and LD's combined exposure to maximum of 10% of annualized contract value. | To be guided as per relevant tender clauses |

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| 4 | 7.6 | Monthly Service Level Availability | Table - 6A, Availability of Application Services: Availability of each individual service >=98.5% | Requesting DGH to reduce the Monthly Availability of Application services to 98%. 98% of the Service Level Availability is the best industry standard practise. | To be guided as per relevant tender clauses |
| 5 | 7.6 | Monthly Service Level Availability | Disaster Recovery : Application database RPO | Requesting DGH to reduce the penalty to 10 Lakhs per violation. | Please refer updated clause, Table 6A |
| 6 | 7.6 | Monthly Service Level Availability | Table - 6A, Security Management | The defined parameters will be co-managed by both the CSP and Application OEM. The CSP will bear responsibility for any security breaches occurring at the infrastructure level, while the Application OEM will be accountable for breaches only at the application level. Request DGH to confirm on the bidder's understanding. Also, concerning the tender, the clause imposing a penalty of 3% of the Monthly Payment for each day of delay in resolving security issues appears excessively stringent given the prevailing contracting policy in India. Therefore, we respectfully request the DGH to consider 1% of the Monthly Payment for each day of delay in resolving security issues and consider capping the penalty to maximum of 10% of annualized contract value. | Bidder's understanding is correct, However it would be based on the RACI Matrix at clause 16.3.4. No change in penalty clause. |
| 7 | 7.6 | Monthly Service Level Availability | Table - 6A, Security Audits: Bidder shall ensure timely VAPT Audits with fixing of vulnerabilities within 15 days of the audit start date. Penalty: 1% of the Monthly Payment for every day of delay. | Requesting DGH to consider 30-days timeframe for addressing the vulnerabilities reported in the VAPT audits applicable for the application provider. Therefore, we request the DGH to | Please refer updated clause, Table - 6A |

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| | | | | consider capping the penalty to maximum of 10% of annualized contract value. | |
| 8 | 7.6 | Monthly Service Level Availability | Table - 6B, Category – High: 1% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | We request the DGH to consider 1% of the Monthly Payment for each day of delay in resolving security issues and consider capping the penalty to maximum of 10% of annualized contract value. Applicability of hourly penalty is excessively stringent given the prevailing contracting policy in India. | Please refer updated clause, Table - 6B |
| 9 | 7.6 | Monthly Service Level Availability | Category – Medium: 0.5% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | We request the DGH to consider 1% of the Monthly Payment for each day of delay in resolving security issues and consider capping the penalty to maximum of 10% of annualized contract value. Applicability of hourly penalty is excessively stringent given the prevailing contracting policy in India. | Please refer updated clause, Table - 6B |
| 10 | 7.6 | Monthly Service Level Availability | Category – Low: 0.25% of total Monthly Payment for every hour, or part thereof, of delay beyond permissible time | We request the DGH to consider 1% of the Monthly Payment for each day of delay in resolving security issues and consider capping the penalty to maximum of 10% of annualized contract value. Applicability of hourly penalty is excessively stringent given the prevailing contracting policy in India. | Please refer updated clause, Table - 6B |

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| 11 | 7.6 | Monthly Service Level Availability | a) Response Time: Average Time taken to acknowledge and respond, once a ticket / incident is logged. This will be calculated for all tickets/ incidents reported within the reporting month, against that category. b) Resolution Time: Average Time taken to resolve the reported ticket / incident from the time of logging. This will be calculated for all tickets/ incidents reported within the reporting month, against that category. | The bidder understands that since there is no provision for 24X7 manpower resource, the response time and resolution time will be calculated only during business hours i.e. 9:30am to 17:30PM IST from Monday to Friday. Requesting DGH to kindly confirm on the bidder's understanding. | Manpower resources provisioned as per RFP is for regular operations of NDR. To manage the SLA, bidder has to manage its own resources. |
| 12 | 8 | Liquidated Damages | Applicable for the following: - Liquidated Damages (LD) on account of delay mentioned under S.No (a), (b), (c), (d) and (e) below shall be applicable individually (in case of delay). | Requesting DGH to cap the SLA's, penalties and LD's combined exposure to maximum of 10% of annualized contract value. | To be guided as per relevant tender clauses |
| 13 | 8 | Liquidated Damages | The total amount of liquidated damages on account of delay shall not exceed 10% of the total Contract value. | Requesting DGH to cap the SLA's, penalties and LD's combined exposure to maximum of 10% of annualized contract value. | To be guided as per relevant tender clauses |
| 14 | 10 | Payment Terms | Purchaser shall within 30 days of receipt of the GST Invoice(s) notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 45 days. This will not prejudice Purchaser's right to question the validity of the payment at a later date as envisaged. | Requesting DGH to change the payment terms to 15 days from the receipt of quarterly Invoice. The request is made as under the running contract no. DGH/MM/NDR/073/ORD-147, the payment have been substantially delayed. | To be guided as per relevant tender clauses |

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| 15 | 11.1 | Warranty/ Defect Liability Period and Remedy of Defects | 1. The Contractor shall, without charge, replace, repair or rectify defective goods/ works/ services with similar or better goods/ works/ services free from defect. Any goods/ works/ services that is repaired/ replaced/ rectified by the contractor shall be delivered/ made available at Purchaser's premises without costs to Purchaser. 2. Warranty shall also include supply and installation of all the software updates and upgrades with its latest releases/ upgrades, if any, free of cost during the contract period, including extensions if any. 3. Any software/firmware updates and upgrades of supplied software, released during contract duration, must be supplied free of cost to Purchaser and installed on the relevant systems/ cloud, with due intimation to Purchaser. 4. Duration of warranty/ defect liability period shall extend 6 months beyond the contract period and extension(s), if any | Requesting DGH to replace the existing clauses in the tender with the below clause. Contractor warrants that the Contractor-owned Software was developed with reasonable diligence and skill, and that it substantially conforms to published documentation and source files. The Software and the Cloud Services are deemed accepted AS-IS without any further warranty. Contractor does not warrant that the operation of the Cloud Services will be uninterrupted or error free or that Contractor will correct all errors or that the Cloud Services will meet your requirements or expectations. Contractor is not responsible for any issues related to the performance, operation, or security or the Cloud Services that arise from the network or Content or services provided by third parties. Contractor does not warrant that the Software or the Cloud Services will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Contractor does not warrant any third party software even if included with other Contractor-owned Software. However, the original suppliers may provide their own warranties as specified in the documentation accompanying such third-party software. THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER | To be guided as per relevant tender clauses |

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| | | | | WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO CONDITIONS INCLUDING SOFTWARE, HARDWARE, SYSTEMS, NETWORKS, OR ENVIRONMENTS OR FOR THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. | |

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| 16 | 11.4 | Confidentiality of Information | Security and safety of all NDR 2.0 data shall be the contractor's responsibility. | As per the tender clause, Data Security and safety of all NDR2.0 data is the responsibility of CSP/ MSP. Requesting DGH to provide clear guidance on the data security responsibilities between the CSP/MSP and the application provider. | CSP/MSP shall be responsible for NDR 2.0 data security and safety from IT infrastructure point of view, however, from application point of view contractor of this RFP shall be responsible. Please refer RACI Matrix in clause 16.3.4 |

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| 17 | 12.14 | Intellectual Property Rights | 1. Intellectual Property Rights (IPRs) are legal rights that protect creations and/or inventions resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.<br>2. No Transfer of ownership of any intellectual property should occur under this contract. The Bidder shall ensure that while it uses any software, HW, processes or material in the course of performing the service, the Bidder shall have no right to use in any manner the intellectual property of the purchaser without prior written authorization of the purchaser. the Bidder shall keep the Purchaser indemnified against all costs, expenses, and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.<br>3. The Bidder shall not issue any press release, interview or other public statement regarding this Document or the parties' relationship. The Bidder shall not use the name of the purchaser for any of its marketing or presentation activities. The Bidder shall be allowed to use the copyright, license (if any) required to deliver Services in terms and conditions of this RFP, which are required including the right to work on the system of purchaser. Neither of the parties shall publicly disclose the terms of this RFP without prior consent of the non- disclosing party.<br>4. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub- license of such Services under this | Requesting DGH to replace the existing clauses in the tender with the below clause.<br>Each Party will treat, protect, and safeguard as proprietary and confidential all pertinent information disclosed to the other under this Agreement. Each Party agrees that it will not make use of, either directly or indirectly, any of the information, which it has received from the other, other than for the purpose for which the information has been disclosed, except with specific prior written authorization. Each Party agrees not to disclose, publish, or otherwise reveal any such information to any party without specific prior written authorization. These restrictions will not apply to any information which (a) is rightfully known or is in the rightful possession of the receiving Party as of the date of disclosure; (b) is generally distributed or made available to others by the disclosing Party following the date of its | Please refer updated clause 12.14 |

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| | | | Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such Documents/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. | disclosure without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving Party from third parties who are not under a similar agreement, directly or indirectly, with the disclosing Party hereto regarding disclosure; (d) is independently developed without the use of the confidential information. Upon the request of the Disclosing Party the Receiving Party will promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information, including all copies of such Information made by the Receiving Party (additional costs may apply for copies of Disclosing Party's Confidential Information during the Term). The Receiving Party may, upon obtaining prior written approval from the Disclosing Party, satisfy this requirement by providing a written certification of destruction of all of the Disclosing Party's Confidential Information. Purchaser acknowledges that Contractor is the sole | |

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| | | | | and exclusive owner of, or otherwise has the legal right to, the Software and all patents, copyrights, trade secrets, trademarks, and other intellectual properties and proprietary rights therein. No title to or ownership of the Cloud Services, Software, or the patents, copyrights, trade secrets, trademarks, or other proprietary rights contained therein is transferred to Purchaser by this Agreement. Purchaser acknowledges and agrees that its use of the Software Products may contain components manufactured or owned by companies and/or individuals ("Suppliers") other than Contractor ("Third Party Software"). Such Third Party Software shall be governed by the applicable end user license terms of the Third Party Software and Purchaser hereby agrees to be bound by such terms. Contractor will defend Customer, at Contractor's expense, against any claim or suit alleging that any Software Product | |

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| | | | | defined in the quotation infringes upon a patent or copyright granted by the United States of America. Contractor will pay all costs and any damages finally awarded, provided Purchaser gives Contractor prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In the defence or settlement, Contractor may obtain for Purchaser the right to continue using the Software Product, or replace or modify it (without substantially changing its original functions) so that it becomes non-infringing. If such remedies are not reasonably available, and if Purchaser returns the Software Product, Contractor will give Purchaser a pro rata refund for such Software Product based on the remaining subscription term. Contractor is not liable if the alleged infringement is based on modifications to the Software or use of such Software in combination | |

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| | | | | with products not furnished by Contractor. Purchaser agrees that the Software is confidential and proprietary information in which Contractor claims trade secret rights and that the Software is disclosed to Purchaser on a confidential basis. Purchaser shall keep the Software confidential and prevent the Software from being (a) used except as permitted by the license granted herein, or (b) disclosed to any person or entity other than Customer's employees or agents solely for the purposes of Customer's permitted use of the Software. Customer's obligations of confidentiality under this Agreement do not apply well as the accuracy of data transmitted by electronic means and Contractor shall not be responsible for accidental or intentional interception of such Purchaser Content by others. PURCHASER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR GROUP FROM ANY THIRD PARTY CLAIMING | |

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| | | | | INFRINGEMENT TO PURCHASER CONTENT. Purchaser may request the removal of the Purchaser Content from the Cloud Services and/or delivery of its Purchaser Content from computers under Contractor's custody or control. Contractor is a mere depository and stores the Purchaser Content strictly at the request of and subject to the sole discretion of Customer. Contractor shall not be liable for the corruption, damage, loss or mis transmission of data or Purchaser Content caused by the Cloud Services or transmission via any communications facilities. Notwithstanding the foregoing, in such circumstances, Contractor shall use commercially reasonable efforts in the recovery of the lost Purchaser Content from the Contractor last back-up preceding the loss. Contractor may immediately (and without prior notice) block access to any Purchaser Content on the Cloud Services (i) that Contractor believes violates applicable law, | |

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| | | | | misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Agreement; or (ii) pursuant to the a subpoena, or an order issued by a court or government agency. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, PURCHASER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED ACCESS TO THE CLOUD SERVICES AND AGREES TO RELEASE, DEFEND, AND INDEMNIFY CONTRACTOR GROUP FROM ANY AND ALL CLAIMS, DAMAGES, AND LIABILITIES ARISING FROM ANY UNAUTHORIZED ACCESS. EXCEPT AS OTHERWISE PROVIDED HEREIN, PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COST, EXPENSES, | |

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| | | | | ATTORNEY FEES, AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS ARISING FROM THE USE OF THE CLOUD SERVICES INCLUDING ANY ASSOCIATED SERVICES DELIVERED BY CONTRACTOR TO CUSTOMER. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF CONTRACTOR GROUP OR ANY DEFECT IN THE CLOUD SERVICES FURNISHED BY CONTRACTOR GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. Purchaser consents to Contractor listing them in | |

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| | | | | their promotional materials and press releases related to its good and services | |

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| 18 | 12.16 | Equipment's Ownership | 1. The Purchaser shall own the assets/components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract 2. However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder. | This clause is not applicable to the tender as the solutions is a software solution. DGH does not own the hardware. Hence requesting DGH to remove the clause. | Please refer updated clause 12.16 |
| 19 | 12.17 | Indemnity | 6. The amount of aggregate liability shall be maximum up to 100% of contract price. | Requesting DGH to amend the clause to the read as following. The amount of aggregate liability shall be maximum up to 100% of contract price and Purchaser agrees to indemnify and hold harmless the Contractor from any claims or liability in excess of such amount. | To be guided as per relevant tender clauses |
| 20 | 12.2 | Warranty | 7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract. | Requesting DGH to amend the clause to the read as following. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract, Bidder's aggregate liability under this Article will not exceed the total value of defective Goods/Services under this Contract. | To be guided as per relevant tender clauses |

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| 21 | 12.2 2.3. | Termination for Convenience | Time is the essence of the Contract, and the delivery dates are binding on the successful Bidder. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. | Requesting DGH, to reimburse for the cost incurred by the bidder for initial mobilization and deployment of the solution prior termination. | The query is not understandable. RFP statement indicated does not pertain to the Section no. and name mentioned by the bidder. |
| 22 | 12.2 3 | Liquidated Damages | Time is the essence of the Contract, and the delivery dates are binding on the successful Bidder. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. | Requesting DGH to kindly consider capping the liability and liquidated damages at 10% of the annualized contract value instead of 10% of the total contract value. | To be guided as per relevant tender clauses |

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| 23 | 12.2 5 | LIMITA TIONS OF LIABIL ITY. | 1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser: (a) For any indirect or consequential loss or damage; and (b) For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher. 2. This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services. Limitation of liability, including for damage to Third Parties, shall be to the extent of 100% of the total cost of the project calculated up to and as on the date when such section / clause is required to be invoked | NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR QUOTATION TO THE CONTRARY, IN NO EVENT WILL CONTRACTOR GROUP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS, OR USE OF HARDWARE OR SOFTWARE). Purchaser accepts full responsibility for any investment or decisions made based on use or results from the Software. Any interpretation or analyses of geological or other Purchaser Content, and any recommendation or reservoir description based upon such interpretation or analyses are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional geoscientists may differ. Accordingly, Contractor cannot and does not warrant the accuracy, correctness, or | To be guided as per relevant tender clauses |

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| | | | | completeness of any such interpretation recommendation or reservoir description. As such, any interpretation, recommendation, or reservoir description resulting from the Software for the purpose of any drilling, well treatment, production or any financial decision will be at the sole risk of Customer. Under no circumstances shall the aggregate liability of Contractor Group arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed the total amounts actually paid by Purchaser to Contractor under the Contract giving rise to the liability during the six (6) months immediately preceding the event giving rise to such liability under such Quotation. Any action against Contractor for claims under this Agreement must be brought within twelve (12) months after the cause of action accrues. | |

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| 24 | 12.28 | Exit Management Plan | The successful bidder would be required to complete following activities: 1. This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies at least 180 days before expiry of the contract. 2. The bidder shall not delete any data for a period of 45 days beyond the Expiry of the Agreement /Termination (whichever is earlier), without the express approval of the purchaser. 3. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the Purchaser. 4. Support and assist Purchaser for a period of 2 months to successfully deploy and access the services from the new environment. 5. Train and transfer the knowledge to Purchaser to ensure similar continuity and performance of the Services post expiry of the Agreement. | Bidder sole responsibility will be to handover the data to DGH toward exit of the contract. Bidder will not be liable to ensure successful deployment and data migration to the new vendor's application. Requesting DGH to kindly remove the clause no 4. (i.e.. Support and assist Purchaser for a period of 2 months to successfully deploy and access the services from the new environment). | To be guided as per relevant tender clauses |

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| 25 | 13.2 | Broad Scope of Activities | Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e. the NDR 2.0 contractor shall not charge purchaser on account of this). A detailed workflow shall be prepared by the contractor in close consultation with purchaser to ensure that there is no hindrance in business continuity and data loss to purchaser during this transition. | Transfer of Application Stack to a different CSP will require a significant services' effort. As such it may not be possible to carry out the migration at no additional cost and zero downtime. There has to be some provision and the entire process should be carried out in consultation with CSP, Application & Hardware provider. The migration activity shall be carried out on mutually agreed rates between DGH & bidder and not on "no additional cost" as mentioned in the tender. Requesting DGH to kindly amend the clause. | Please refer updated clause, 13.2 (2) |
| 26 | 13.2 | Broad Scope of Activities | Migration of existing online data, as on the date of LOA, of NDR 1.0 to upgraded NDR 2.0 and should ensure to meet all standard data formats for data transfer /portability during migration. | Requesting DGH to kindly define the criteria/ parameters to be considered for successful migration of data from NDR1.0 to NDR2.0. | Please refer to Clause 13.6.9 and 13.7, which covers migration of data from NDR 1.0 to NDR 2.0 |
| 27 | 13.2 | Broad Scope of Activities | Provide support at any time (24 hours a day, 7 days a week) via all possible modes including phone, chat, and email support to the purchaser and its System Integrator for provisioning and configuring cloud resources. | Requesting DGH to kindly provide further clarification on the nature and frequency of 24/7 support. Our understanding as the bidder is that according to section 13.10.3, "Work Location and Working Hours," onsite personnel are solely obligated to deliver services within DGH's standard business hours and business days. | Manpower resources provisioned as per RFP is for regular operations of NDR. To manage the SLA, bidder has to manage its own resources. |

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| 28 | 13.2 | Broad Scope of Activities | In case of change of CSP, the bidder to assist and support to ensure transfer of data from existing CSP to new CSP covering all required activities such as encryption of the data prior to transport and then decrypt it upon arrival. | In case of CSP, a substantial hardware and services cost involved in the data migration. We assume that the entire application stack will have to migrated along with the data. The migration activity shall be carried out on mutually agreed rates between DGH & bidder. Requesting DGH to kindly amend the clause. | Please refer updated clause 13.2 (2) |
| 29 | 13.3.1 | Business Model | Cloud IT infrastructure, Cloud Security Systems, On-Premises IT infrastructure (with OS software) at DGH, Noida and DGH, Bhubaneswar and Lease line connectivity with CSP data centre, shall be provided by the purchaser for which a separate tender is being published. | Requesting DGH to clarify if the both PDC & DR sites will be connected via leased line. Requesting DGH to kindly confirm. Additionally, it is essential to have admin access of the DGH cloud tenant, hence requesting DGH to consider the same. | Only PDC site shall be connected with leased line from DGH. However, connectivity between PDC and DR of NDR 2.0 will be provided by CSP. Admin access of the DGH cloud tenant shall be provided to bidder. |

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| 30 | 13.5 .1 | Functio nal Require ments - General | The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 through a separate CSP Tender. The bidder shall provide Self-Certification (s) (Template 6) from the OEM of the offered Software Application(s) or an entity authorized by the OEM of the offered Software Application(s), that the offered Software Application(s) is fully compatible for deployment on the MeitY empanelled Cloud being provisioned by the purchaser for NDR 2.0. | Currently, there are 21 MeitY empanelled CSPs, making it impractical to test and certify applications across all of them. This challenge is compounded by the fact that cloud-native applications rely on CSP native managed services and application provider cannot provide concurrence prior to selection of CSP by DGH. | Please refer updated clause 13.5.1 and Template 6 |
| 31 | 13.5 .3 | Support for Bid Rounds | Fulfil the requirement of facilitating various data and information services required for Bidding rounds of OALP, DSF, CBM, etc., like 1. Block wise preparation of Data Package 2. Technical support to DGH team for preparation of Block wise interpretation projects for Data visualization by prospective Contractors. | Requesting DGH to clarify if a full time G&G personnel during the bidding rounds for technical support and project creation is required. If yes, the same requirement is not mentioned in the manpower requirement and is not specified in the SOR. Requesting DGH to include an additional line item for the same. | G&G Personnel support shall be provided by DGH. Bidder's O&M personnel deployed at DGH will provide requisite support as sought by the DGH team. |

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| 32 | 13.5.8 | Self-Service Data Submission by E&P Operators | The above data types (Seismic, well, production), except the reports, should be loaded as data and not as an archive object. NDR 2.0 should be able to store, retrieve, and run queries to create reports and dashboards on the above-mentioned data types. All NDR 2.0 data should be managed in a single/integrated repository so that single search queries can retrieve all relevant information. Solution should carry out lifecycle tracking of data, from incoming media to end user order and data delivery | The bidder understands that the production data will be provided in a standard format for automated data loading in the production data management system provided by the bidder. Requesting DGH to concur the understanding of the bidder. | Production data will be provided in a standard format. |
| 33 | 13.5.12 | Data Room facility | Virtual Data Room: Facility of web-based virtual data viewing room, equipped with graphic intensive virtual workstations and industry standard G&G. interpretation software (licenses for G&G applications to be provided by DGH) for anytime, anywhere access of data to facilitate detailed study/evaluation shall be made available in NDR 2.0. This location agnostic data room facility shall be available with flexible timing. User access must be secured, should support rapid provisioning & configuration whenever needed. | The bidder understands that VDR will be an on-demand facility and resources will be completely destroyed when not in use. Requesting DGH, to give a prior notice of at least 4 weeks to re-provision the resources for VDR. | For Virtual Data Rooms:- Virtual Machines and G&G applications will be provided by the purchaser. Other details are given in clause 13.5.12 |
| 34 | 13.6.1 | Contract Phases and Project Timeline | The initial Contract Period for the NDR2.0 project, after NDR2.0 Build-Up & Go-Live, shall be for 5 (Five) years and extendable by 1 (One) more year, at the discretion of the purchaser. | Requesting DGH to clarify the contract duration as the GeM tender page mentions the contract duration as 5 Year(s) 6 Month(s). | Please refer updated clause 13.6.1 |
| 35 | 13.6.1 | Contract Phases and Project | The initial Contract Period for the NDR2.0 project, after NDR2.0 Build-Up & Go-Live, shall be for 5 (Five) years and extendable by 1 (One) more year, at the discretion of the purchaser. | Requesting DGH to clarify the contract duration and extension limit as the GeM tender page mentions that the buyer can increase contract duration up | Please refer Clause 13.6.11 of document enclosed under "Scope of |

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| | | Timeline | | to 25 percent at the time of issue of the contract. | Work" for Contract duration and extension (if any). |
| 36 | 13.6.10 | Services Under Raw/Pre-Stack Seismic Data Ingestion | Raw/Pre-Stack Offline Seismic data: Approximately 3.5 – 4 Petabytes (PB) of Raw/ Pre-Stack Seismic data is presently archived in external USB HDD mostly with capacity of 8 TB. | Requesting DGH to share the raw/pre-stack data yearly incremental estimate. Existing data size is around 4TB but no estimates have been provided for yearly data loading. | Raw/ prestack data is expected to grow 500 TB per year. However, it can increase or decrease. 3.5 - 4 PB existing data is to be loaded within six months of second phase. |
| 37 | 13.6.11 | Phases of NDR 2.0 | Raw/Pre-Stack Seismic data ingestion as per data volume in Table – 11 shall have to be ingested through the application, within 6 months of Go- Live, by the NDR 2.0 contractor. | Requesting DGH to increase the time to load Raw/Pre-Stack Seismic data to minimum 1 year considering the amount of data in place (4PB). During data loading, first the data will be moved from archive to hot storage which will be time-consuming activity as well. Requesting DGH to also share the details of data types (Field Vs PreStack. Requesting DGH to specify the amount of SEGY & SEGD data? How the Navigation data will be provided (Separate or part of SEGY). | Time line as per RFP. Following are the volume based estimates (Approx): i) Field vs. Prestack data= 70% and 30% ii) SEGD vs SEGY= 70% and 30% iii)Navigation data corresponding to Field data will be provided in SPS / |

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| | | | | | UKOOA/ TAR formats. |
| 38 | 13.6.11 | Phases of NDR 2.0 | (a) Initial Online Data, as on the date of LOA, available in NDR1.0 shall be migrated by the NDR 2.0 contractor to the NDR2.0 during Phase-1.  (b) New Data arriving at NDR, during Phase-1, shall be loaded in NDR 1.0 by the existing contractor, No data shall be loaded in NDR1.0 after the Breakeven Date (Breakeven date shall be a date decided by DGH which will tentatively be within the first 4 months of Phase-2) (c) All balance on-line Data in NDR 1.0 shall be migrated to NDR 2.0 during phase 2 within two months from the Breakeven Date. | The bidder understands that the data will not be loaded any further in NDR1.0 once the migration of data to NDR2.0 will begin in phase-1 to ensure data consistency. Hence the breakeven date should be part of phase-1 and not phase-2. Requesting DGH to kindly confirm. | Please refer clause 13.6.11, 13.6.12 & 13.6.13 |
| 39 | 13.6.12 | Build-up & Go-Live of NDR2.0 (Phase - 1) | Carry out Installation, configuration, testing and Commissioning of all On- cloud infrastructure, software and security systems for NDR 2.0. | The Application provider to act as a consultant in accordance with the RACI matrix outlined in the tender. The scope of this RFP is strictly confined to the configuration of application software on the cloud infrastructure provided by the CSP/ MSP, as well as the provision of manpower services. Requesting DGH to kindly delete the clause. | Please refer updated clause 13.6.12 |
| 40 | 13.6.12 | Build-up & Go-Live of NDR2.0 (Phase - 1) | Build interface and pull existing data from purchaser's PDMS into NDR 2.0 database and showcase necessary data in the NDR 2.0 Portal | Kindly request DGH to clarify whether they intend to retire the existing PDMS solution and migrate the entire data to the bidder's Production Data Management Solution, or if DGH only requires connection to the existing PDMS solution for indexing and visualization purposes. If the former scenario is applicable, I respectfully request DGH to provide | PDMS will continue in its existing/ upgraded form. |

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| | | | | details regarding the size of the data to be migrated. | |
| 41 | 13.7 | User Acceptance Test (UAT) | The contractor shall prepare a detailed test procedure covering all the functionalities defined in this Tender and get it approved by the purchaser, prior to the User acceptance test. The User Acceptance Test criteria for NDR2.0, shall comprise of the following: | Requesting DGH to kindly specify the advance notice period required for bidders to notify the DGH to conduct User Acceptance Test (UAT). | Please refer updated clause 13.7 |
| 42 | 13.8 | Go-Live | VAPT certificate is submitted to the Purchaser. | VAPT is a time consuming process and some vulnerabilities may take time to resolve. The bidder should get 1 extra month to fix the issues reported apart from the deployment. Further, the bidder understands that the application OEM will only be responsible to perform VAPT of its application software(s). To carry out the VAPT of all the provisioned cloud infrastructure/services will be the responsibility of CSP/MSP. Similarly, the on-prem hardware supplier will carry out the VAPT for the provided hardware.<br>DGH to please confirm if this is the correct understanding. | Please refer updated clause 13.2 (21) |
| 43 | 13.9 | Secondary Data Centre (Disaster Recovery or DR) | The main purpose of having a DR solution is to provide business continuity of the NDR 2.0 during the periods when the PDC is out of service (Disaster is declared). DR shall be managed in the same way as that of PDC. | Bidder understands that DR shall be a replica of PDC and all the operations carried out at PDC like data loading, data ordering, data download, data visualization, VDR etc. will be performed at DR as well.<br>Please confirm if the number of concurrent users will remain the same | Number of concurrent users will remain same as PDC. |

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| | | | | as PDC. Requesting DGH to confirm on the bidder's understanding. | |
| 44 | 13.9 | Secondary Data Centre (Disaster Recovery or DR) | The contractor has to configure and monitor replication of all kinds of data between PDC and SDC (DR) with proper data integrity and data handling and shall take corrective action in case of any issues and deviations and report the same to the Purchaser. | There will be some downtime associated during the data sync between DC & DR in order to create a consistent copy of data at DR. The downtime will depend on factors like amount of data, migration speed between DC & DR. The downtime will be applicable till data is checked for consistency at DR. Bidder understands that the CSP/MSP would be responsible to carry out Installation, configuration, testing and Commissioning of all On- cloud infrastructure, software and security systems at DR site as well. Requesting DGH to concur the understanding of the bidder. | Please refer clause 13.9 |
| 45 | 13.15 | Training | Both Type of trainings shall be conducted in batches of no more than 2 participants for application administration and 4 participants for functional training, having to be released by DGH for the training, at any given point of time. | Bidder understands that the trainings will be conducted after Phase-1. Requesting DGH to confirm the number of trainings (both Application administration and Functional) that will be conducted at OEM site. | Please refer clause 13.15 and Bill of Material |
| 46 | 13.15 | Training | In addition, the Contractor shall also provide on-site web-based end user training program to acquaint end users on how to use NDR 2.0. This training shall be for 80 participants (in batches of 5 participants per class) from DGH nominated participants. This should be spread over several sessions, post the completion of "Go-Live" phase. For end-user training, NDR infrastructure facility can be used, as per DGH's directions. | Requesting DGH to confirm the duration of each training session. Requesting DGH to confirm the total number of trainings that will be conducted within NDR facility. Bidder understands that a trainer will have to be provided which would be different from the onsite manpower resources to conduct onsite trainings. | Please refer Bill of Material

Please refer updated clause 13.15 (8) |

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| 47 | 13.16 | End of Contract Deliverables/ Transition and Exit Management | Provide support to purchaser & technical partner in migration of the applications, data, content, and any other assets to the new environment created by purchaser or any Agency (on behalf of purchaser) on alternate cloud service vendor or on premises data centre. | Kindly request DGH to provide detailed guidelines on the bidder's scope. Based on the current understanding, the bidder's scope includes two potential scenarios: 1. Migration of data to the new CSP/on- premise data centre: In this case, the bidder would be responsible for migrating the data to the specified location. 2. Handover of data storage location to the new agency: Alternatively, the bidder's responsibility would be limited to ensuring that the data storage location is properly handed over to the new agency. Subsequently, the new agency would be responsible for migrating the data according to their requirements. Additionally, it is understood that the bidder's obligation extends to ensuring that the data remains accessible from its own application stack at the time of exit. However, the bidder should not be held responsible for migrating the data to the 3rd party/ agency application stack. Therefore, if the new agency fails to carry out the migration, the bidder should not be held accountable. Requesting DGH to kindly provide guidance in this regard. | To provide **technical support** to purchaser and technical partner as per details in clause 13.16 |

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| 48 | 13.16 | End of Contract Deliverables/ Transition and Exit Management | During or at the end of the contract period, if any other agency is identified or selected for providing services related to the Contractor's scope of work, the Contractor shall ensure that a proper and satisfactory transition is made to the other agency as per authorized Transition and Exit Management plan, the contractor shall assist the Purchaser in migrating the VMs, data etc., and should ensure destruction of data. | As per the current understanding, the Bidder will ensure data destruction upon confirmation of successful migration by the new agency to their application stack. Bidder's responsibility extends to ensuring data accessibility from its own application stack upon exit. However, bidder is not accountable for migrating data to the 3rd party/agency application stack and should not be held responsible if the new agency fails to do so. Requesting detailed guidelines from DGH on bidder's scope regarding data migration: whether bidder will migrate data to the new location chosen by the new agency or simply hand over the data storage location for the new agency's migration. | Data migration responsibility will be with the new agency, however, bidder shall provide all technical support to purchaser and technical partner as per details in clause 13.16. |
| 49 | 13.16 | End of Contract Deliverables/ Transition and Exit Management | Provide offerings to enable successful deployment and running of the purchaser's IT solution on the new infrastructure by providing a mechanism to the purchaser for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth. | Bidder will offer assistance to the new agency within its capabilities to comprehend the operational workflows in NDR2.0, solution configurations, etc. However, bidder will not be obligated to perform any customization or create custom scripts to facilitate the migration of workflows to the agency's application stack. The responsibility for understanding the data model and ensuring successful migration rests with the agency. Requesting DGH to kindly concur on the understanding. | Data migration responsibility will be with the new agency, however, bidder shall provide all technical support to purchaser and technical partner as per details in clause 13.16. |

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| 50 | 14 | Project Timelines | If the Contractor fails to (i) complete initial mobilization within 20 weeks of the stipulated date OR (ii) complete Go- Live within 20 weeks of the stipulated date, then the purchaser reserves the right to terminate the Contract without any compensation whatsoever. | Requesting DGH to kindly delete the clause as it is in conflict of the general conditions specified in the tender. | To be guided as per relevant tender clauses |
| 51 | 14 | Project Timelines | Issuance of Cloud account access ID to NDR 2.0 contractor by the purchaser (T2) | As per the current of the bidder, T2 will be considered completed once the CSP/MSP provides the contractor the access ID (admin access to DGH tenant) as well as cloud resources requested by application bidder for application deployment. Requesting DGH to kindly concur on the understanding. | Please refer updated clause 14 |
| 52 | 15 | Management of Cloud Services | Bidder will carry out Deployment of the Applications on cloud, customization, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured. | Bidder shall be responsible for Deployment of the Applications on cloud, customization & application security administration. The CSP's have built in tools & services which can be implemented to help with the cloud management and monitoring portals for complete infrastructure and services procured. Provisioning of Cloud infrastructure and Cloud Security System anyways falls under the scope of CSP/MSP. Requesting DGH to kindly concur on the understanding. | Please refer to 16.3.4 Responsibility Matrix and 7.4 "Helpdesk & SLA Monitoring Tools" for complete details |
| 53 | 15 | Management of Cloud Services | Bidder shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR. | This should be the joint responsibility of Application OEM & CSP/ MSP. Application OEM will host its application at DC & DR on the cloud infrastructure provisioned by CSP/MSP. CSP/MSP should assist with the data sync between DC & DR. | Please refer to 16.3.4 "Responsibility Matrix" and 13.9. "Secondary Data Centre (Disaster |

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| | | | | Requesting DGH to kindly concur on the understanding. | Recovery or DR)" for complete details |
| 54 | 15 | Management of Cloud Services | The bidder will provide the real time dashboard for monitoring. | This mentioned clause should be within the scope of the CSP/MSP. CSPs typically offer built- in tools and services specifically designed to aid in cloud management and monitoring portals for comprehensive infrastructure and service management. The provisioning of cloud infrastructure and cloud security systems naturally falls under the purview of the CSP/MSP. Hence, requesting DGH to kindly delete the clause from the application RFP. | To be guided as per relevant tender clauses |
| 55 | 15 | Management of Cloud Services | Bidder shall be responsible for security and integrity of applications and data. | This mentioned clause should be within the scope of the CSP/MSP. Hence, requesting DGH to kindly delete the clause from the application RFP. | Please refer updated clause 15 (4) |
| 56 | 16.1 .6 | Template 6: Application Software Compatibility on cloud | We confirm that the offered Seismic and/or Well Data Repository Application Software (delete whichever is not applicable) _____ (name(s) of the application software) is fully compatible for deployment on the MeitY empanelled Cloud Infrastructure being provisioned by Directorate General of Hydrocarbons for NDR 2.0, through a separate CSP Tender. | Currently, there are 21 MeitY empanelled CSPs, making it impractical to test and certify applications across all of them. This challenge is compounded by the fact that bidders cloud-native application rely on CSP native managed services and application provider cannot provide concurrence prior to selection of CSP by DGH. | Please refer updated Template 6 |

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| 57. | | New clause Softwar e license | | In consideration of payment of the Fees stated in the Quotation, Contractor will provide Company with a security device, license key(s) or password(s) corresponding to the Software Products and number of licenses listed on the Quotation. Contractor grants to Company a nonexclusive, non-transferable license to use the object version of the Software solely for Company's own internal use during the term of this Agreement. Company may: a) install and use the Software on a single computer at the "Ship to" site described in the Quotation. If the Company's single computer acts as a network server, then any number of users can access that network server for no additional license fee or charge if the users are located in the same country as the "Ship to" site. If the Company's license server is accessed by users from outside that country, the Company must purchase a wide area network ("WAN") license; b) copy the Software into machine- | To be guided as per relevant tender clauses |

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| | | | | readable or printed form for backup, provided that all copies and partial copies include Contractor's copyright notices; c) except for training books and materials, copy the documentation as required for Company's internal use only, provided that all copies shall include Contractor's copyright notices; and d) run multiple operating system ("OS") environments on a single physical hardware system such as a license server if Company has Virtual machine ("VM") technology. Current VM technologies permit the Company to run multiple OS environments (and copies of the same software applications) on the same license server. If Company is going to install and use Contractor Software on a VM, Company agrees to the following: (i) Company shall not duplicate the Software or the license file in order to run it on more than one (1) OS environment under a single license. For sake of clarity, the Company is only entitled to run the number of licenses purchased. | |

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| | | | | (ii) If Company installs Software on a VM, Company's use of that Software will remain subject to the same use restrictions (e.g., the Software cannot be reverse engineered, decompiled or disassembled) and the same export control requirements as set forth in the original license terms and conditions for that Software.  Except as provided in above clause, Company may not: a) copy, modify, merge, reverse engineer, reverse assemble, decompile or disassemble the Software; b) distribute, publish, transfer, timeshare, sublicense or make the Software or documentation available to other organizations or persons; c) transfer the Software to another site without approval of Contractor and payment of the applicable fee; or d) publish any results of benchmark tests run on the Software.  If Company is located in a country requiring registration of Software licenses with government authorities, Company is responsible for meeting all such requirements. | |

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| 58 | 12.12 | Audit | | Contractor shall periodically run system reports, which track Customer's use of the Cloud Services for the purposes of verifying Customer's performance under this Agreement with respect to the use of the subscription Software and iEnergy®. Should Contractor discover that Customer's usage of the Cloud Services is in excess of that contracted for under this Agreement, Contractor shall share the results of its report with Purchaser and Purchaser shall have thirty (30) days to respond to the results of any such report. In the event that Purchaser has not responded to the results of the inspection within thirty (30) days of receipt of same, Purchaser will be deemed to have accepted Contractor's results. Any additional fee as aforesaid shall be immediately payable by Purchaser to Contractor calculated as retroactive to the date of such non- compliance | To be guided as per relevant tender clauses |

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| 59 | 3 | Fact Sheet | Final submission | We request you to kindly provide us at least 3 weeks time for submission of our bid from the date of providing clarifications/ answers to our pre-bid questions. | Bidder may visit GeM portal at https://gem.gov.in, and https://dghindia.gov.in , https://dic.gov.in for updates |
| 60 | 6.2.1 | Pre-Qualification Criteria (PQC) | 2.3 Bidder should have cumulative experience of at least 3 (Three) years in Operating and/or Maintaining and/or Managing, any National Data Repository(s) (NDR), handling Seismic data in the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity. | Kindly confirm if the NDR applications under annual maintenance for 3 years shall also qualify under this clause. | To be guided as per relevant tender clauses |
| 61 | 6.2.1 | Pre-Qualification Criteria (PQC) | 2.3 Bidder should have cumulative experience of at least 3 (Three) years in Operating and/or Maintaining and/or Managing, any National Data Repository(s) (NDR), handling Seismic data in the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity. | Will DGH consider bidder if bidder can demonstrate indirect but relevant expertise in NDR operations? This would include data volume, operational scale, and workflows specific to NDR operations. | To be guided as per relevant tender clauses |

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| 62 | 6.2.1 | Pre-Qualification Criteria (PQC) | 2.4 Bidder should have cumulative experience of at least 3 (Three) years in Operating and/or Maintaining and/or Managing, any National Data Repository(s) (NDR) and/or E&P Data Repository(s) handling Well data, in the last 10 (Ten) years, reckoned from the last date of original bid submission. In case of Consortium, the experience should be met by any one of the consortium members in its individual capacity | Kindly confirm if the NDR applications under annual maintenance for 3 years shall also qualify under this clause. | To be guided as per relevant tender clauses |

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| 63 | 6.2.1 | Pre-Qualification Criteria (PQC) | d) The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/consortium partner, the MOU /Agreement should be notarised / endorsed by the Indian Embassy in that Country. | Kindy confirm if one of the consortium members is a an overseas company then notarization of MOU will be suffice. Endorsement by the Indian embassy in that country will be long time-consuming process and request you to kindly waive it , if it is notarized. | Please refer updated clause 6.2 (2), 6.2.1[Table 4, Sl 2.0 (b) Evidence to be submitted], 6.2.1[Table 4, Sl 2.11 (d) Requirements], |
| 64 | | Pre-Qualification Criteria (PQC) | e) the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid. | Kindly advise if individual files to be uploaded on GeM Portal as a part of the bid are to be digitally signed. As entire bid is digitally signed when uploading on GeM Portal. | To be guided by GeM standard bid uploading and submission procedure. |

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| 65 | 6.2.1 | Pre-Qualification Criteria (PQC) | f) The bid security shall be in the name of the leader of the consortium on behalf of consortium. | There is no bid security so request you to kindly delete it. | Please refer update clause 6.2.1 Table 4 (2.11. f) |
| 67 | 7.6 | Monthly Service Level Availability | Service Availability<br>The below mentioned SLAs shall be calculated based on 100% availability of Cloud infrastructure and Security System | Kindly advise if the availability of the NDR services is affected due to Cloud service availability, then SLA is considered as 100%. | Please refer 7.3 Point (3) |
| 68 | 7.6 | Monthly Service Level Availability | S.NO.1 of the Table 6A.<br>Availability of Services of (a) GIS based portal (b) Data Management Suite (c) Website | Kindly advise what constitutes the monthly payment for calculating penalties mentioned under this clause. We are assuming that this is pertaining to SOR no. 30 . The monthly billing for this item will be considered for penalty of SLA. Kindly confirm. | Defination of Monthly Payment is given in Para 7.2. Definitions applicable for SLA and Penalty |
| 69 | 7.6 | Monthly Service Level Availability | Disaster Recovery | The penalty under this heading is too much. Need to be moderate or link / percentage of the monthly payment. | Please refer updated clause Table 6A |
| 70 | 7.6 | Monthly Service Level Availability | Security Management | Kindly advise what constitutes the monthly payment for calculating penalties mentioned under this clause. | Defination of Monthly Payment is given in Para 7.2. Definitions applicable for SLA and Penalty |
| 71 | 7.6 | Monthly Service Level Availability | Security Audits | Kindly advise what constitutes the monthly payment for calculating penalties mentioned under this clause. | Defination of Monthly Payment is given in Para 7.2. Definitions applicable for |

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| | | | | | SLA and Penalty |
| 72 | 7.6 | Monthly Service Level Availability | 2. In addition to the SLA requirements as mentioned in Table – 6A above, additional Service Level Availability (SLA) Table – 6B below shall be applicable for those SLAs which are not covered under Table – 6A above. The Table shows the applicable category with the corresponding Response time and Resolution time, along with applicable Penalty in case of a breach in the SLA. The SLAs will be calculated on Monthly basis. | We request you to kindly cap the penalty amount to 5% of the monthly payments for all SLA. | To be guided as per relevant tender clauses |
| 73 | 8 | Liquidated Damages | (b) The total amount of liquidated damages on account of delay shall not exceed 10% of the total Contract value. | We request you to kindly make maximum cumulative LD as 5% of the contract value. | To be guided as per relevant tender clauses |
| 74 | 9.4 | Performance Bank Guarantee (PBG) | The Purchaser will require the successful bidder to provide Performance Bank Guarantee (PBG) of value equivalent to 3% of the total cost of work order within 15 days from the Notification of award issued to the concerned successful bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP. | We request you to kindly make the PBG value equivalent to 3% of the Annual contract value and not for the entire contract value. | To be guided as per relevant tender clauses |
| 75 | 12.5 | Key Performance Measurements | 3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. | Any changes /amendments in the contract conditions should be on mutual acceptance. | To be guided as per relevant tender clauses |

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| 76 | 12.8 | Bidder's Obligations | 3. The Bidder shall arrange at the Data Centre site, at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract. | Kindly specify the Quantity and specifications for desktops, printers, stationary, tools, equipment etc. as envisaged under this point so that same can be built under the offer. | Please refer updated clause 13.18. Responsibility of the Purchaser, w.r.t what will be provided by the purchaser. Any other item required by bidder for performance of his duty will have to be provided by the bidder. |
| 77 | 12.22.3 | Termination for Convenience | Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser. | Kindly advise, if contract is terminated under this clause before "Go-Live" phase then how contractor will be compensated. | Please refer amended clause 12.22.3 |

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| 77 | 12.24 | Transfer of Owners hip | The Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed, and maintained by the Bidder. | We request you to kindly delete the "Source code "from this clause. Source code can not be provided by the OEM | Please refer updated clause 12.24 |
| 78 | 13.1 | 13. Scope of Work (SoW) | The Bidder is expected to understand the complete architecture of existing NDR 1.0 applications and processes necessary steps for smooth migration of applications and databases including interdependencies between applications and data. For this, bidders are advised to visit and examine the data centre locations (sites), at their own expenses, to obtain all information that may be necessary for preparing the bid. Failure to visit the site or failure to study the Bidding Documents will in no way relieve the successful bidder from furnishing any material or performing any work in accordance with the Bidding Documents. | We request you to kindly provide us complete work flow diagram and report for the existing NDR 1.0 | Please refer the additional attachments |

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| 79 | 13.2 | Broad Scope of Activities | 2. Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e. the NDR 2.0 contractor shall not charge purchaser on account of this). A detailed workflow shall be prepared by the contractor in close consultation with purchaser to ensure that there is no hindrance in business continuity and data loss to purchaser during this transition. | Any scope which is not part of the original RFP cannot be done free of cost if it has cost implications. Any such task can be done under change order. Kindly modify this clause accordingly. | Please refer updated clause 13.2 (2) |

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| 80 | 13.4.4.(f) | Data Attributes of NDR data \| (f) Production: Attributes / Parameters | **(f) Production: Attributes/Parameters**<br><br>| Attribute Name | Description |<br>|---|---|<br>| Well Name | The well official name |<br>| Well Type | Exploratory/ Development/Appraisal |<br>| Well PROFILE | Vertical/Inclined/Drain Hole |<br>| Location | Location of the surface point of the well. Coordinate system; and Latitude, Longitude or Easting, Northing. |<br>| BLOCK NAME | Block Name (Pre NELP/NELP/OALP/DSF/CBM) |<br>| Company | Service Company name |<br>| Operator | Name of the operator |<br>| RIG NAME | Name of the rig |<br>| Field | The hydrocarbon field in which the well is located. |<br>| STATE | State |<br>| DATE | Date |<br>| OBJECT INTERVAL | Object Interval |<br>| SHOT DENSITY | Shot Density |<br>| TYPE OF PERFORATION | Type of perforation |<br>| FTHP | Flowing Tubing Head Pressure |<br>| FTHT | Flowing Tubing Head Temperature |<br>| SBHP | Static Bottom Hole Pressure |<br>| SBHP | Static Bottom Hole Temperature |<br>| BEAN SIZE | Bean Size |<br>| FLOW RATE | Flow Rate |<br>| SEPARATOR PRESSURE | Separator Pressure |<br>| TYPE OF FLUID | Type of fluid (Oil/Water/Gas) |<br>| DEPTH OF FLUID | Depth of Fluid (Gradient survey) |<br>| FLUID SALINITY | Fluid salinity |<br>| FLUID DENSITY | Fluid density | | The RFP isn't clear about what system will be required to store production data.<br>Specifically, Section 13.5.1. (8) suggests that;<br>1) the existing DGH Production Data system will remain in use and the bidder will populate it with the listed attributes, and<br>2) The Web Portal will display data from this system and the Bidder is responsible for developing the interface for retrieving and displaying production data.<br>Please confirm and/or clarify. | Please refer updated clause 13.5.1 (8)<br><br>Following is brief clarification regarding Clause 13.5.1. (8):<br>Bidder has to -<br>1. Build requisite interface to pull data from existing PDMS system of DGH at defined interval.<br>2. Build requisite interface to allow E&P operators to load data through self-service mode directly into the NDR 2.0 production database with pre- and post QC. |

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| 81 | 13.4.9 | Media standards | DGH will be responsible for supplying readable input media, respective media drive and data. NDR shall be required to provide output on external hard disk and flash drive. In addition, plotted maps and printed reports in hard copy media shall be part of the output services provided by the NDR centre, the volume of such material is expected to be low. | We request you to kindly provide us tentative number for all such media/ hardcopy maps/ reports etc. | To be guided as per relevant tender clauses |
| 82 | 13.5 | Functional Requirements | 11. VDR templates for provisioning and de-provisioning of DSG, Paradigm, Petrel or any other application in Cloud based Virtual Data Rooms should be configured, created, and provisioned by the contractor. | Kindly confirm that supply of licenses for DSG, Paradigm, Petrel is not part of this RFP. | Licenses for DSG, Paradigm, Petrel for Virtual Data Rooms is not part of this RFP. Please refer para 13.18. Responsibility of the Purchaser |
| 83 | 13.5.15 | Gravity and Magnetic Data Processing, Interpretation, and Modelling | General Description: The software is required to do the data handling, QAQC, processing, modelling and interpretation of different formats of gravity and magnetic data with different geological inputs to meet the respective goal for exploration activities. | This is generally not a part of any Data Management system. These functionalities are part of domain-specific application software. Hence, we request you to meet through dedicated application software like Geosoft for Gravity/ magnetic like petrel/ DSG etc. used for Seismic data. The input data can be fetched from the NDR by such applications. | To be guided as per relevant tender clauses |
| 84 | 13.5.16. | Seismic Data Editing, QC & Tape | The functionalities covered shall include capability of Seismic data loading, editing, unloading and QC. The other broad functional features shall comprise of: | Some of these functionalities are not part of the regular Data Management systems, but can be met through 3rd party application (s). Kindly confirm | To be guided as per relevant tender clauses |

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| | | Management | | | |
| 85 | 16.4.2. | Commercial Proposal Format (Bill of Materials) | " Go-Live" phase of 6 months | We request you to kindly make provision in SOR for " Go-Live" phase as a Lumpsum . | To be guided as per relevant tender clauses |
| 86 | 13.9 | Secondary Data Centre (Disaster Recovery or DR) | 1. The proposed NDR 2.0 SDC (DR) shall be hosted in a MeitY Empanelled Data centre. | Kindly advise if the cloud infrastructure for the SDC will be provided by the DGH | YES. Please refer para 13.18. Responsibility of the Purchaser |
| 87 | 13.11 | Licenses | 8. Any additional licenses (apart from those mentioned in SOR) to achieve full functionality of the specifications as mentioned in the scope of work, shall be provided by the Contractor at no additional cost to the Purchaser. | We request you to kindly consider all such software licenses those are not part of SOR under change order and are to be paid accordingly. Any software which is not provisioned in offer cannot be given free of cost. | To be guided as per relevant tender clauses |

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| 88 | 13.11 | Licenses | 9. All internal licenses, including cross licenses, database licences, Advanced full functionality GIS licence, Third party licences etc., required for full functionality of features as mentioned in this document shall be provided by the Contractor at no additional cost to the Purchaser. With regards to databases it is clarified that purchaser shall only provide open source managed database services available with the purchaser's CSP. | Kindly confirm if DGH have database licences ( Oracle/ SQL etc.)  and GSI Licences , which can be provided by DGH free of cost for use in NDR 2.0 Kindly provide us details of open source managed database services available with the DGH's CSP. | To be guided as per relevant tender clauses |
| 89 | 13.8 | Responsibility of the Purchaser | 8. Provide Licenses for G&G applications required to be hosted in Virtual Data Rooms and Physical Data Rooms, including support from application OEM (if required) in connection with creation of VDI template.<br>9. Provide Licenses for Paradigm software required to be hosted in Application servers, including support from application OEM (if required). | Kindly provide us list of G&G applications to be provided by DGH free of cost for hosting in application servers. | As of now DSG, Petrel and Paradigm application are available. However, in future some additional G&G Interpretation application may also be provided. |
| 90 | 16.4.2. | Commercial Proposal Format (Bill of Materials) | B. Application Software and Services, as a service Model | For items B.1 to B.8 there are specific number of licenses/ users are mentioned.<br>We request you to kindly clarify that these items will be billed for minimum amount quoted against these items, even if actual user for license are less than  as specified in the SOR. Only in the case of upward revision of user/ licenses the value for these items will be billed on actual no. of users/ licenses. This is to safeguard minimum assured revenue. | Please refer to "Note" mentioned in the clause 16.4.2 |

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| 91 | 13.2.(3) | Broad Scope of Activities | Supply, installation, testing and commissioning (SITC) all the applications and software components including System Software, Application Software, Utility Software, Third Party Software Packages to deliver an efficient Data Repository Solution for managing Seismic data, Well data, Production data, Data Analytics, Non-Seismic data like Gravity, Magnetic, CSEM (Controlled Source Electro Magnetism) etc. and associated reports. _Excerpt from page 19 for reference_ _The existing NDR also has Physical Data Room equipped with graphic intensive workstations to facilitate detailed visualization & interpretation of the Oil and Gas data by prospective E&P operators during the OALP and DSF rounds, as well as by DGH's internal team. These graphic workstations having visualization & interpretation capability for the data residing in NDR 1.0 use specialized software like 'Decision Space Geo-science (DSG)' from M/s Halliburton and 'Petrel' from M/s Schlumberger in addition to other similar software from M/s. Emerson Paradigm for seismic data processing and well log data viewing. Presently NDR 1.0 has the following Application Software and data in the system:_ _(a) Details of Application Software with perpetual licenses_ _·    Petro bank package for 9 users includes – MDS Base, Post Stack Seismic, Pre Stack Seismic, Well Log, Prod Server, Arch Server, Power Explorer, TWS, Recall ProSource and ProSource Web Components, Version 5000.8.3.12, OEM: Landmark Halliburton_ _·    Troika Midi (3.4.2), Minima 2D (3.4.1), Minima 3D (3.4.1), Magma (5.6.0) – 01 Suite, OEM: Troika International._ _·    Microfocus Data Protector Version: A.11.00, OEM: MicroFocus_ | For clarity - please confirm that DGH requires to bidder to provide and install OEM software applications for the following: 1)    Data management software (physical and digital). 2)    Visualization and Interpretation software equivalent to Petrel. 3)    Processing software equivalent to Paradigm. 4)    SQL Server/Oracle to support bidders' applications. 5)    Esri ArcPortal and ArcPro for spatial data management. 6)    Seismic QC and editing equivalent to Troika. 7)    Any other software components required to satisfy DGH requirements. In other words, DGH will not be providing any of the software applications needed to meet DGH requirements; this will include operational software and platform software components (other than cloud services such as storage and compute). | Please refer RFP for details. Services which will be provided by purchaser is mentioned at 'Responsibility of the Purchaser' under clause 13.18 |

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| 92 | 4.1 (c) | About DGH National Data Repository | (c) Offline data in Tapes and other media: This is Approximately 3.5 – 4 Petabytes (PB) of Raw/Pre-Stack seismic data which is presently managed in tape-based system. DGH has already initiated the process of archiving these tapes to external RFP for Upgradation of National Data Repository of DGH on USB HDD, each with capacity of 8 TB. The purchaser is also arranging (through another separate tender) for transferring these 3.5 – 4 Petabytes (PB) offline data, in 8 TB external USB HDD, to cloud storage. | 1) Please confirm DGH's intention to transfer all offline tape-based media to cloud storage via HDD. 2) Confirm that the anticipated timeframe for this process is one (1) year from the project start date. 3) It isn't clear between this statement and the statement made in section 13.6.10 (3) who is responsible for making sure the raw/pre-stack data is transferred from USB HDD to the cloud environment. Please clarify. | 1. Broadly DGH intends to transfer all offline data to cloud 2. 3.5-4 PB of offline data will be copied by the CSP/MSP within initial six months (Tender for which has already been floated vide Gem Bid No. GEM/2024/B/4 676396 Dated 23.02.2024. Bidder may visit GeM portal at https://gem.gov.in, or https://dghindia.gov.in or https://dic.gov.in for updates ) . Ingestion of this copied data through application is to be completed by the bidder of this application RFP as per timelines given in Table -13 |

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| | | | | | "Project Timelines". 3. CS/MSP will be responsible to copy the offline data. However, bidder for this RFP will provide all necessary technical support during the copying process. 4. Refer 16.3.4 "Migration" of Responsibility Matrix for complete details |
| 93 | 13.6 .10 (3) | Services Under r | In order to ensure that these data are copied in a structured manner/folder wise and properly indexed, the NDR 2.0 contractor shall provided all necessary assistance to the engaged agency. | 1) What is the encapsulation method proposed or in use? 2) Will the disk files be accurately described in a digital listing such that originating survey and content metadata (SP range, Inline/x-line rage) can be easily established? 3) Has DGH retained the original media labels and if so, will they | 1. Some of the existing offline data is in TIF8/TIF/ROD E format. Application vendor has to decide for proposed |

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| | | Raw /Pre-Stack Seismic Data Ingestion | | become part of the media content metadata? | encapsulation method, if any. 2. Disk files of SEG-Y data can be described in a digital listing. 3. Yes |

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| 94 | 13.2.(12) | Broad Scope of Activities | Migration of existing online data, as on the date of LOA, of NDR 1.0 to upgraded NDR 2.0 and should ensure to meet all standard data formats for data transfer /portability during migration. | Can the DGH confirm the following: 1) Petrobank metadata (database) will be provided to the bidder complete with referential integrity and all required fields. 2) Petrobank metadata (database) will include all lookup and translation codes. 3) Each SEGY volume will be uniquely identified. 4) Each SEGY volume will have an appropriate and easily identifiable coordinate system reference. Reference should match a published EPSG code. 5) SEGY data (from online disk) will be one complete volume as opposed to individual files, one for each inline/crossline. 6) The Recall database will be provided to the bidder with a unique identifier for each physical item. The unique identifier will match the item barcode if barcodes have been used. 7) The Recall database will be provided to the bidder complete with referential integrity and all lookup/cross-reference codes. 8) DGH will allow migration services of the existing databases outside of India. Bidder will be provided with exports of the databases and migration services will be conducted out of country. Note: This does not include physical data. | DGH will provide Read access to existing databases, software, and network for migration of data from NDR 1.0 to NDR 2.0. The details of the existing NDR setup is attached in amendment list as Annexure1 |

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| 95 | 13.2.(12) | Broad Scope of Activities | Migration of existing online data, as on the date of LOA, of NDR 1.0 to upgraded NDR 2.0 and should ensure to meet all standard data formats for data transfer /portability during migration. | Will DGH confirm that survey and well product entitlements and ownership details will be provided in database format such that:<br>1) Each entitlement record uniquely links to a specific organization.<br>2) Organizations are listed and uniquely identified.<br>3) Each entitlement references products that can be uniquely identified.<br>4) SEGY entitlements include inline/crossline information or an entitlement polyline/polygon in the correct CRS is provided. | DGH will provide Read access to existing databases, software, and network for migration of data from NDR 1.0 to NDR 2.0. |
| 96 | 13.5.1.(3) | Functional Requirements – General | The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 through a separate CSP Tender. The bidder shall provide Self- Certification(s) (Template 6) from the OEM of the offered Software Application(s) or an entity authorized by the OEM of the offered Software Application(s), that the offered Software Application(s) is fully compatible for deployment on the MeitY empanelled Cloud being provisioned by the purchaser for NDR 2.0. | Can DGH confirm that the following items are out of scope for this tender:<br>1) Provision of Windows servers in the DGH cloud platform needed to run bidder's application software (databases, webservers, etc.).<br>2) Storage resources and storage tiers for online data.<br>In other words, these items will be provided by DGH. | Cloud IT Infrastructure like Servers, storage, Opensource data base will be provided by purchaser. You may refer RFP No GEM/2024/B/4 676396 "Custom Bid for Services - Hiring of Cloud Services for Upgradation of National Data Repository of DGH on Cloud Platform". |

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| 97 | 13.5.1.(8) | Functional Requirements – General | DGH has developed In-house systems for managing Production data (PDMS), with Oracle as its database. The E&P operators directly feed data into the PDMS through web-based interface. Contractor is required to build API based interface for pulling the data from these systems on regular basis for showcasing necessary data in NDR Portal along with its own user interface to load the data. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract. | Can DGH provide a brief functional specification for the proposed PDMS interface. Specifically: 1) Will data submissions and management of the PDMS system remain with DGH and not become the responsibility of the bidder? 2) Can DGH provide an overview of the display requirements for production data within the NDR Portal. 3) Can DGH provide an overview of any data download capabilities that must be provided by the NDR Portal for PDMS data. | 1. Yes, management of existing PDMS system of DGH will remain with DGH. 2. Refer 13.4.4 (f) Production: Attributes/Para meters 3. Refer 13.4.4 (f) Production: Attributes/Para meters |
| 98 | 13.5.1.(15) | Functional Requirements - General | Solution should be compliant with OSDU Application and Platform Provider Guidelines. | Can DGH please expand upon this requirement. Specifically, what attributes does DGH expect in its data to meet its OSDU platform requirements. This is a different question from what are the Provider Guidelines. | Please refer updated clause 13.5.1 (15) |
| 99 | 13.5.2 | Web Portal | DGH requires a spatial web-based data access portal that provides an integrated data solution across all E&P users. The web-based solution shall present information from data migrated from NDR 1.0, spatial and NDR 2.0 databases. The web access solution shall enforce established entitlements for users, and the E&P objects. | Bidder seeks an extended deadline to fully implement DGH Web Portal functionality. Many of the functions will require configuration and testing that would be difficult to accomplish within the implementation timeframe. Bidder will provide minimum viable functions (equivalent to current system) for go-live and then incrementally add remaining features over the next 6 months. | To be guided as per relevant tender clauses |

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| 100 | 5.5.4 | Bid Security / Earnest Money Deposit | The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in Section 16.1.4 (Template-4: Bid Security Declaration) of this RFP and shall be liable as per the declaration. | Kindly confirm the EMD Amount and the mode of payment | No EMD is applicable against this tender. Bidders are advised to submit a Bid security declaration as per the format specified in Section 16.1.4 (Template-4: Bid Security Declaration) |
| 101 | 5.6 | Authorized Signatory and Authentication of Bids | The "Authorized Signatory" shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer (Owner/ MD/ Director/ Company Secretary) or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution. The power of attorneys/board resolution of the Bidder must be submitted along with the proposal. | Kindly confirm if an Authority letter or Board Resolution instead of a Power of Attorney can be accepted. If Power of Attorney is mandatory, can it be non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) | Yes. Further, the person issuing Authority Letter or under whose Authority Letter, stamped to be issued shall be authorized by a Company Secretary or Director concerned. |

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| 102 | 6.2.1 | Pre-Qualification Criteria (PQC) | **Local Content : Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific goods/products, if any, will be eligible to bid**. In this regard, the authorized signatory of bidder shall submit an undertaking (from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)) giving the percentage of local content, along with the bid and such undertaking shall become part of the contract. | Kindly confirm if the Class-I and Class-II Local suppliers as per MII (Preference to Make in India) applies to the prime bidder company based on existing services/solutions provided to their current customers in India and not to the overseas consortium partner providing the application in response to this RFP. | Please refer updated clause 6.2.1 (4) |
| 103 | 6.2.1 | Pre-Qualification Criteria (PQC) | Local Content : Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific goods/products, if any, will be eligible to bid. **In this regard, the authorized signatory of bidder shall submit an undertaking (from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)) giving the percentage of local content, along with the bid** and such undertaking shall become part of the contract. | Request you to accept the undertaking from the authorized signatory of the company along with a certificate from the practicing chartered accountant / statutory auditor for the compliance towards Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT based on existing services. | Please refer updated clause 6.2.1 (4) |

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| 104 | 6.2.1 | Pre-Qualification Criteria (PQC) | Local Content : Only Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT, as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific goods/products, if any, will be eligible to bid. In this regard, the authorized signatory of bidder shall submit an undertaking (from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)) giving the percentage of local content, along with the bid **and such undertaking shall become part of the contract.** | Kindly confirm that the undertaking from the authorised signatory of the prime bidder company for the compliance towards Class-I and Class-II Local suppliers as per MII (Preference to Make in India), Order 2017 issued by DPIIT for this bid will be accepted and such undertaking shall become the part of the contract and not for other consortium partners | Please refer updated clause 6.2.1 (4) |

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| 105 | 6.2.1 | Pre-Qualification Criteria (PQC) | Table 4 SI 2.11 d) Requirements The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by the Indian Embassy in that Country. | Kindly confirm if any one of either an MOU or a Consortium Agreement needs to be notarized in overseas Indian Embassy of an overseas consortium member? | Please refer updated clause 6.2 (2), 6.2.1[Table 4, Sl 2.0 (b) Evidence to be submitted], 6.2.1[Table 4, Sl 2.11 (d) Requirements], |
| 106 | (d)2.11 | The following requirements must be satisfied by those Bidders | The MOU/Agreement should be on a non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by the Indian Embassy in that Country. | Kindly confirm if notarisation/endorsement can be done in the Indian Consulate in place of the Indian Embassy of a country? | For a public document executed and issued overseas as per Hague Convention, 1961 , the document will also have to be |

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| | | who are bidding as a Consortium | | | legalized by the Indian Embassy and notarized in the jurisdiction where the said document is being issued. However, if the said document provided by the Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.<br><br>Please refer updated clause 6.2 (2), 6.2.1[Table 4, Sl 2.0 (b) Evidence to be submitted], 6.2.1[Table 4, Sl 2.11 (d) Requirements], |

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| 107 | 10 | Payment Terms | Payment shall be made on Quarterly basis against the submitted GST Invoice by the contractor, based on actual items/services and quantities utilised. | Please consider payment to be done on a monthly basis | To be guided as per relevant tender clauses |
| 108 | 12.9 | Bidder's Personnel | All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project. | Please provide more information required for background verification check for personnel. Does the prime bidders declaration in this regard will be considered. | Please refer updated clause 12.9 |
| 109 | 13.2 | Broad Scope of Activities | Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser | This requirement could incur significant cost for the bidder. Would you consider allowing reasonable costs incurred by bidder in this scenario to be passed on to Purchaser? | Please refer updated clause 13.2 (2) |
| 110 | 13.2 | Broad Scope of Activities | 9. Supply and installation of Seismic Data editing, QC and Management application for data submitted (Online, Tape and disk media). | Please confirm whether the Seismic Data editing, QC, and management of data submitted on Tape or Disk Media is to occur at the NDR premises prior to upload to the cloud or in the cloud after upload. | Both |

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| 111 | 13.2 | Broad Scope of Activities | 11. Should support CSP Managed Content Delivery Network (CDN) Service. User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery. | When the scope of work requires "User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery" is DGH expecting the CSP to host the data in multiple geographies, or more simply cache the NDR website over the CSP's CDN for optimized performance of the website? | Yes |
| 112 | 13.2 | Broad Scope of Activities | 13. Existing offline data (mainly Raw/ Pre-Stack in HDDs/Tapes) at NDR 1.0 shall be copied to cloud storage by the selected CSP/MSP of the purchaser. Bidder of this RFP shall be responsible for providing all necessary technical inputs, to the selected CSP/MSP entrusted by the purchaser for copying the data, so that the data are copied in a well-structured manner and properly catalogued in the cloud storage. | Please confirm that the selected CSP/MSP will perform all the reading of all offline data (from tape, disk, and paper) and transfer to the cloud and only needs advice from the bidder and not software and tooling also to execute this phase. | Yes |

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| 113 | 13.4 .9 | Media Standar ds | As per latest NDR data submission guidelines operators have to submit the data in external Hard Disk Drives (HDD). However, keeping in view probable maintenance activities related to data retrieval from legacy medias, the contractor is expected to read the following input medias:<br><br>1.    DVD, Blu-ray, external hard disk, flash drive<br>2.    IBM 3592,<br>3.    LTO-6, LTO-7, and LTO-8<br><br>DGH will be responsible for supplying readable input media, respective media drive and data. NDR shall be required to provide output on external hard disk and flash drive. In addition, plotted maps and printed reports in hard copy media shall be part of the output services provided by the NDR centre, the volume of such material is expected to be low. | There are eight generations of 3592 technology. Would the DGH elaborate on the specific 3592 media generations they require to be read so that we can provide the necessary generations of 3592 tape drives to read those media. | DGH will be responsible for supplying readable input media, respective media drive and data. |
| 114 | 13.5 .1 | Functio nal Require ments - General | 9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel format) by NDR since its inception i.e. June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point. | Is the building of the new Invoice Management system part of this scope of work, and if so, what are the requirements, or is this New Invoice Management system already in existence at DGH or being developed under some other scope of work? | Clarified that New Invoice Management system is part of this scope of work.<br>Also refer updated clause 13.5.1 (9) |
| 115 | 13.5 .1 | Functio nal Require ments - General | VDR templates for provisioning and de-provisioning of DSG, Paradigm, Petrel or any other application in Cloud based Virtual Data Rooms should be configured, created, and provisioned by the contractor. | Can you please clarify what you mean by VDR Templates? | Pre-Created installable file for spinning virtual machine with particular application. |

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| 116 | 13.5.1 | Functional Requirements - General | 8. DGH has developed In-house systems for managing Production data (PDMS), with Oracle as its database. The E&P operators directly feed data into the PDMS through web-based interface. Contractor is required to build API based interface for pulling the data from these systems on regular basis for showcasing necessary data in NDR Portal along with its own user interface to load the data. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract. | Would DGH confirm that PDMS has an RESTful API endpoint that provides access to all the information needed to be pulled from PDMS. | No |
| 117 | 13.5.2 | Web Portal | 51. Should also have Single Sign On feature for better user experience | Is the Single Sign On feature for DGH staff or for Operator Users and other registered users in addition to DGH staff? | For all users |

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| 118 | 13.5.8 | 13.5.8. Self Service Data Submission by E&P Operators | 1. The data submission should be on self-service basis, directly or through SFTP server. In case the Self-Service application requires licence for its functioning, the Bidder shall implement a Time Slot Management Tool so that E&P operators interested in submitting their data to NDR 2.0 are able to pre-book the Self-Service Time Slot as per their convenience. This is to ensure optimum utilisation of the Self-Service Application licences, Self-service refers to automated online data submission and pre-defined quality control rules. The solution should have User defined business rules and/or automated corrective actions. Prior to uploading a dataset into NDR 2.0, the E&P Operator has to provide metadata for the dataset through a web-based form. This process should be as automated as much as possible to reduce the risk of error and to save time. The functionality should enable automated population of metadata by reading information from file headers. The Operator shall thereafter verify that the information is correct and provide any missing information manually. | Would DGH confirm that an approach of allowing an operator to download a template to be populated with the required metadata offline and then uploaded qualifies as a "web-based form." | Yes, however, no additional license is to be required at user end. |

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| 119 | 13.5.8 | Self Service Data Submission by E&P Operators | 3. The above data types (Seismic, well, production), except the reports, should be loaded as data and not as an archive object. NDR 2.0 should be able to store, retrieve, and run queries to create reports and dashboards on the above-mentioned data types. All NDR 2.0 data should be managed in a single/integrated repository so that single search queries can retrieve all relevant information. Solution should carry out lifecycle tracking of data, from incoming media to end user order and data delivery | Would you clarify the distinction between loading (Seismic, Well, production) as data and not as an archive object for each data type. | User should be able to visualise attributes, run queries and create reports and dashboards on the loaded data. |
| 120 | 13.5.15 | Gravity and Magnetic Data Processing, Interpretation, and Modelling | The software is required to do the data handling, QAQC, processing, modelling and interpretation of different formats of gravity and magnetic data with different geological inputs to meet the respective goal for exploration activities | What do you envision for this? Is it your intent to have it integrated into the NDR, or do you just want to have those capabilities in-house? | In-House Capability |
| 121 | 13.5.15 | Gravity and Magnetic Data Processing, Interpretation, and Modelling | The software is required to do the data handling, QAQC, processing, modelling and interpretation of different formats of gravity and magnetic data with different geological inputs to meet the respective goal for exploration activities. | Is the Gravity and Magnetic software to be deployed on-premise within DGH or in the cloud? If in the cloud, Is this just for DGH users or also for Operator and Public users? | To be deployed on cloud for DGH users |

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| 122 | 13.10.2 | Operational Manpower: General | The biodata (along with educational qualification documents) of all manpower proposed to be deployed at DGH Noida by the contractor, during the O&M period of the contract, is to be submitted as part of the Contractor's Bid documentation for scrutiny and approval by the Purchaser. | Kindly consider the submission of the Bio Data of our Global resources initially to support in setting up and to execute of the project successfully, and allow us to submit the Bio Data of local team to be deployed at DGH Noida once the tender is awarded. | Please refer updated clause 13.10.1.(2) |
| 123 | 13.10.5 | Operational Manpower: General | All manpower deployed as part of regular Operational Manpower shall be in the payroll of the bidder/contractor. | Kindly allow taking operational manpower through a reputed sub-contractor for these specialised roles. | Please refer clause and 13.10.1 (5). |
| 124 | 13.10.2 | Manpower Qualification | Listing of qualifications for Application Administrator, Seismic Data Loader, Well Data Loader, Other Data Services, Services other than Data loading | The listed education and experience levels for Manpower Qualification seem higher than one would typically see. Are you willing to consider qualified people with lesser education and experience levels as the owners of delivering the project successfully will be on the winning bidder? | Clause 13.10 and its sub-clauses are for operational Manpower who will be provided by bidder during O&M phase. Project execution team will be as per bidder's own requirements for timely delivery of the project. |
| 125 | 13.17.1 | Documents to be provided by the Bidder/ Contractor Along | 11. Sub-contracting documents with third parties | Kindly allow to submit subcontracting documents after the award of contract. | Please refer updated clause 13.17.1 (11) |

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| | | with the bid | | | |
| 126 | 16.3.2 | Form TQ2: Compliance to Scope of Work | The Bidder shall submit 'Clause by Clause' compliance to the Tender document including the technical specifications and functional requirements (with amendments, if any) as per the format. | Kindly advise does the clause by clause compliance only apply to Section 13 Scope of Work, or the entire RFP document? | Entire RFP document |
| 127 | 13.1 | Scope of Work (SoW) - Introduction | The broad scope of work covered as part of this RFP comprises of provisioning of required application software and operational support team, for setting up and Operating the National Data Repository (NDR 2.0) under DGH in a Cloud Platform. Provisioning of Cloud infrastructure, Cloud Security System, On-Premises IT hardware and Lease line connectivity with CSP data centre is outside the scope of services of this RFP. | Each cloud provider provides different technology and requires different technical solutions and architecture to achieve the delivery of a National Data Repository. Some cloud vendor technology is not compliant with our provided NDR application. Why is the cloud provider not selected prior to the NDR application bidding process to minimise risk to the bidder and subsequently enable far better value bids for the purchaser which will not require inflated costs to cover multiple different cloud provider scenarios? What should a NDR application bidder do if the eventually selected cloud provider is not usable as a technology stack? Can the purchaser postpone the NDR application process until after the CSP has been selected? | Please refer updated clause 13.5.1 and Template 6 |

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| 128 | 4.1 | Project Background | Presently, the Primary Data Centre of the National Data Repository is operational from 5th Floor, OIDB Building, Sector – 73, NOIDA, Uttar Pradesh- 201301, India with its Disaster Recovery Centre being located at STPI, Gothapatna, P.O, Malipada, Bhubaneswar, Odisha, India. | What are the criteria for disaster recovery separation of the data centres? | The proposed NDR 2.0 SDC (DR) shall be hosted in a MeitY Empanelled Data centre which shall be at a minimum 100KM from DC. |
| 129 | 4.1 | Project Background | The existing NDR also has Physical Data Room equipped with graphic intensive workstations to facilitate detailed visualization & interpretation of the Oil and Gas data by prospective E&P operators during the OALP and DSF rounds, as well as by DGH's | Does the purchaser want graphic intensive workstations to be provided as part of the bid? | No |
| 130 | 4.1 | Project Background | 'Decision Space Geo-science (DSG)' from M/s Halliburton and 'Petrel' from M/s Schlumberger | Is preservation of access to these applications required as part of the bid? Will the Purchaser provide the licences to these applications? | Purchaser will provide licenses for these G&G applications which will be hosted both on Virtual Data Room on cloud as well as on new on-premises graphic intensive workstation at DGH office. |

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| 131 | 4.1 (b) | Project Background | Online data which is loaded in the Petrobank-MDS Database and Recall Database: | What is the volume of data growth anticipated over the contract duration? | i) Stack data is expected to be approximately 300-400 TB by the end of contract period and ii) Raw/Pre-Stack data to grow around 500 TB per year. |
| 132 | 4.2 | Purpose of Bid | Existing contract is coming to end and the hardware and other infrastructure needs to be replaced. | Does the bidding party need to provide IT hardware too? | No. Refer Clause 13.18 |
| 133 | 4.2 | Purpose of Bid | Raw/Pre-Stack seismic data stored offline to be ingested through application for effective and contact less data delivery. | It is sometimes impractical to deliver data digitally to end users due to the scale of the raw data volumes and the end users digital connection. Is raw data delivery solely contact less or is physical media delivery also a permitted option? | Please refer Clause 13.5.10. "Data Delivery" |
| 134 | 4.2 | Purpose of Bid | Majority of No-Go area opened for E&P activities, potentially generating large volume of E&P data. | What is the volume of data growth anticipated over the contract duration? | i) Stack data is expected to be approximately 300-400 TB by the end of contract period and ii) Raw/Pre-Stack data to grow around 500 TB per year. |

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| 135 | 4.2 | Purpose of Bid | Application stack needs improved features and better user experience to meet industry expectations and effectively powering E&P Bid Rounds. | What are the specific improved features that the bidder requires and what are the deficiencies with the current user experience? | Please refer Clause 13. Scope of Work (SoW) |
| 136 | 5.7 | Right to the content of the proposal | Purchaser is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. | Why is the purchaser not restricted in its ability to disclose bidders information? This indicates that there is no confidentiality between the bidder and purchaser in this process. Is it the Purchaser's wish that the bidder should not include technical information they deem of value in the bid response? Would the Purchaser considerer introducing confidentiality to the bidding process to ensure a better value and more successful outcome? | Please refer Template 3- Non-Disclosure agreement of the RFP document which explicitly indicates the terms on Bidders/ Purchaser's rights for disclosure of information |
| 137 | 5.11.4 | Consortiums | All payments shall be made by the purchaser in favour of the Lead Consortium Bidder. Purchaser in its sole discretion may keep the entire amount on hold due to non-performance. | Where a consortium member provides their technology successfully but another member has a non-performance issue, why is collective punishment appropriate? This jeopardises numerous relationships within the consortium without achieving resolution as other consortium members will not have traction with the non-performing member. This clause places the wider NDR provision in jeopardy through non-payment to a vendor despite other consortium members having no performance issues. Will the Purchaser reconsider their approach to how to | To be guided as per relevant tender clauses |

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| | | | | withhold payment to non-performing consortium members? Would the Purchaser consider aligning this to a proportion of the amount aligned with 50% for the lead bidder and 25% for the other consortium members? | |
| 138 | 6.1.2 | Commercial Evaluation | Any conditional bid would be rejected. | No cloud platform (CSP) choice has been made by the purchaser. Therefore surely the bidder should be entitled to submit a bid conditional on the choice of cloud provider (CSP) chosen? Given the uncertainty in elements like the cloud platform, why are conditional bids not permissible at this stage in the NDR 2.0 process? Would the Purchaser consider delaying the NDR application process until after the CSP has been selected and award to mitigate risk to the NDR application bid process? | Please refer updated clause 13.5.1 and Template 6 |

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| 139 | 6.2.1 | Pre-Qualification Criteria (PQC) | 6.0 Financial eligibility criteria :a) A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth (Form PQ6). b) Audited Balance Sheet and Profit & Loss account | International organisations are subject to different local laws with regards to auditing. In the United Kingdom, many organisation including the Bidder are below the audit thresholds as defined by Companies Act 2006 and the Bidder is unlikely to breach the requirements soon without a significant increase in trading activity. Companies Act 2006, section 477 states that, "A company that qualifies as a small company in relation to a financial year is exempt from the requirements of this Act relating to the audit of accounts for that year. For the purposes of this section— whether a company qualifies as a small company shall be determined in accordance with section 382(1) to (6)". Companies Act 2006, section 382 states: (1) A company qualifies as small in relation to its first financial year if the qualifying conditions are met in that year. (1A) Subject to subsection (2), a company qualifies as small in relation to a subsequent financial year if the qualifying conditions are met in that year. (2) In relation to a subsequent financial year, where on its balance sheet date a company meets or ceases to meet the qualifying conditions, that affects its qualification as a small company only if it occurs in two consecutive financial years. (3) The qualifying conditions are met | Please refer updated clause 6.2.1 Table 4 (6) |

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| | | | | by a company in a year in which it satisfies two or more of the following requirements— (A) Turnover Not more than £10.2 million (B) Balance sheet total Not more than £5.1 million (C) Number of employees Not more than 50 (4) For a period that is a company's financial year but not in fact a year the maximum figures for turnover must be proportionately adjusted. (5) The balance sheet total means the aggregate of the amounts shown as assets in the company's balance sheet. (6) The number of employees means the average number of persons employed by the company in the year, determined as follows— (A) find for each month in the financial year the number of persons employed under contracts of service by the company in that month (whether throughout the month or not), (B) add together the monthly totals, and (C) divide by the number of months in the financial year.<br><br>As the company was never required to be audited and it is not possible to have those periods audited in an efficient manner so far past the period ends, would the Purchaser allow a letter/report covering the accounting periods requested in the tender | |

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| | | | | documentation from a third party confirming that there are no material errors or inconsistencies within the records kept and the accounts produced? | |

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| 140 | 6.2.2 | Table – 5: Technical Qualification Criteria (TQC) | 6. Developed on OSDU compatible platform: | Our knowledge of OSDU for National Data Repository indicates that this concept is very immature. Please could you elaborate further how these marks will be rewarded. What is the definition of an OSDU compatible platform? | Please refer updated clause 6.2.2 Table 5 (6) |
| 141 | 6.2.2 | Table – 5: Technical Qualification Criteria (TQC) | 7. – Includes full G&G Interpretation and visualisation capabilities: | National Data Repository data management systems are not focused on interpretation capabilities. Is there a reason the purchaser has included this capability in a predominantly data management focused bid? Is it acceptable to purchase and provide other vendor interpretation software? Would purchaser consider removing this requirement as a separate tender license item? Or is purchaser able to provide existing licenses for full G&G interpretation software? | G&G interpretation and visualisation capability is an optional requirement. Bidder providing this facility either own or third party is eligible for marks as per Table – 5: Technical Qualification Criteria (TQC). |
| 142 | 6.2.2 | Table – 5: Technical Qualification Criteria (TQC) | 7. Includes AI/ML tool for Seismic | What is the expected workflow / use case of definition of an AI/ML tool for seismic? | Please refer updated clause 6.2.2 Table 5 (7) |

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| 143 | 7.6 | Monthly Service Level Availability | Table – 6B: Service Level Availability (SLA) | SLA is dependant on the cloud provider selected by the purchaser in a separate process. How will this non-performance issue be handled when split between different contracts? How can an application provider be held accountable and penalised for cloud provider outages as we have previously experienced? | Please refer 7.3 Point (3) |
| 144 | 12.14 | Intellectual Property Rights | Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. | This makes developing technology during the contract duration less attractive for the bidder and IP rights inconsistent. Why is this clause required? Technology developed by the bidder should be owned by the bidder for further use in different markets without limitation. Why is this clause present? | Please refer updated clauses no. 12.14.4 |
| 145 | 13.1 | Scope of Work (SoW) - Introduction | bidders are advised to visit and examine the data centre locations (sites), at their own expenses, to obtain all information that may be necessary for preparing the bid. | The bidding process timeline is too accelerated to enable visit of data centre locations for assessment by a bidder. Please can the bidding process timeline be extended to potentially facilitate this? | Bidder may visit GeM portal at https://gem.gov.in, and https://dghindia.gov.in , https://dic.gov.in for updates |

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| 146 | 13.2 | Broad scope of activities | Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e. the NDR 2.0 contractor shall not charge purchaser on account of this). | Each cloud provider provides different technology and requires different technical solutions and architecture to achieve the delivery of a National Data Repository. This clause is asking the bidder to rebuild a potentially different technology stack for free on a different unknown CSP. This is the equivalent of a brand new NDR build and data migration. Why does the purchaser believe this is an acceptable request? If an error is made in the selection of the CSP and the NDR requires migration to a new provider, why should the bidder be significantly penalised? Would the Purchaser please remove this clause as it adds unacceptable levels of risk and cost to the project? | Please refer updated clause 13.2 (2) |
| 147 | 13.2 | Broad scope of activities | Bidder may upgrade and use the existing NDR 1.0 licenses if they so desire, | Are the existing licenses from NDR 1.0 to be provided by DGH? Or do they require separate purchase from the vendor? | Existing licenses from NDR 1.0 will be provided by DGH. Also refer Point (4) & (5) of Clause 13.2 |
| 148 | 13.2 | Broad scope of activities | quick look interpretation features. | What is the workflow this is achieving? How does a quick look interpretation differ from the existing NDR 1.0 licenses. What is this requirement or workflow delivering? | Please refer clause 13.5.2 "Web Portal" |

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| 149 | 13.2 | Broad scope of activities | Existing offline data (mainly Raw/ Pre-Stack in HDDs/Tapes) at NDR 1.0 shall be copied to cloud storage by the selected CSP/MSP of the purchaser. Bidder of this RFP shall be responsible for providing all necessary technical inputs, to the selected CSP/MSP entrusted by the purchaser for copying the data, so that the data are copied in a well-structured manner and properly catalogued in the cloud storage. | Is purchaser proposing that CSP copies data in a well structured manner? How is CSP expected to have appropriate domain knowledge and expertise to catalogue the presented subsurface data? What storage tier will this data be retained on? Will CSP absorb all costs if they store data in too archival a tier and it requires rehydrating for further cataloguing and processing? | 1. CSP/MSP will be responsible to copy the offline data. However, bidder for this RFP will provide all necessary technical support during the copying process. Refer 16.3.4 "Migration" of Responsibility Matrix for complete details. 2. It will be stored in Archival storage 3. DGH will absorb all costs of rehydrating for further cataloguing and processing. |
| 150 | 13.4.4 | Data Attributes of NDR data | EBCDIC HEADER PARAMETERS: | Does all existing NDR 1.0 data have the metadata and parameters listed? | Mostly |

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| 151 | 13.5.1 | Functional Requirements - General | The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 | There are 21 cloud providers listed in MeitY, these providers have varying services. The generalised descriptions of these services and compliance mean that it is impossible to determine whether the yet to be selected CSP will be appropriate for the NDR solution. Why are these two critically interlinked components being tendered separately and simultaneously? Can the CSP be selected first before the application submissions are required to ensure that risk is mitigated and it is clear which CSP the purchaser wishes to receive an NDR application on? | Please refer updated clause 13.5.1 and Template 6 |
| 152 | 13.5.1 | Functional Requirements - General | 12. The storage solution for the various types of content in NDR should be optimized for the right level of performance according to usage and type of data. The Contractor should optimise the storage solution(s) taking into considerations the different types of data and cost. | How will the interface work between the CSP contract minimising costs in colder storage tiers with less performance and the application provider not incurring cost with different hotter storage tiers for better performance? There is a significant tension here where the CSP wants data cold and non-performant but application wants data hot, expensive and performant. Who controls the storage tiers? The storage solution? Would application provider be at risk of non-performance issues because of autonomous decisions taken by CSP separately to archive data? Who is in control? | Please refer to 16.3.4 "Responsibility Matrix". For any conflict resolution DGH will be the final authority. |
| 153 | 13.5.1 | Functional Requirements - General | 15. Solution should be compliant with OSDU Application and Platform Provider Guidelines. | Please could purchaser provide these published (?) guidelines. Are they in the public domain? How is solution compliance against OSDU measured by the Purchaser? | Please refer updated clause 13.5.1. (15) |

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| 154 | 13.6.10 | Services Under Raw/Pre-Stack Seismic Data Ingestion | These Offline Raw/Pre-stack seismic data are being copied to cloud storage through a separate tender engaged by the purchaser. | Which cloud are these being copied to? Is it aligned with the CSP selection process ongoing or a different already selected CSP? | Aligned with ongoing CSP selection |
| 155 | 13.16 | End of Contract Deliverables/ Transition and Exit Management | The approved Transition and Exit Management Plan shall become part of the Contract Document. | Should the proposed plan include costs of extracting data to a different CSP? Or will these costs be covered by the separate CSP contract? | These costs will be covered by the separate CSP contract for NDR 3.0 |
| 156 | 16.5.2 | Consortium Agreement Format | In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP. | Liquidated damages section (page 58) refers to up to a maximum of 10% of the contract value. Therefore in the scenario that a member of the consortium cannot deliver on the yet to be chosen CSP then other members of the consortium will be liable for up to 10% of the contract value through no fault of their own provision. This once again emphasises the level of risk being introduced to this procurement process unnecessarily by not having previously selecting or including the CSP in a single procurement process. Does the purchaser feel it is acceptable to penalise a consortium member for another members non-performance? What is the aim of this configuration? Can the CSP be selected first before | a) For liquidated damages, please be guided by relevant tender clauses.<br><br>b) For cloud compatibility , Please refer updated clause 13.5.1 and Template 6 of the RFP document |

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| | | | | the NDR application bid proceeds further? | |
| 157 | 4.1 | Project Background: About DGH National Data Repository | Presently, the Primary Data Centre of the National Data Repository is operational from 5th Floor, OIDB Building, Sector – 73, NOIDA, Uttar Pradesh- 201301, India with its Disaster Recovery Centre being located at STPI, Gothapatna, P.O, Malipada, Bhubaneswar, Odisha, India. | What are the criteria for disaster recovery separation of the data centres? | The proposed NDR 2.0 SDC (DR) shall be hosted in a MeitY Empanelled Data centre which shall be at a minimum 100KM from DC. |
| 158 | 4.1 | Project Background: About DGH National Data Repository | The existing NDR also has Physical Data Room equipped with graphic intensive workstations to facilitate detailed visualization & interpretation of the Oil and Gas data by prospective E&P operators during the OALP and DSF rounds, as well as by DGH's | Does the purchaser want graphic intensive workstations to be provided as part of the bid? | No |

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| 159 | 4.1 | Project Background: About DGH National Data Repository | 'Decision Space Geo-science (DSG)' from M/s Halliburton and 'Petrel' from M/s Schlumberger | Is preservation of access to these applications required as part of the bid? Will the Purchaser provide the licences to these applications? | Purchaser will provide licenses for these G&G applications which will be hosted both on Virtual Data Room on cloud as well as on new on-premises graphic intensive workstation at DGH office. |
| 160 | 4.1.b | Project Background: About DGH National Data Repository | Online data which is loaded in the Petrobank-MDS Database and Recall Database: | What is the volume of data growth anticipated over the contract duration? | i) Stack data is expected to be approximately 300-400 TB by the end of contract period and ii) Raw/Pre-Stack data to grow around 500 TB per year. |
| 161 | 4.2.a | Project Background: Purpose of Bid | Existing contract is coming to end and the hardware and other infrastructure needs to be replaced. | Does the bidding party need to provide IT hardware too? | No. Refer Clause 13.18 |

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| 162 | 4.2.c | Project Background: Purpose of Bid | Raw/Pre-Stack seismic data stored offline to be ingested through application for effective and contact less data delivery. | It is sometimes impractical to deliver data digitally to end users due to the scale of the raw data volumes and the end users digital connection. Is raw data delivery solely contactless or is physical media delivery also a permitted option? | Please refer Clause 13.5.10. "Data Delivery" |
| 163 | 4.2.d | Project Background: Purpose of Bid | Majority of No-Go area opened for E&P activities, potentially generating large volume of E&P data. | What is the volume of data growth anticipated over the contract duration? | i) Stack data is expected to be approximately 300-400 TB by the end of contract period and ii) Raw/Pre-Stack data to grow around 500 TB per year. |
| 164 | 4.2.e | Project Background: Purpose of Bid | Application stack needs improved features and better user experience to meet industry expectations and effectively powering E&P Bid Rounds. | What are the specific improved features that the bidder requires and what are the deficiencies with the current user experience? | Please refer Clause 13. Scope of Work (SoW) |
| 165 | 5.4.2.6 | Instruction to Bidders: Submission of Proposals: Table 2: SI 1 | Scanned copy to be uploaded on GeM portal (for all 3 documents) and original documents to reach Purchaser before the last date of submission of the bid. | Can we upload the Electronically signed files into the portal and provide hard copies after submission, or is it mandatory to send the hard copies to DGH before the deadline? | Please refer amended clauses under 5.4.2(6) Table 2 and 5.4.2 (7) Table 3 |
| 166 | 5.4.2.7 | Table 3: Bid Submission Format | Pre-qualification (PQ) & Technical bid | Can the bidder leverage their own paperwork for NDA? | No |

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| | | Table - 3: SI 1 | | | |
| 167 | 5.7 | Right to the content of the proposal | Purchaser is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. | Why is the purchaser not restricted in its ability to disclose bidders information? This indicates that there is no confidentiality between the bidder and purchaser in this process. Is it the Purchaser's wish that the bidder should not include technical information they deem of value in the bid response? Would the Purchaser consider introducing confidentiality to the bidding process to ensure a better value and more successful outcome? We would be comfortable with this if limited only to DGH employees for the purposes of assessing the bid. | Please refer Template 3-Non-Disclosure agreement of the RFP document explicitly indicates the terms on Bidders/ Purchaser's rights for disclosure of information |
| 168 | 5.11.4 | Consortiums | All payments shall be made by the purchaser in favour of the Lead Consortium Bidder. Purchaser in its sole discretion may keep the entire amount on hold due to non-performance. | What is deemed as non-performance? What is defined as "non-performance"? | Non-Performance will mean non compliance to Scope of work of RFP document |
| 169 | 6.1.2.4 | Commercial Evaluation | Any conditional bid would be rejected. | No cloud platform (CSP) choice has been made by the purchaser. Therefore surely the bidder should be entitled to submit a bid conditional on the choice of cloud provider (CSP) chosen? Given the uncertainty in elements like the cloud platform, why are conditional bids not permissible at this stage in the NDR 2.0 process? Would the Purchaser consider delaying the NDR application process until after the CSP | Please refer updated clause 13.5.1 and Template 6 |

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| | | | | has been selected and award to mitigate risk to the NDR application bid process? | |
| 170 | 6.2.1.5 | Pre-Qualification Criteria (PQC)<br><br>Table – 4: Pre-Qualification Criteria (PQC)<br><br>SI 2.11.f | f) The bid security shall be in the name of the leader of the consortium on behalf of consortium. | We understand that there is no bid security for this tender. Please confirm. | Please refer update clause 6.2.1 Table 4 (2.11. f) |
| 171 | 6.2.1.5 | Pre-Qualification Criteria (PQC)<br><br>Table – 4: Pre-Qualification Criteria (PQC) | 6.0 Financial eligibility criteria:a) A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth (Form PQ6). b) Audited Balance Sheet and Profit & Loss account | International organisations are subject to different local laws with regards to auditing. In the United Kingdom, many organisation including the Bidder are below the audit thresholds as defined by Companies Act 2006 and the Bidder is unlikely to breach the requirements soon without a significant increase in trading activity. Companies Act 2006, section 477 states that, "A company that qualifies as a small company in relation to a financial year is exempt | Please refer updated clause 6.2.1 Table 4 (6) |

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| | | SI 6.0 Financia l eligibilit y criteria: | | from the requirements of this Act relating to the audit of accounts for that year. For the purposes of this section— whether a company qualifies as a small company shall be determined in accordance with section 382(1) to (6)". Companies Act 2006, section 382 states: (1) A company qualifies as small in relation to its first financial year if the qualifying conditions are met in that year. (1A) Subject to subsection (2), a company qualifies as small in relation to a subsequent financial year if the qualifying conditions are met in that year. (2) In relation to a subsequent financial year, where on its balance sheet date a company meets or ceases to meet the qualifying conditions, that affects its qualification as a small company only if it occurs in two consecutive financial years. (3) The qualifying conditions are met by a company in a year in which it satisfies two or more of the following requirements— (A) Turnover                    Not more than £10.2 million (B) Balance sheet total Not more than £5.1 million (C) Number of employees        Not more than 50 (4) For a period that is a company's financial year but not in fact a year the maximum figures for turnover must be | |

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| | | | | proportionately adjusted. (5) The balance sheet total means the aggregate of the amounts shown as assets in the company's balance sheet. (6) The number of employees means the average number of persons employed by the company in the year, determined as follows— (A) find for each month in the financial year the number of persons employed under contracts of service by the company in that month (whether throughout the month or not), (B) add together the monthly totals, and (C) divide by the number of months in the financial year.<br><br>As the company was never required to be audited and it is not possible to have those periods audited in an efficient manner so far past the period ends, would the Purchaser allow a letter/report covering the accounting periods requested in the tender documentation from a third party confirming that there are no material errors or inconsistencies within the records kept and the accounts produced? | |
| 172 | 6.2.2.6 | Table – 5: Technical Qualification Criteria | 6. Developed on OSDU compatible platform: | Our knowledge of OSDU for National Data Repository indicates that this concept is very immature. Please could you elaborate further how these marks will be rewarded. What is the definition of an OSDU compatible platform? | Please refer updated clause 6.2.2 Table 5 (6) |

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| | | (TQC)<br><br>SI 6 | | | |
| 173 | 6.2.2.6 | Table – 5: Technical Qualification Criteria (TQC)<br><br>SI 7 | 7. Includes full G&G Interpretation and visualisation capabilities: | National Data Repository data management systems are not focused on interpretation capabilities. Is there a reason the purchaser has included this capability in a predominantly data management focused bid? Is it acceptable to purchase and provide other vendor interpretation software? Would purchaser consider removing this requirement as a separate tender license item? Or is purchaser able to provide existing licenses for full G&G interpretation software? | G&G interpretation and visualisation capability is an optional requirement. Bidder providing this facility either own or third party is eligible for marks as per Table – 5: Technical Qualification Criteria (TQC). |
| 174 | 6.2.2.6 | Table – 5: Technical Qualification Criteria (TQC)<br><br>SI 7 | 7. Includes AI/ML tool for Seismic | What is the expected workflow / use case of definition of an AI/ML tool for seismic? | Please refer updated clause 6.2.2 Table 5 (7) |

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| 175 | 7.6.2 | Monthly Service Level Availability | Table – 6B: Service Level Availability (SLA) | SLA is dependent on the cloud provider selected by the purchaser in a separate process. How will this non-performance issue be handled when split between different contracts? How can an application provider be held accountable and penalized for cloud provider outages as we have previously experienced? | Please refer 7.3 Point (3) |
| 176 | 12.14.4 | Intellectual Property Rights | Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. | This makes developing technology during the contract duration less attractive for the bidder and IP rights inconsistent. Why is this clause required? Technology developed by the bidder should be owned by the bidder for further use in different markets without limitation. Why is this clause present? | Please refer updated Clause 12.14 (4) |

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| 177 | 12.2 3 | Liquidat ed Damage s | Time is the essence of the Contract, and the delivery dates are binding on the successful Bidder. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. | What is the definition of total contract value? | Total contract value refers the total contract award value. |
| 178 | 12.2 2.3 | Termina tion for Conveni ence | Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The | As this is non-industry standard, is this expected to be a mutual clause allowing for termination for convenience?.. | Please refer amended clause 12.22.3 |
| 179 | 13.1 .1 | Scope of Work (SoW) - Introduc tion | The broad scope of work covered as part of this RFP comprises of provisioning of required application software and operational support team, for setting up and Operating the National Data Repository (NDR 2.0) under DGH in a Cloud Platform. Provisioning of Cloud infrastructure, Cloud Security System, On-Premises IT hardware and Lease line connectivity with CSP data centre is outside the scope of services of this RFP. | Each cloud provider provides different technology and requires different technical solutions and architecture to achieve the delivery of a National Data Repository. Some cloud vendor technology is not compliant with our provided NDR application. Why is the cloud provider not selected prior to the NDR application bidding process to minimise risk to the bidder and subsequently enable far better value bids for the purchaser which will not require inflated costs to cover multiple different cloud provider scenarios? What should a NDR application bidder do if the eventually selected cloud provider is not usable as a technology | Please refer updated clause 13.5.1 and Template 6 |

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| | | | | stack? Can the purchaser postpone the NDR application process until after the CSP has been selected? | |
| 180 | 13.1.4 | Scope of Work (SoW) - Introduction | bidders are advised to visit and examine the data centre locations (sites), at their own expenses, to obtain all information that may be necessary for preparing the bid. | The bidding process timeline is too accelerated to enable visit of data centre locations for assessment by a bidder. Please can the bidding process timeline be extended to potentially facilitate this? | Bidder may visit GeM portal at https://gem.gov.in, and https://dghindia.gov.in , https://dic.gov.in for updates |

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| 181 | 13.2.2 | Broad scope of activities | Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e. the NDR 2.0 contractor shall not charge purchaser on account of this). | Each cloud provider provides different technology and requires different technical solutions and architecture to achieve the delivery of a National Data Repository. This clause is asking the bidder to rebuild a potentially different technology stack for free on a different unknown CSP. This is the equivalent of a brand new NDR build and data migration. Why does the purchaser believe this is an acceptable request? If an error is made in the selection of the CSP and the NDR requires migration to a new provider, why should the bidder be significantly penalized? Would the Purchaser please remove this clause as it adds unacceptable levels of risk and cost to the project? | Please refer updated clause 13.2 (2) |
| 182 | 13.2.4 | Broad scope of activities | Bidder may upgrade and use the existing NDR 1.0 licenses if they so desire, | Are the existing licenses from NDR 1.0 to be provided by DGH? Or do they require separate purchase from the vendor? | Existing licenses from NDR 1.0 will be provided by DGH. Also refer Point (4) & (5) of Clause 13.2 |
| 183 | 13.2.7 | Broad scope of activities | quick look interpretation features. | What is the workflow this is achieving? How does a quick look interpretation differ from the existing NDR 1.0 licenses. What is this requirement or workflow delivering? | Please refer clause 13.5.2 "Web Portal" |

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| 184 | 13.2.13 | Broad scope of activities | Existing offline data (mainly Raw/ Pre-Stack in HDDs/Tapes) at NDR 1.0 shall be copied to cloud storage by the selected CSP/MSP of the purchaser. Bidder of this RFP shall be responsible for providing all necessary technical inputs, to the selected CSP/MSP entrusted by the purchaser for copying the data, so that the data are copied in a well-structured manner and properly catalogued in the cloud storage. | Is purchaser proposing that CSP copies data in a well structured manner? How is CSP expected to have appropriate domain knowledge and expertise to catalogue the presented subsurface data? What storage tier will this data be retained on? Will CSP absorb all costs if they store data in too archival a tier and it requires rehydrating for further cataloguing and processing? | 1. Bidder of Cloud RFP will be responsible to copy the offline data. However, bidder for this RFP will provide all necessary technical support during the copying process. Refer 16.3.4 "Migration" of Responsibility Matrix for complete details. 2. It will be stored in Archival storage 3. DGH will absob all costs of rehydrating for further cataloguing and processing. |
| 185 | 13.4.4 | Data Attributes of NDR data | EBCDIC HEADER PARAMETERS: | Does all existing NDR 1.0 data have the metadata and parameters listed? | Mostly |

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| 186 | 13.5.1.2 | General: | The software solution supplied must be of the latest versions/technologies and the Contractor must provide detailed technical specification of the software modules with operating principle and competency along with catalogue/literature indicating all the features available in the modules of the proposed software. Contractor should also follow software development life cycle process. | How is latest versions/technology defined? | Latest version of the OEM application meeting the requirement as mentioned in RFP |
| 187 | 13.5.1.3 | Functional Requirements - General | The solution provided by the Contractor must be Cloud compatible and support the MeitY empanelled cloud provided/provisioned by the purchaser for NDR 2.0 | There are 21 cloud providers listed in MeitY, these providers have varying services. The generalized descriptions of these services and compliance mean that it is impossible to determine whether the yet to be selected CSP will be appropriate for the NDR solution. Why are these two critically interlinked components being tendered separately and simultaneously? Can the CSP be selected first before the application submissions are required to ensure that risk is mitigated and it is clear which CSP the purchaser wishes to receive an NDR application on? | Please refer updated clause 13.5.1 and Template 6 |
| 188 | 13.5.1.12 | Functional Requirements - General | 12. The storage solution for the various types of content in NDR should be optimized for the right level of performance according to usage and type of data. The Contractor should optimise the storage solution(s) taking into considerations the different types of data and cost. | How will the interface work between the CSP contract minimizing costs in colder storage tiers with less performance and the application provider not incurring cost with different hotter storage tiers for better performance? There is a significant tension here where the CSP wants data cold and non-performant but application wants data hot, expensive and performant. Who controls the storage tiers? The storage solution? | Please refer to 16.3.4 "Responsibility Matrix". For any conflict resolution DGH will be the final authority. |

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| | | | | Would application provider be at risk of non-performance issues because of autonomous decisions taken by CSP separately to archive data? Who is in control? | |
| 189 | 13.5.1.5 | General: | 5. The proposed data management application should be architected using Micro services architecture. Solution architecture should be designed to reduce interdependencies so that the failure in one component of the system should not affect other components and each component should be independently deployable in case of change without the need of deploying the entire application. 6. Designing, architecting, blueprinting, development, implementing the core data management application, using microservices architecture. | There are many frameworks for delivering software, can you clarify what "micro services" mean in this RFP? | Please refer defination mentioned in the RFP. |

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| 190 | 13.5.1.8 | General: | 8. DGH has developed In-house systems for managing Production data (PDMS), with Oracle as its database. The E&P operators directly feed data into the PDMS through web-based interface. Contractor is required to build API based interface for pulling the data from these systems on regular basis for showcasing necessary data in NDR Portal along with its own user interface to load the data. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract. | We would need to know what these API's are, this can not be part of the software but implementation. Can this be provided? | Bidder to develop/deliver the required APIs at the time of implementation |
| 191 | 13.5.1.9 | General: | 9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel format) by NDR since its inception i.e. June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point. | What is the format of the data and hat is the data volume for the invoices in the existing invoice system? | Please refer updated clause 13.5.1 (9) Legacy invoices are in PDF/Excel/MS Word format. Refer Point (9) of Clause 13.5.1. The number of legacy invoices as of now would be approx. 800 Nos. |
| 192 | 13.5.1.15 | Functional Require | 15. Solution should be compliant with OSDU Application and Platform Provider Guidelines. | Please could purchaser provide these published (?) guidelines. Are they in the public domain? How is solution | Please refer updated clause 13.5.1. (15) |

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| | | ments - General | | compliance against OSDU measured by the Purchaser? | |
| 193 | 13.5.2.5 | Web Portal | 5. Latest available seismic data viewer equipped with changing colour, scale, frequency, and trace filtering, zoom in/ out, 3D visualization and time slice | Is there a specific seismic viewer which is defined as "latest available seismic data viewer"? | Viewer should have the features mentioned under clause 13.5.2 "Web Portal" |
| 194 | 13.5.2.6 | Web Portal | Well log data viewer equipped with features of changing colour, pattern filling, marker point, scale change, zoom in/ out and cross-plotting capabilities. | Is this cross-plotting between multiple wells in cross section or correlation view? | Required for log data of single well |
| 195 | 13.5.2.51 | Web Portal | 51. Should also have Single Sign On feature for better user experience | What IDP are DGH using? | Bidder to implement afresh |
| 196 | 13.5.2.58 | Web Portal | 58. NDR website should be revamped once in every two years. | What does revamped mean, and why every 2 years? | Revamp means - major look and feel changes |

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| 197 | 13.5.8.1 | Self Service Data Submission by E&P Operators | 1. The data submission should be on self-service basis, directly or through SFTP server. In case the Self-Service application requires licence for its functioning, the Bidder shall implement a Time Slot Management Tool so that E&P operators interested in submitting their data to NDR 2.0 are able to pre-book the Self-Service Time Slot as per their convenience. This is to ensure optimum utilisation of the Self-Service Application licences, Self-service refers to automated online data submission and pre-defined quality control rules. The solution should have User defined business rules and/or automated corrective actions. Prior to uploading a dataset into NDR 2.0, the E&P Operator has to provide metadata for the dataset through a web-based form. This process should be as automated as much as possible to reduce the risk of error and to save time. The functionality should enable automated population of metadata by reading information from file headers. The Operator shall thereafter verify that the information is correct and provide any missing information manually. | Is SFTP a requirement? Can it be cloud storage? | Both provisions are required as per RFP |

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| 198 | 13.5.8.3 | Self Service Data Submission by E&P Operators | 3. The above data types (Seismic, well, production), except the reports, should be loaded as data and not as an archive object. NDR 2.0 should be able to store, retrieve, and run queries to create reports and dashboards on the abovementioned data types. All NDR 2.0 data should be managed in a single/integrated repository so that single search queries can retrieve all relevant information. Solution should carry out lifecycle tracking of data, from incoming media to end user order and data delivery | There are modern techniques where you do not have to load data in single repositories to query and run reports against, can we just meet the requirement, or do we have to follow this approach? | It should either be a single repository or separate repositories which are integrated such that a single search query can retrieve all relevant information. Refer clause 13.5.8 |
| 199 | 13.5.16. | Seismic Data Editing, QC & Tape Management | The functionalities covered shall include capability of Seismic data loading, editing, unloading and QC | As DGH already have Troika, is the same software to be used or a new software to be supplied as part of this tender scope? | Bidder may use the available modules of the software. However, additional modules as required towards fulfilment of functional/specifications mentioned in the RFP will need to be provisioned by the bidder. Terms of use as mentioned in RFP to be noted, including from when the software will be |

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| | | | | | available for use. |
| 200 | 13.6.9.1 | Services Under Initial Data Migration | 1. All existing online geo-scientific and other dataset (loaded in the Petrobank Database and Recall Database), as on the date of LOA, in NDR 1.0, shall be migrated to the new NDR 2.0 Data repository installed by the contractor, after due RFP for Upgradation of National Data Repository of DGH on Cloud Platform Quality Check (QC) for ensuring Data consistency with the existing data of NDR 1.0. The migrated data shall be visible in NDR 2.0 web portal. | • Please share NDR-1 software version such as Petrobank version, Oracle database version, OS platform, any specific customisation to database etc. • We are assuming that all required level of access will be provide by DGH to NDR 1.0 facility including to the database and storage to extract data. Please confirm. Also confirm, if the data need to be directly extracted from the live NDR1.0 system or any replica is available for the same? • Out of 95TB data on NDR 1.0, how much data is in flat file structure and how much data is residing in database? • Is the data on NDR 1.0 encrypted? If so, share encryption details. | Versions details are updated and provided separately. Please refer updated clause 4.1. -DGH will provide requisite read access of NDR 1.0. -Live NDR -Database is 200 GB approx. - Non encrypted |
| 201 | 13.6.10 | Services Under Raw/Pre-Stack Seismic Data Ingestion | These Offline Raw/Pre-stack seismic data are being copied to cloud storage through a separate tender engaged by the purchaser. | Which cloud are these being copied to? Is it aligned with the CSP selection process ongoing or a different already selected CSP? | Aligned with ongoing CSP selection |

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| 202 | 13.6.12.5 | Build-up & Go-Live of NDR2.0 (Phase - 1) | 5. Provision all Application Software and carry out Installation, configuration, testing and Commissioning of all application software on On-cloud infrastructure for NDR 2.0., | Please provide a list and details of all software including licensing policy etc., which DGH currently have and need to be migrated to NDR2.0 cloud platform under the scope of this tender. | Bidder to provide new application software as per requirement of the RFP. Bidder may use the available modules of existing software. However, additional modules/software as required towards fulfilment of functional/specifications mentioned in the RFP will need to be provisioned by the bidder. Terms of use as mentioned in RFP to be noted, including from when the software will be available for use. |
| 203 | 13.16.1 | End of Contract Deliverables/ Transiti | The approved Transition and Exit Management Plan shall become part of the Contract Document. | Should the proposed plan include costs of extracting data to a different CSP? Or will these costs be covered by the separate CSP contract? | These costs will be covered by the separate CSP contract for NDR 3.0 |

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| | | on and Exit Manage ment | | | |
| 204 | | Bid Docume nt: Docume nt required from seller | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer | We were unable to find the reference to ATC and the requested additional documents. Kindly provide reference to the relevant documents to be submitted | Please refer the detailed RFP document enclosed under "Scope of Work" of GeM bid for relevant documents to be submitted. |
| 205 | | Bid Docume nt | Bid End Date | We would like to request a four week extension. | Bidder may visit GeM portal at https://gem.gov. in, and https://dghindia. gov.in , https://dic.gov.i n for updates |

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| 206 | | | | The NDR upgrade tender has a requirement of transfer of entitlements from NDR 1.0 to NDR 2.0. In this regard, please clarify on the following::<br><br>Globally the term entitlements can mean one of three things:<br><br>1. The DGH user group "entitlement" to access the NDR software backend and the associated permissions that each user has.<br>2. External users/oil companies "entitlements" to login on the web to the NDR front end to view and download and make data requests.<br>3. The data in the NDR and the "entitlements" related to these data - such as when it can become public, is it confidential, if is open file, is it copyrighted.<br><br>Do you consider entitlements to be one or several of the above, and if so, which ones? | The word entitlement in this RFP refers to both point (2) & (3) |

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| 207 | Table 4: Pre-Qualification Criteria (PQC) | Evidence to be submitted | Please amend the clause as below: In cases where the bidder is a parent Or Ultimate Parent Or Subsidiary Or Co-Subsidiary of any tier of the same Group Company: Documentary evidence regarding Existence of relationship between the Bidder and the OEM in the form of copies of Memorandum of Association/Article of Association/ Article of Incorporation/ Declaration by Authorized representative of the bidding company (viz. Company Secretary / Director)/ certified issued by the practicing Chartered /Cost Accountant Firm with membership number | We request addition of "/" between CS certificate and CA certificate. We request the second change to allow a declaration from authorized representative of the borrowing entity (company secretary or director). Further, we request deletion of "Firm" since the certificate can be issued by an individual chartered or cost accountant. We request same modifications in these provisions wherever it is appearing. | Please refer updated clause First Query - As per RFP Second query - As per RFP Third Query - Deletion of Firm may be agreed |

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| 208 | Table 4: Pre-Qualificatio n Criteria (PQ C) | Evidenc e to be submitte d | The following documentary evidence Agreements/ Guarantees/ Undertakings should be submitted along with the techno-commercial bid:<br>a) Documentary evidence in the form of copies of Memorandum of Association/ Article of Association/ Article of Incorporation/ Declaration by Authorized **bidding** company (viz. Company Secretary / **Director**) / certificate issued by a practicing Chartered/Cost Accountant ~~Firm~~, with membership number, regarding existence of such a relationship between the Borrowing Company and the Supporting Company (**applicable for 2.6.1 (a), (b) and (c)**).<br>b) Agreement(s) between the Borrowing Company and the Supporting Company and (Form PQ2). ~~The Agreement should be valid till the end of the Defect Liability Period~~ **(applicable for 2.6.1 (a) and (b)).** | We request changes in the specifications for providing PCG in case of borrowing of experience in line with the standard practice followed by OIL and ONGC.<br>We request changes in (a) to allow a declaration from authorized representative of the borrowing entity (company secretary or director). Further, we request deletion of "Firm" since the certificate can be issued by an individual chartered or cost accountant. The documents mentioned under sub-clause (a), (b) and (c) are required where the bidder borrows experience from ultimate parent / holding company. | To be guided as per relevant tender clauses |
| | | | c) Guarantee(s) from the Supporting Company (Form PQ3) for fulfilling the obligation under the Agreement. ~~The Guarantee should be valid till the end of the Defect Liability Period~~ **(applicable for 2.6.1 (a) and (b))**.<br>**d) Agreement(s) between the Borrowing Company, the Supporting Company and the common/parent ultimate parent/holding company (Form PQ9) (applicable for 2.6.1 (c)).** | However, in case the Bidder borrows experience from sister subsidiary / co-subsidiary, a tripartite agreement must be executed between the Bidder, Supporting entity and the ultimate holding company. Accordingly, we request addition of sub-clause (d) to factor for this situation. We have also provided the template for this tri-partite agreement as **PQ9.** | |

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| | | | d) **e)** Undertaking(s) from the Supporting ~~company~~ or to provide an additional Performance security (Form PQ4), equivalent to 50 % of the amount of the Performance security which is to be submitted by the successful Bidder (Leader of the consortium in case of consortium bids). Moreover, the said undertaking shall include a declaration stating that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by Supporting Company shall also be invoked by the purchaser due to non-performance of the contractor. | We request deletion of the first note, since it is not relevant. | |
| | | | Note [Applicable for para ~~(c)~~ ~~& (d)~~ **(e)** above]: | We have proposed changes in the second note to allow Bidder to provide the additional PBG on behalf of the supporting company (in case the supporting company) is based outside India. | |
| | | | • ~~In case the Supporting Company is unable to submit the above Guarantee, the same may also be submitted by the common/ultimate parent of the Bidder and Supporting Company, provided the guaranteeing common/ ultimate parent holds more than fifty percent of the paid up share capital of both Bidder and Supporting Company.~~ | | |

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| | | | • In cases where the Performance Security, as per clause above, is to be provided by a foreign based company which does not have Permanent Establishment in India, the Borrowing Company can furnish the Performance Security referred in para (d) **(e) for an amount which is sum of PBG amount to be submitted by the Borrowing Company and additional PBG amount required to be submitted by the Supporting Company as per Template 2**. In such case the Borrowing Company shall furnish an undertaking that their foreign based entity is not having any Permanent Establishment in India in terms of Income Tax Act of India. | | |
| | | | • Notwithstanding anything hereinabove mentioned in para (d) & (e), the total additional Performance security, which is to be submitted by ~~Guaranteeing~~ **Supporting** Company(s) against the technical experience borrowing for individual Bidder or individual Consortium member, shall in no case exceed 50% of the amount of Performance Security which is to be submitted by the successful Bidder. | | |

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| 209 | 6.2.2 | Financial Evaluation Criteria | Kindly amend the below requirement for proof of financial criteria: For Proof of Annual Turnover & Net worth any of the following documents /photocopy must be furnished. ~~a) A Certificate issued by the Statutory Auditor certifying the Annual Turnover and Net worth (Form PQ6).~~ b) Audited Balance Sheet and Profit & Loss account c) In case bidder does not have the audited financial statements for the last financial year/ accounting year, they may submit audited financial statements pertaining to previous three consecutive financial/ accounting years along with an undertaking. | Since bidder is already submitting the financial statements audited by the statutory auditor and signed and verified by the same, requirement of submitting another certificate by the statutory auditor should not be required. We request client to kindly accept the change. | Please refer updated clause 6.2.1 Table – 4 (6) |

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| 210 | 8 | Liquidated Damages | ~~Time is the essence of this Contract.~~ In the event of the Contractor's default in timely mobilization ~~and/or completion of work~~ within the stipulated period as mentioned in Section 14, the Contractor shall be liable to pay liquidated damages, as given below, reckoned from the date after expiry of the scheduled period till the date of actual mobilization/completion. **Note:** (a) Total Contract value, for the purpose of calculation of Liquidated Damages (LD), shall be the Total contract value **excluding GST.** (b) The total amount of liquidated damages on account of delay shall not exceed 10% of the total Contract value. | We agree to follow the scheduled timeline for the purpose of this project, however, we request deletion of time being an essence of the contract. | Please refer updated clause 8 |
| 211 | 10 | Payment Terms | NDR2.0 Build-up and Go-Live with Initial Data Migration: First Milestone – 6months: Phase 1 build up & Go live : 6 months Payment after Go Live | Payment should be made monthly basis certified progress report from client (on the basis of work completion %) | To be guided as per relevant tender clauses |

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| 212 | 12.1 (17) | Definition (new clause) | Please add the following new definitions: **"Affiliate" or "Affiliates" 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).** **"Claim" or "Claims" means any and all claims (including third party claims), demands, causes of action, judgments, awards, damages, losses, costs, expenses and liabilities of any kind and character.** **"Contractor Group" means the Contractor, its Affiliates, its co-venturers (if any), its contractors and its subcontractors of any tier (other than the Purchaser Group), and its and their respective employees, officers, directors, representatives, agents and invitees.** **"Purchaser Group" means the Purchaser, its Affiliates, its co-venturers (if any), its contractors and its subcontractors of any tier (other than the Contractor Group), and its and their respective employees, officers, directors, representatives, agents and invitees.** **"Applicable Data Protection Laws" means any law regarding Personal Data applicable to this Contract.** | We request addition of these definition since these terms have been used in multiple places across the contract. | To be guided as per relevant tender clauses |

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| | | | **"Authorized Users" means natural person designated by Purchaser to have access to the Services on behalf of Purchaser.** **"Purchaser Data" means data, text, images, audio, video, or software uploaded to, or created in, the Services by Purchaser or Authorized Users (or by Contractor on Purchaser's behalf). Purchaser Data does not include any information provided through a public forum within the Services or any feedback or suggestions regarding the functionality of the Services.** **"Service" shall mean the work or service which is contemplated to be provided under this Contract.** **"Personal Data" means any information submitted by Purchaser and/or Authorized User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Services to Purchaser.** **"Personal Data Breach" means an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with this Contract.** **"Security Incident" means any actual damage to the integrity or security of: (i) the Services available to Purchaser or others; or (ii) the infrastructure or systems on which the Services operate or rely upon. A Security Incident includes a Personal Data Breach and any** **other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.** | | |

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| 213 | 12.14 (2) | Intellectual Property Rights | Please amend the clause below: 2. … the Bidder shall keep the Purchaser indemnified against all costs, expenses, and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services. However, the Bidder will not be liable when such infringement is caused due to: (a) specific modification or design of Bidder's equipment or Services to meet Purchaser's specifications, (b) combination of Bidder's equipment or Services in combination of other equipment and/ or services not recommended by Bidder (c) out of unauthorized additions or modifications of Bidder's equipment or services by Purchaser, or (d) Purchaser's use of Bidder's equipment or Services that does not correspond to Bidder's published standards or specifications; in which case, the Purchaser shall defend, indemnify and hold Contractor Group harmless. | We request addition of the standard exclusions with regard to intellectual property infringement. | Please refer updated clause 12.14 (4) |

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| 214 | 12.14 (4) | Intellectual Property Rights | Please replace the clause with the below: **Notwithstanding anything to the contrary contained herein, while providing the Services to the Purchaser, the Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which the Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by the Purchaser. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor.** | Since the model is being developed by the Bidder, the Bidder should have the ownership rights of any IP which may be developed out of this contract. Accordingly, we request DGH to kindly revise this clause. | Please refer updated clause 12.14 (4) |

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| 215 | 12.17 | Indemnity | Please amend the clause below:<br>…<br>3. Including without limitation the breach of any terms and conditions of the Contract by any employee or agent of the Successful bidder. Against all losses or damages arising from claims by third Parties that any Deliveries (or the access, use or other right thereto), created by Successful bidder pursuant to this Contract, or any equipment, software, information, methods of operation or other intellectual property created by Successful bidder pursuant to the contract, or the SLA<br>(a) infringes a copyright, trademark, trade design<br>(b) infringes a patent issued, or<br>(c) constitute misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (Collectively, "Infringement Claims").<br>**However, the Bidder will not be liable when such infringement is caused due to: (a) specific modification or design of Bidder's equipment or Services to meet Purchaser's specifications, (b) combination of Bidder's equipment or Services in combination of other equipment and/ or services not recommended by Bidder (c) out of unauthorized additions or modifications of Bidder's equipment or services by Purchaser, or (d) Purchaser's use of Bidder's equipment or Services that does not correspond to Bidder's published standards or specifications; in which case, the Purchaser shall defend, indemnify and hold Contractor Group harmless.** | We request addition of the standard exclusions with regard to intellectual property infringement. | To be guided as per relevant tender clauses |

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| 216 | 12.18 | Confidentiality | Please replace the clause with the below:<br>**Confidential Information: non-public and proprietary information, including Purchaser Data, the Services, Documentation, information related to third party vendors that Contractor works with to provide the Services, information or reports related to any security processes and/or security vulnerabilities of the Services, and information about Contractor's and its Affiliates' products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:**<br>**a. at the time of the disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of the Agreement, act, or omission by the recipient or any of the recipient's representatives;**<br>**b. at the time of the disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by any legal, fiduciary, or contractual obligation;**<br>**c. was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party pursuant to the Agreement;** | Considering the model of the contract, it is important for the Contractor to disclose confidentiality information to its Affiliates. Accordingly, we have made changes in the clause.<br>Further, considering the SaaS model, we propose a comprehensive clause on confidentiality. | Please refer updated clause 12.18 |

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| | | | **d. was or is independently developed by recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information; or**<br>**e. that the parties have entered into the Agreement.**<br>**2. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the term of any Contract, and for a period of five (5) years after the termination or expiry of the Contract. Each Party will use the same degree of care as it uses to protect its own confidential information, but in no event will the receiving party use less than a commercially reasonable degree of care. Further, each Party agrees (a) subject to sub-clause (3) and sub-clause (4) below to disclose the Confidential Information only to its officers, directors, employees, contractors and Affiliates on a need-to-know basis (collectively, "Representatives") and provided such Representatives are subject to equivalent confidentiality obligations as those set out herein; and (b) not to use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and/or perform its obligations under this Contract. Each Party will be responsible for any breaches of Contract by its Representatives.**<br>**3. If a third party requests Confidential Information from a receiving party pursuant to a legal requirement, the receiving party will do the following, if legally permitted:**<br>**3.1. promptly notify the disclosing party of the request;**<br>**3.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;**<br>**3.3. inform the disclosing party of the Confidential Information provided to the third party; and** | | |

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| | | | **3.4. endeavour to maintain confidentiality of Confidential Information disclosed to the third party.** **4. Contractor may share specific information with its cloud computing service providers such as Contract dates, scope and estimated Contract value to facilitate the provision of the Services, including enabling joint support operations and resource planning between Contractor and its cloud computing service provider, provided that such cloud computing service provider shall be bound by confidentiality obligations no less stringent than those herein.** | | |
| 217 | 12.19 (3) | Taxes | Kindly amend the below clause as highlighted: **Prices quoted are exclusive of Goods and Service Tax (GST).  GST will be charged as per the appropriate SAC code applicable.**  The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Customs duty, Excise duty, VAT, all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered, and payments received by him from the Purchaser under the Contract. However, Bidder will recover all the Indirect taxes from purchaser on Actuals at the rate prevailing at the time of Billing and purchaser will also be responsible for any newly Introduced taxes. | | To be guided as per relevant tender clauses |

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| 218 | 12.19 | Change in Law clause (Additional Clause) | Kindly add below:<br>**Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any increased in the direct cost, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, sales tax, customs duties, R&D cess, works contract tax, services tax, corporate tax, octroi, entry taxes etc. are imposed by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will be borne by Company. Additionally, any upward change in the rates of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.** | | Please refer updated clause 12.19 (9) |

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| 219 | 12.22.3 | Termination for Convenience | Please delete the clause below: ~~Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser.~~ | We request deletion of this clause on termination for convenience since Bidder will be making certain upfront investments for the purpose of this contract. | Please refer amended clause 12.22.3 |
| 220 | 12.23 | Liquidated Damages | Please amend the clause below: ~~Time is the essence of the Contract, and the~~ delivery dates are binding on the successful Bidder. In the event of delay ~~or any gross negligence~~ in implementation of the project before Go-Live, for causes solely attributable to the Bidder, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the successful Bidder as agreed, liquidated damages, a sum of 0.5% of the total contract value for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. | We agree to deliver the goods and render services on time. However, we request deletion of time being an essence of the contract. Further, we request LD to be levied in case of delay in delivery of goods/services only and not for any liability arising out of gross negligence (since gross negligence liability cannot be a determinate term). | To be guided as per relevant tender clauses |

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| 221 | 12.25 | Limitation of the Bidder's Liability towards the Purchaser | Please replace the clause with the below:<br>1. **Notwithstanding anything to the contrary contained herein, neither the Contractor Group nor the Purchaser Group shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss / damages, including but not limited to loss of use, loss of investment or production, loss of profits or anticipates profits or interest costs, loss of revenue or loss of rig time or other business interruption, or cost of substitute software or services or the procurement thereof, or loss/ damage/ corruption/ replacement of Computing Systems.**<br>**2. Notwithstanding anything to the contrary contained herein, the total liability of the Contractor Group whether arising out of Contract, tort or otherwise at law shall not exceed 100% of the total value of the Contract. The Purchaser shall defend, indemnify and hold Contractor Group harmless for all liabilities above this limit.** | We request DGH to please amend the clause on consequential loss to make it an absolute indemnity for both parties. As a generic principle both parties should be liable for their own consequential losses.<br>Further, we request DGH to kindly replace the clause on limitation of liability to cap the liability of the Contractor Group to 100% of the contract value. Additionally, we also request addition of counter-indemnity above the liability cap. | To be guided as per relevant tender clauses |
| 222 | 12.27 (1) | Force Majeure | Please add the following after the clause:<br>1. … | We request the first change to include security incidents, cyberattacks and device failures on cloud within the ambit of force majeure. This is important since the cloud will be provided by DGH.<br>In line with the above, we request change in the second paragraph. Any form of virus attack or software corruption should be included as a force majeure event. | To be guided as per relevant tender clauses |

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| | | | **(g) utility, network or device failure external to Contractor or its cloud service providers; Security Incidents and/or third-party attacks, including but not limited to distributed denial of service, directed attacks targeting Contractor or in any way impacting the Services, etc.** | We will be providing the services in line with the terms of the contract. However, we cannot ascertain all probable lapses or failures which may arise. In case of occurrence of such event, it should be deemed as a force majeure event. Hence, we request changes in sub-clause no. 3. | |
| | | | 2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. ~~However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.~~ | Pursuant to sub-clause 4, either party should mitigate the risks of force majeure and develop alternative plans. However, the development of alternative plan may involve additional costs. In case the Contractor is required to deploy the alternative plan for business continuity, the costs for the same should be borne by DGH. This is because the FM event is beyond the control of either party. Thus, we request deletion of sub-clause 5. | |

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| | | | 3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. ~~However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.~~ | | |
| | | | 4. In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure | | |
| | | | ~~5. In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure.~~ | | |

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| 223 | 12.3 1 (New Clause) | Data Liability | Please add the following clause:<br><br>**1. Contractor claims no ownership rights in Purchaser Data.**<br>**2. Purchaser is solely responsible for the legality, reliability, integrity, accuracy, and quality of data that Purchaser or any Authorized User provides to the Services or makes available to Contractor. Purchaser acknowledges that by granting access to Authorized Users, Authorized Users may have the ability to export Purchaser Data from the Services.**<br>**3. Contractor may only use Purchaser Data to provide the Services and secure and improve products and services. Contractor may only use information about Authorized Users' interaction with the Services to provide the Services, secure and improve Contractor's products and services, and comply with its third-party service provider's consumption reporting requests and requirements.**<br>**4. Contractor will use cloud computing service providers and other third party service providers in connection with the Services. Contractor, the cloud computing service providers, or the third party service providers may transmit, maintain, and/or store Purchaser Data using third party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Purchaser, or outside the country of origin of the Purchaser Data. Purchaser may request Contractor to maintain and store Purchaser Data in a specified location. Contractor shall endeavour to comply with such request, but will be under no obligation to do so.**<br>**5. If Contractor provides Purchaser with feedback or suggestions about Purchaser Data, then Purchaser may use that information without obligation to Contractor, and Contractor hereby irrevocably assigns to Purchaser all right, title, and interest in** | We request addition of this clause to determine and address Contractor's responsibility with regard to DGH's data which may be obtained during the provision of services.<br>We request addition of sub-clause (3) since DGH's data is inherently tied to the Services provided by the Contractor, we need the right to use DGH's data.<br>Sub-clause (4) reflects the standard setup for a public cloud SAAS offering. Hence, we request this addition.<br>Sub-clause (5) provides the responsibilities of parties in relation to feedback or suggestion provided by Contractor to DGH. | To be guided as per relevant tender clauses |

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| | | | **that feedback or suggestions; however, Contractor retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to Purchaser's products and/or services (including the Services). 6. Notwithstanding any other provision of the Agreement, under no circumstances will Contractor have any obligation to re-create, re-acquire, process or re-process, re-shoot any Purchaser Data damaged within or lost from the Services, or to re-drill or re-log any well or well section or be liable for any costs associated therewith, including as may be caused by any third party, in each case whether direct or indirect** | | |
| 224 | | | Please add the following new clause: | | |

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| | 12.32 (New Clause) | Interpretation Liability | **Any interpretation using the software provided under this Contract, research, analysis, data, results, estimates, or recommendation furnished with the services or otherwise communicated by Contractor to Purchaser at any time in connection with the services are opinions based on inferences from measurements, empirical relationships and/or assumptions, which inferences, empirical relationships and/or assumptions are not infallible, and with respect to which professionals in the industry may differ. Accordingly, Contractor cannot and does not warrant the accuracy, correctness or completeness of any such interpretation, research, analysis, data, results, estimates or recommendation. Purchaser acknowledges that it is accepting the services "as is", that Contractor makes no representation or warranty, express or implied, of any kind or description in respect thereto.  Specifically, Purchaser acknowledges that Contractor does not warrant that any interpretation, research, analysis, data, results, estimates, or recommendation is fit for a particular purpose, including but not limited to compliance with any government request or regulatory requirement. Notwithstanding anything to the contrary contained herein, Purchaser further acknowledges that such services are delivered with the explicit understanding and agreement that any action taken based on the services received shall be at its own risk and responsibility and no claim shall be made against Contractor as a consequence thereof (and shall defend, indemnify and hold Contractor harmless in respect thereof, notwithstanding anything herein to the contrary).** | We request addition of this clause on indemnity from interpretation liability. This is a standard clause applicable for all contracts involving SaaS. | To be guided as per relevant tender clauses |

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| 225 | 12.3.3 (New Clause) | Trade Control | Please add this new clause below: | We request addition of this clause to address the obligations of parties relating to compliance with import and export control laws, sanctions laws and other related laws. | To be guided as per relevant tender clauses |
| | | | **1. Purchaser, Authorized User and Contractor will each comply with all laws and regulations applicable to them and related to the provision and use of the Services including data transmission, storage, processing, privacy, security breaches, data residency, import/export controls, and international sanctions. Purchaser will not allow access, use of, or ingestion of data to the Services by Authorized Users or any other personnel:** | Further, we request DGH to please refrain from extending the services to sanctioned countries including personnel of sanctioned/ embargoed countries. | |
| | | | **(1) from Cuba, North Korea, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes; or** | | |
| | | | **(2) in a manner which would breach any country's data residency laws or regulations, by any means whatsoever.** | | |
| | | | **Purchaser's or the Purchaser's Authorized Users' violation of applicable export or trade control regulations will result in the immediate termination of the Purchaser's and the Purchaser's Authorized Users' rights under the Contract without any liability to the Contractor. The exportation to or use in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions or embargoes is prohibited.** | | |

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| | | | **2. If Purchaser and/or any Authorized User is or becomes a denied party or otherwise the subject of any sanctions legislation that, in Contractor's reasonable opinion, restricts or prohibits Purchaser's and/or Authorized Users' access to or use of the Services, such access will be immediately suspended. If legally permitted, Contractor will promptly notify Company of any such suspension, data retention, or data deletion. Nothing herein shall restrict Contractor's ability to comply with any legal requirements relating to the retention or deletion of Purchaser Data that may arise in connection with sanctions legislation.** | | |
| | | | **3. The Parties agree that is not their intention for Contractor or the Services to be deemed an internet service provider.** | | |
| | | | **4. Contractor will comply with take-down notices for removing material from the Services pursuant to the U.S. Digital Millennium Copyright Act, or similar applicable law. If such a take-down notice involves material posted by Purchaser or an Authorized User, Contractor will notify Purchaser regarding the take-down notice within a commercially reasonable time. Within fifteen (15) days after receiving notice from Contractor, Purchaser may provide evidence to Contractor providing a legal basis to challenge the adequacy of the take-down notice along with a request to return the removed materials from the Services. Upon receipt of such request from Purchaser, Contractor will evaluate the evidence with the Purchaser to determine an appropriate course of action. If the removed material is returned to the Services, Purchaser will be responsible for addressing further concerns from the entity who sent the original take-down notice to Contractor.** | | |

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| | | | **DMCA. Purchaser releases Contractor from Contractor's compliance with take-down notices for removing material from the Services pursuant to the U.S. Digital Millennium Copyright Act, or similar law** | | |
| 226 | 12.3 4 (Ne w Cla use) | Improve ments and Changes | Please add the new clause below: **Contractor reserves the right to modify, enhance or remove any feature or functionality of the Services, or suspend or improve the Services without the need for any consent from the Purchaser.** Contractor will announce if it intends to discontinue a Service specified at https://www.software.slb.com/deprecation. Contractor will use commercially reasonable efforts to continue operating the Service for at least 12 months after the notification, unless (as Contractor reasonably determines): **a. required by law or third-party relationship (including if there is a change in applicable law or relationship), or** **b. doing so could create a security risk or substantial economic or material technical burden.** | We request addition of this clause to allow Contractor to make improvements and changes to software and other services provided as a part of the SOW. | To be guided as per relevant tender clauses |
| 227 | 12.3 5 (Ne w Cla use) | Indemni fication by Purchas er | Please add this new clause: **Purchaser will indemnify, defend, and hold harmless Contractor Group from and against any and all losses incurred in connection with any claim, suit, action, or proceeding that arises out of or relates to:** | We request addition of this standard indemnification for SaaS services. | To be guided as per relevant tender clauses |

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| | | | **A. Purchaser's use of the Services (including any decisions, reliance on interpretations based on solutions or services provided under this Contract, plans or activities undertaken by Purchaser as a result of use of the Services);** | | |
| | | | **B. Purchaser Data;** | | |
| | | | **C. Contractor's compliance with any specifications or directions provided by or on behalf of Company and/or Authorized User;** | | |
| | | | **D. any breach of Company's obligations set out under this Contract and/or breach of obligations relating to compliance with applicable laws; and** | | |
| | | | **E. any Security Incident caused by Company and/or any Authorized User.** | | |

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| 228 | 12.3 6 (New Clause) | Third Party Links | Please add this new clause: **Certain content, components or features of the Services (or made available by the Services) may include links to third party resources, including, but not limited to, hyperlinks to other websites, resources, open source licenses or content ("Third Party Resources). Contractor may have no control over such Third Party Resources. Contractor is not responsible for the availability of such Third Party Resources. Contractor does not: (i) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Third Party Resources; (ii) guarantee the accuracy, completeness, usefulness, or adequacy of any other website, services, goods, or advertisements that may be linked to this website; or (iii) make any endorsement, express or implied, or any other websites, services, goods, or advertisements that may be related to the Third Party Resources. Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third party website. Contractor is not liable for or responsible for the content of any Third Party Resources or for any damages incurred or alleged to have been incurred, either directly or indirectly, as a result of Company's reliance on anything associated with such Third Party Resources.** | We request addition of this standard disclaimer for reliance on Third Party Resources that may be available to the Company while accessing the Services. Contractor will not be liable for any such content or features of the Third Party Resources. | To be guided as per relevant tender clauses |
| 229 | 12.3 7 (New Clause) | Purchas er access to Services | Please add the new clause below: | We request addition of the first sub-clause to detail out the obligations of the Contractor with regard to the services and also to detail the applicable terms and conditions. | To be guided as per relevant tender clauses |

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| | | | 1. Subject to the terms of the Contract (and any specific and additional terms of use applicable to a specific product or service offered through the Services available at: https://www.software.slb.com/schlumberger-online-services-service-specific-terms incorporated hereto by reference), Contractor hereby grants to Purchaser a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Services during the term solely by Authorized Users for Purchaser's internal business purposes. | Purchaser has the sole control over the authorized users accordingly, the purchaser should be liable for their acts and omissions. Hence, we request addition of the second sub-clause. | |
| | | | **2. Purchaser shall be responsible and liable for the acts and omissions of its Authorized Users, including any unauthorized access by third parties caused by Purchaser's or its Authorized Users' loss or disclosure of account credentials or passwords.** | The service may include software and other items which may have different applicable terms. Hence, we request addition of sub-clause 3. | |
| | | | **3. The Services may include data, products and/or services to which separate license terms apply and that require acceptance by the Company and/or an Authorized User.** | | |
| | | | **4. Contractor will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Contractor by Purchaser in connection with the Services, or any actions taken by Contractor at Purchaser 's direction.** | | |
| 230 | 12.31 (New Clause) | Obligations | Please add this clause below:<br>**1. Contractor Obligations**<br>**1.1. Contractor will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under an Agreement.** | We request addition of this clause which details out the obligations and responsibilities of both parties. This clause is important considering the nature of the scope of work. | To be guided as per relevant tender clauses |

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| | | | **1.2. Certain Contractor software may be required to be installed on Authorized Users' devices in order to enable their access to or use of Services. Purchaser may install and use such software only for use in conjunction with the relevant Services.** | | |
| | | | **Purchaser's right to use the software begins when the relevant Services comes into effect and ends when Purchaser's right to use the relevant Services expires. On expiry of Purchaser's right to use the relevant Services, Purchaser must uninstall and delete the software.** | | |
| | | | **1.3. Contractor will provide the Services in accordance with each Agreement.** | | |
| | | | **1.4. In addition to any obligations under any service level agreement, Contractor will use commercially reasonable efforts to make available the Services to the Purchaser, except for required maintenance periods.** | | |
| | | | **2. Purchaser Obligations** | | |
| | | | **2.1. All accounts and Authorized User access must be kept secure and confidential.** | | |
| | | | **2.2. Purchaser must promptly notify Contractor and maintain as confidential any information about: (i) possible Security Incident caused by the act or omission of Purchaser and/or an Authorized User; (ii) any security vulnerability of the Services discovered by Purchaser and/or an Authorised User; and/or (iii) suspected misuse of the Services by Purchaser and/or an Authorized User.** | | |

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| | | | **2.3. Purchaser must retain a copy of all Purchaser Data separate from the Services.** | | |
| | | | **2.4. Purchaser must procure, maintain, and secure the network connections and telecommunications it uses to access the Services.** | | |
| | | | **2.5. Neither Purchaser nor any Authorized Users:** | | |
| | | | **2.5.1. will use the Services: to violate the rights of others (including other Contractor's customers or subcontractors using the services); to stalk, harass, threaten or harm another; to pretend to be any person or entity they are not; to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libellous, defamatory, disparaging, pornographic, obscene, or otherwise illegal; to plan or engage in any illegal activity or cause harm to any person or property; to gather or store Personal Data of any other user or customer of the Services; to gain or try to gain unauthorized access to or disrupt any service, device, data, account, or network; to distribute malicious software; or otherwise in a way that could harm the Services, or impair anyone else's use of same;** <br> **2.5.2. will copy, re-engineer, reverse engineer, or decompile the Services (to the extent the same cannot be restricted by law) or infringe or copy Contractor code or content or the design of the Services;** | | |

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| | | | 2.5.3. will perform any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Services or introduce any virus or malicious software or | | |
| | | | similar into the Services; | | |
| | | | 2.5.4. will introduce into the Services or otherwise provide to Contractor any third party data and/or software or use the Services in any manner that could impose Third Party License Terms on Contractor; or | | |
| | | | 2.5.5. will reproduce, distribute, sell, or resell any Services in any manner or for any purpose. | | |
| 231. | 12.3 1 (Ne w Cla use) | Data Privacy and Security | Please add the clause below:<br><br>1. Contractor provides the Services consistent with its Privacy Statement (http://www.slb.com/about/privacy.aspx), all Applicable Data Protection laws, and the applicable security framework incorporated by reference hereto. | | To be guided as per relevant tender clauses |
| | | | 2. If there is a Security Incident affecting Purchaser Data: | | |
| | | | 2.1. Contractor will notify Purchaser about the Security Incident without undue delay upon becoming aware; | | |
| | | | 2.2. Contractor may immediately suspend the Services, or Authorized Users' access without notice and for as long as Contractor, acting reasonably, deems necessary; and | | |

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| | | | **2.3. Contractor may adjust Purchaser's fees to account for an interruption to the Services, provided that the Security Incident was unrelated to Purchaser Group's or Authorized Users' acts or omissions** | | |
| 232 | 12.3 1 (Ne w Cla use) | Purchas er Represe ntations and Warrant ies | Please add the clause below: Please add the clause below: **1. Purchaser represents and warrants to Contractor that: 1.1. all information about Purchaser and Authorized Users provided by Purchaser or Authorized Users is accurate and current; 1.2. Purchaser and/or Authorized Users are not barred from using the Services under the laws of the United States, United Kingdom, or any other applicable jurisdiction, including the countries Authorized Users (i) are citizens, (ii) reside, or (iii) access the Services; 1.3. Purchaser has all necessary licenses, consents, and permissions for all Purchaser Data and Personal Data to be provided to and hosted through the Services, including any transmission, maintenance, and/or storage of Purchaser Data and Personal Data in locations around the world in accordance with section 7.4 of these T/C's; and 1.4.Customer Data does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations**. | The model developed by Contractor will be used by third parties. DGH will have the data and information of these third parties. Accordingly, we request addition of the representations from DGH with regard to the third parties who will have access to the services. The service involves SaaS model, accordingly, we request addition of the clause on disclaimer from warranties. | To be guided as per relevant tender clauses |

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| | | | **2. Disclaimer of Warranties.**<br>**2.1. Except as agreed elsewhere in this Contract, to the fullest extent permitted by applicable law Contractor disclaims and excludes all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute, regulations, directives, or common law, including:**<br>**2.1.1. all warranties or conditions of quality, merchantability, non-infringement, fitness for a particular purpose, and all warranties that may arise from course of dealing, course of performance, or usage of trade;**<br>**2.1.2. that the use or access to the Services will be timely, uninterrupted, error-free, complete, secure, or will meet Purchaser requirements or expectations;**<br>**2.1.3. that information or interpretations obtained or derived from the Services are accurate, complete or reliable;**<br>**2.1.4. that the Services will be free from loss, corruption, attack, malicious code, interference, hacking, or other intrusion; and**<br>**2.1.5. any use of the Services contrary to Contractor's documentation, or modification, alteration, or**<br>**interface with the Services by anyone other than Contractor.** | | |

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| 233 | 12.31 (New Clause) | Survival | Please add the clause below:<br>The following sections survive the termination or expiry of the Agreement: Clause 12.1 (Interpretation), 12.31 (Data Liability), 12.31 (Data Privacy and Security), 12.33 (Compliance with Laws), 12.14 (Intellectual Proprietary Rights), 12.18 (Confidentiality), 12.31 (Representations and Warranties), 12.35 (Indemnification by Purchaser), 12.25 (Limitation of the Bidder's Liability towards the Purchaser) and 12.31 (Survival). | We request addition of this clause on survival which details out the clauses which would survive the termination or expiry of the contract | To be guided as per relevant tender clauses |
| 234 | 14 | Project Timelines | Please delete the clause below:<br>If the Contractor fails to (i) complete initial mobilization within 20 weeks of the stipulated date OR (ii) complete Go-Live within 20 weeks of the stipulated date, then the purchaser reserves the right to terminate the Contract without any compensation whatsoever. | In case of delay in project timelines, DGH has the right to levy LD. Accordingly, we request deletion of this right for termination of the contract for delay in Go-Live. | To be guided as per relevant tender clauses |

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| 235 | 16.1.3 | Template 3: Non-Disclosure Agreement | Please amend the clause as below: 2. The Information will only be disclosed to those employees and Affiliates of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees and Affiliates to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter. 5.7. For the purposes of this Agreement, "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). | We request the first change since we may need to disclose information to our Affiliates for the purpose of this contract. We request the second addition to make the NDA time bound. | To be guided as per relevant tender clauses |

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| | | | **9. If the Tender is awarded to the Bidder, then this Agreement shall be valid for two (2) years beyond the term of the contract awarded to the Bidder. In case the Tender is not awarded to the Bidder, this Agreement shall be valid for two (2) years beyond the date of award of the Tender to the successful Bidder. 10. Notwithstanding anything contained herein to the contrary, neither Party will be liable for any claim initiated by one against the other for any special, indirect, consequential damages resulting from or arising out of this Agreement, including without limitation, loss or delay in production, loss of profit or anticipated profits or revenue, business interruptions, however the same may be caused.** | The third addition is required to negate liability for consequential losses. | To be guided as per relevant tender clauses |

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| 236 | 16.2.2 | Form PQ9: Borrowing | **AGREEMENT BETWEEN BIDDER THEIR CO-SUBSIDIARY COMPANY AND THE COMMON/PARENT ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE CO-SUBSIDIARY**<br>This agreement made this [•] by and between [•], a company incorporated in India with its registered office at [•], hereinafter referred to as "Bidder" of the first part; and<br>[•], a company registered under the laws of [•] with its registered office at [•], herein after referred to as "Co-subsidiary" of the second part; and<br>[•], a company duly organized and existing under the laws of [•], having its Registered Office at [•], hereinafter referred to as "Holding Company" of the third part.<br>WHEREAS<br>Director General of Hydrocarbons (hereinafter referred to as DGH) has invited offers vide their **Tender No.** [•] **for** [•]; and<br>[•], intends to bid against the said tender and desires to have a technical support of [•]; and<br>Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.<br>Now, it is hereby agreed to by and between all the three parties as follows:<br>1.    [•], will submit an offer to DGH for the full scope of work as envisaged in the tender document.<br>2.    [•] undertakes to provide technical support and expertise and expert manpower, material, if any,  to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the  Bidder.<br>3.    This agreement will remain valid till validity of | We request addition of this format of Agreement between Bidding entity, Supporting entity and the ultimate controlling entity in case the Bidder borrows experience from a co-subsidiary. | To be guided as per relevant tender clauses |

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| | | | Bidder's offer to DGH including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by DGH to the Bidder.<br>4.    Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by DGH, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to DGH and duly perform the obligations of the Bidder/Contractor to the satisfaction of DGH.<br>5.    The Holding Company also confirms and undertakes that the commitment made by the Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.<br>6.    The Holding Company also takes full responsibility in getting the contract executed through the Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.<br>7.    In witness whereof the parties hereto have executed this agreement on the date mentioned above.<br>1. For and on behalf of Bidder<br>Sign:<br>Name:<br>Designation:<br>Witness<br>1)<br>2)<br><br>2. For and on behalf of Co-subsidiary Company<br>Sign:<br>Name:<br>Designation:<br>Witness<br>1) | | |

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| | | | 2)<br><br>3. For and on behalf of Holding Company<br>Sign:<br>Name:<br>Designation:<br>Witness<br>1)<br>2) | | |

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| 236 (a) | Table – 5: Technical Qualification Criteria (TQC) | **Note** | Please add the following note: <br> **(e) In case the Bidder (including individual consortium members) claims inability to share the contract document on account of signing of confidentially with the client, Bidder shall provide a duly notarized affidavit regarding the same, on nonjudicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. In case of involvement of oversees Bidder, the affidavit should be notarized/ endorsed by the Indian embassy of the country. Bidder shall also provide a client certification as proof of experience along with Client Name/ Email Address/Contact no. / designation etc.** | Pursuant to the PQC if the Bidder is unable to share contract copies due to confidentiality issues, Bidder can submit client certification as proof of experience. Additionally, Bidder has to submit a notarized affidavit regarding inability to share the contract copies due to confidentiality issues on Rs.100 stamp paper (for Indian Bidders). <br> In this regard, we humbly request DGH to please add this note to maintain consistency between the document requirement under PQC and the TQC. | Please refer updated Note to Table 5 |
| 237 | 4.1 | About DGH National Data Repository | a. Petro bank package for 9 users includes – MDS Base, Post Stack Seismic, Pre Stack Seismic, Well Log, Prod Server, Arch Server, Power Explorer, TWS, Recall ProSource and ProSource Web Components, Version 5000.8.3.12, OEM: Landmark Halliburton | 1. What is the use of Recall ProSource and ProSource Web components in NDR 1.0? <br> 2. Are these licenses available with DGH? | Please refer updated clause 4.1 (a) |

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| 238 | 6.2.2 | Technical Evaluation Criteria | Table5; Point 2. Number of Client Installations where the offered* Seismic Data Management Application Software has been supplied and commissioned, in last 10 years, as on last date of bid submission.<br>– Minimum 2 No.: 10 Marks<br>– 3 Nos or more : 13 Marks | 1. Are the client installations done on Seismic data management Application by different entities of Slb acceptable?<br>2. What are the other supporting documents required to be submitted? | 1. Please refer 6.2.2 Note Point (a)<br><br>Please refer updated clause 6.2.2, Table 5 (2) regarding document requirement |
| 239 | 6.2.2 | Technical Evaluation Criteria | Table5; Point 3. Number of National Data Repository (NDR) where the offered* Seismic Data Management Application Software has been supplied and commissioned in last 10 years, as on last date of bid submission.<br>– 1 (One) Project : 5 Marks<br>– 2 (Two) Projects or more : 10 Marks | 1.What are the other supporting documents required to be submitted for showcasing the second NDR experience? | Please refer updated clause 6.2.2, Table 5 (3) regarding document requirement |
| 240 | 6.2.2 | Technical Evaluation Criteria | Table5; Point 4. Experience of managing National Data Repository (NDR) having Seismic data, in last 10 years, as on last date of bid submission.<br>– Minimum 1 No.: 5 Marks<br>– 2 Nos. or more: 10 Marks | 1. Does managing NDR include only operation & maintenance part of the NDR scope in last 10 years irrespective of the year of NDR installation and commissioning? | Please refer to RFP<br><br>Please refer updated clause 6.2.2, Table 5 (4) regarding document requirement |

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| 241 | 6.2.2 | Technical Evaluation Criteria | Table5; Point 5. Licensing Model:<br>a) Seismic data management solution offered<br>– No User restrictions: 2.5 Marks<br>b) Well data management solution offered:<br>– No User restrictions: 2.5 Marks | 1.If a bundle license-based model is provided to the user such that it entails to all user access as and when required by customer, will that be qualified under "No User restrictions"?<br>2.Will any additional users apart from the requested number of concurrent users be billed to DGH when max user licenses provided is breach? | 1. No<br>2. No |
| 242 | 6.2.2 | Technical Evaluation Criteria | Table5; Point 6. Application Architecture of the offered NDR Application Software:<br>– Developed on OSDU compatible platform: 5 Marks | 3.Please change this to "application should have the capability to transfer data into OSDU platform". | Please refer updated clause 6.2.2 Table 5 (6) |
| 243 | 6.2.2 | Technical Evaluation Criteria | Table 5; Point 7. NDR Application Software solution offered by the Bidder<br>– Includes full G&G Interpretation and visualisation capabilities: 5 Marks.<br>– Includes AI/ML tool for Seismic and Well data analytics and data insights: 5 Marks | 1.Please include only "subsurface data management tool visualization capabilities".<br><br>As per 13.18. Responsibility of the Purchaser; Point 8. "Provide Licenses for G&G applications required to be hosted in Virtual Data Rooms and Physical Data Rooms, including support from application OEM (if required) in connection with creation of VDI template."<br>Since DGH has mentioned to provide license for application with full G&G interpretation capability. Please remove " full G&G Interpretation".<br><br>2.Please replace "includes AI/ML tool" to "has the tool or features to enable AI/ML workflow" | 1. No Change<br><br>2. Please refer updated clause 6.2.2 Table 5 (7) |

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| 245 | 6.2.2 | Technical Evaluation Criteria | Table 5; Point 8. Experience of Geological & Geophysical (G&G) data management in an NDR, in last 10 years, as on last date of bid submission.<br>– Post stack Seismic data > 50 TB: 3 Marks<br>– Raw/Pre-Stack Seismic data through application > 4 PB: 3 Marks<br>– Number of Wells > 12000: 4 Marks<br>Note:<br>(a) Data type managed (Viz. Post stack seismic/Pre-Stack seismic/Well) can be across single or different NDRs.<br>(b) Summation of individual data type (Viz. Post stack seismic/Pre-Stack seismic/Well) handled across different NDRs will not be allowed. | Suppose, if we have 30 TB post stack seismic, 2 TB pre stack seismic, 6000 wells in NDR 1 and 30 TB post stack seismic, 3 TB pre stack seismic, 7000 wells in NDR2.<br>will the total volume criteria be qualified?<br>If otherwise please explain with example. | No.<br>Example as under:<br>If bidder has managed:<br>i.     > 50 TB Post stack seismic data in NDR A<br>ii.    > 4 PB of Raw/Pre-Stack seismic data through application in NDR B<br>iii.    > 12000 wells in NDR C<br>Bidder will get full marks (3+3+4). |

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| 246 | 6.2.2 | Technical Evaluation Criteria | Table 5: Point 9 - Presentation: Understanding of existing NDR | 1.Please provide Application entity relationship diagram for existing NDR application. 2.Please provide Existing NDR data flow diagram for online and offline data received. 3.Please provide Current NDR 1.0 deployment architecture. 4.Please provide Physical asset management dataflow in NDR 1.0. 5. Please provide Existing IT hardware list provided by current contractor. 6.Please confirm the version of Oracle Database of the current NDR 1.0 7. Please confirm the OS (Operating system) version on which Petrobank, recall and Oracle database are currently running. 8.Configuration of current servers on which NDR1.0 is running | Please refer attachment to amendment list |
| 247 | 7.4 | Helpdesk & SLA monitoring tool | Application contractor will be responsible for SLAs and resolution of Tickets which are covered under his scope of work. | As per our interpretation, "Application contractor shall be responsible for creation of tickets and resolution that are be under their scope of work. Ticket creation, monitoring & resolution for tasks outside SOW of application contractor shall be looked after responsible parties. An access to the Helpdesk & SLA monitoring shall be provided to requested vendors as per DGH approval." Is this understanding, correct? If not, please provide correction in this statement. | Yes |

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| 248 | 7.4 | Helpdesk & SLA monitoring tool | 2. The application contractor shall be responsible for the proper functioning of the Tool and shall provide all necessary assistance to the other service providers of NDR 2.0 for ensuring proper integration with the common Helpdesk & SLA Monitoring Tool. | As per our interpretation, Ticket creation, monitoring & resolution for tasks outside SOW of application contractor shall be looked after responsible parties. An access to the Helpdesk & SLA monitoring shall be provided to requested vendors as per DGH approval." Is this understanding, correct? If not, please provide correction in this statement. | Yes |
| 249 | 12.8 | Bidder's Obligations | 3. The Bidder shall arrange at the Data Centre site, at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract. | As per 13.18. Responsibility of the Purchaser Point 3 "Provide, Install and commission all On-Premises IT hardware, including OS/networking system/NGFW at DGH Noida and Bhubaneswar." Since these comes under IT hardware, it must be excluded from bidders' obligation. | Please refer updated clause 13.18 |
| 250 | 12.8 | Bidder's Obligations | 4. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues. | As per our interpretation, bidder shall follow the RACI matrix and be responsible for coordination efforts and Vendors under its SOW. Is this understanding, correct? If not, please provide correction in this statement. | Yes |
| 251 | 13.2 | Broad Scope of Activities | 2. Contractor shall provide all necessary assistance, as may be required by the purchaser to migrate the application stack and data to another CSP during the tenure of this contract, should a need arise. This service by the contractor shall be at no additional cost to the purchaser (i.e. the NDR 2.0 contractor shall not charge purchaser on account of this) | Post Go-live, in case any CSP change is done, then DGH would be charged for additional fees related to application deployment, migration, and related integration of tools and DB's. Please provide confirmed list of latest Meity empanelled CSPs. | Please refer updated clause 13.2 (2) |

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| 252 | 13.2 | Broad Scope of Activities | 4. Bidder may upgrade and use the existing NDR 1.0 licenses if they so desire, however, all functionalities as required as per Scope of Work of this RFP document and Terms and conditions governing Licences shall have to be complied to. Further, in this case necessary service by way of Updates, Upgrades, Support Services and AMC, for the full duration of the contract shall have to be arranged by the Bidder for the application software | Existing license for NDR 1.0 can't be used for NDR 2.0 as it will be advantageous to the incumbent bidder. Please remove. | To be guided as per relevant tender clauses |
| 253 | 13.2 | Broad Scope of Activities | 7. Deploy and customise an efficient, feature-rich, easy-to-use GIS based web portal to enable end users to quickly search, visualize & retrieve requisite data ~~with quick look interpretation features.~~ | Please remove "with quick look interpretation features". | To be guided as per relevant tender clauses |
| 254 | 13.2 | Broad Scope of Activities | 9. Supply and installation of Seismic Data editing, QC and Management application for data submitted (Online, Tape and disk media) | As per our understanding, Seismic metadata editing, QC and management application for data submitted would be done. Is this understanding, correct? If not, please provide correction in this statement. | Please refer to detailed features mentioned in Clause 13.5.16 |
| 255 | 13.2 | Broad Scope of Activities | 10. Supply and installation of well Data editing, QC and Management application for data submitted (Online, Tape and disk media) | As per our understanding, well metadata editing, QC and management application for data submitted would be done. Is this understanding correct? If not, please provide correction in this statement. | yes |

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| 256 | 13.2 | Broad Scope of Activities | 11. Should support CSP Managed Content Delivery Network (CDN) Service. User configurable customization, as per NDR 2.0 requirements, should be available for optimum use of the CDN services for data delivery. | Content delivery mechanism of the vendor Solution is part of the proprietary system and is unique to each solution deployed. Therefore, CSP Managed CDN must be removed. | Please refer updated clause 13.2 (11) |
| 257 | 13.2 | Broad Scope of Activities | 29. Provide support at any time (24 hours a day, 7 days a week) via all possible modes including phone, chat, and email support to the purchaser and its System Integrator for provisioning and configuring cloud resources. | This clause should fall under cloud service provider tender and should not be part of application vendor as cloud provisioning and configuring for resource allocations is outside of SOW. Please clarify. | Support of bidder is required |
| 258 | 13.3.1 | Business model | 4. Cloud IT infrastructure, Cloud Security Systems, On-Premises IT infrastructure (with OS software) at DGH, Noida and DGH, Bhubaneswar and Lease line connectivity with CSP data centre, shall be provided by the purchaser for which a separate tender is being published. | 1.what is the on-prem IT hardware provided by purchaser? 2. what are the operations that would be performed in Bhubaneswar for NDR 2.0? 3.who will perform any daily operations needed at Bhubaneswar office? | 1. End user equipment like thin client, workstations, NAS storage etc. 2. NDR 2.0 user access for DGH and other personnels. 3. DGH will take care. |
| 259 | 13.4.1 | Data Category | All E&P data currently held by Operators including NOCs, DGH and/or agencies like GSI, NIO, SOI, NGRI and other institutions can be broadly categorized as follows | Since this is an NDR for oil E&P data, any such data received from E&P operators and companies should be the part of SOW. Any other dataset received is outside NDR Scope. | Please refer to clause 13.4.2 for Scope of data to be held in NDR 2.0 |
| 260 | 13.4.5 | Data Disclosure Timeline | Note (b) 'xx' is the timeline which shall be decided at the time of implementation. These timelines may be revised with any revision in the NDR Policy. | Please provide a minimum base timeline for all datasets which should be based on the volume of dataset provided. | It will be as per prevailing NDR policy from time to time. |

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| 261 | 13.4.5 | Data Disclosure Timeline | Note (c) All registered users can view the data hosted in the portal irrespective of the discloser timeline, as soon as the same is made available. | Pg 93, 13.4.5 Data disclosure timeline; Note (b) " 'xx' is the timeline which shall be decided at the time of implementation. These timelines may be revised with any revision in the NDR Policy." seems to contradict disclosure timelines given., Please specify what does DGH mean by "All registered users can view the data hosted in the portal irrespective of the discloser timeline, as soon as the same is made available." | User should be able to view all the data, but data downloading to be allowed after data disclosure timelines. |
| 262 | 13.4.4 | Data Attributes of NDR data | Following data attributes and QA/QC formats (but not limited to) of different data types, which must be included in the proposed list of data header attributes QA/QC formats, | It is assumed that the mentioned QA/QC formats/attributes has been followed and complied while loading data in NDR 1.0. During migration of data from NDR 1.0 to NDR 2.0, no additional QC would be done.<br><br>Please define additional datatype QA/QC formats (if any). As per our understanding, these QA/QC formats/attributes would be used for data loading for new data coming into NDR 2.0 and needs to be entered by the customers uploading data. Is this understanding correct? If not, please provide correction in this statement. | Bidder has to do Quality Check (QC) for ensuring Data consistency with the existing data of NDR 1.0.<br><br>Bidder has to propose QA/QC formats for NDR 2.0 |
| 263 | 13.4.6 | Spatial data | Other approved cultural data (in an Access DB, or in GIS format) shall be provided by DGH for loading to NDR2.0 covering the following data types: | Where is the access DB hosted in NDR 1.0? As per our understanding, Once the Access DB data is loaded, access DB won't be used for NDR 2.0. | Access DB hosted on local workstation. Management of Access DB is |

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| | | | | | outside the scope of this RFP. |
| 264 | 13.4.6 | Spatial data | 6. The shape file provided by BISAG-N shall be uploaded in NDR | Does these shapefile already exist in NDR1.0 and needs to be migrated to NDR 2.0? What is the quantity, volume and type of dataset to be provided by BISAG-N post Go-live phase? How often is the dataset provided? | These shape files will be downloaded from their portal on need basis. |
| 265 | 13.4.7 | Physical Assets | 1. This information shall be bar coded and entered in a physical inventory system where the metadata describing the item and its storage location is registered. | It is assumed that purchaser would provide hardware & technology for barcoding. | Barcode scanner, printer and consumables will be provided by the purchaser. Also refer clause 13.5.7 and 13.18 |
| 266 | 13.4.9 | Media standards | DGH will be responsible for supplying readable input media, respective media drive and data. NDR shall be required to provide output on external hard disk and flash drive. In addition, plotted maps and printed reports in hard copy media shall be part of the output services provided by the NDR centre, the volume of such material is expected to be low. | Does "NDR" refer to contractor? Does "NDR centre" refer to another entity within DGH that would provide print outs as when required? Our understanding is that DGH will provide printers and plotters for getting output media as required. If not, please clarify. | Yes.<br><br>No, NDR centre is NDR 2.0 at DGH, Noida<br><br>DGH will provide printer and plotter and consumables. Refer Clause 13.18 |
| 267 | 13.5.1 | General | 7. NDR being a government repository needs to share data with other government organisations on need basis as well as on regular basis. | 1.What data sharing is being done from Application as part of NDR 1.0 which is expected to continue for NDR 2.0? | 1. Presently only shape files are being |

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| | | | This data sharing can be manual or directly between application to application. Solution should be flexible enough to consume/share the data between from/with other application preferably though API's. | 2. what is the frequency of data sharing expected? 3. It is assumed that DGH will provide media required for manual data delivery. 4. It is assumed that application has the readily available capability to enable data pull & push. If not, please clarify. 5. what are the applications with which integration is required? | shared. 2. Daily basis 3. Yes 4. Bidders is responsible for pull and push of data from its own application side. Pull and push at other side will be responsibility of other party. Necessary authorisation as required will be provided by DGH. 5. Presently with PM Gati Shakti and may be extended to other portals as per government guidelines. |

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| 268 | 13.5.1 | General | 8. DGH has developed In-house systems for managing Production data (PDMS), with Oracle as its database. The E&P operators directly feed data into the PDMS through web-based interface. Contractor is required to build API based interface for pulling the data from these systems on regular basis for showcasing necessary data in NDR Portal along with its own user interface to load the data. Any mapping of data attributes shall also be in contractor's scope of work. Necessary inputs as may be required will be provided by DGH. There should also be a mechanism in place for accepting data Pushed from the PDMS. Necessary permissions to access these applications shall be provided by DGH. Modification in the API interface shall have be carried out by the contractor, if required, during the tenure of the contract. | 1. can the bidder use other automated approach to pull data from PDMS or API interface is mandatory? 2. What are the data volumes, schema, data attributes present in PDMS? 3. What is the frequency of data pull into proposed solution is being expected from PDMS? | 1. API interface will be preferred. However, alternative equivalent interface may be built by bidder subject to data security. 2. Around 10 tables and total size is approx. 20 GB |
| 269 | 13.5.1 | General | 9. System should have option to generate invoice automatically as well as manually. All the legacy data related to existing invoices generated manually (in Excel format) by NDR since its inception i.e. June 2017 are also to be uploaded in the new Invoice Management system so as to get all invoice related statistics from a single point. | 1. what is the structure of excel sheet containing legacy invoice info? 2. What is the volume of this invoice data? 3. Is this currently added into NDR 1.0 deployment? | Please refer updated clause 13.5.1 (9)\n\n1. Sample invoice is attached 2. Around 800 invoices 3. These are offline invoices. |

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| 270 | 13.5.2 | Web Portal | 27. Security features like Geofencing, Geovelocity. | 1. Please define what security feature DGH is looking for with terms like geofencing & geovelocity. | a) Geofencing: The Web Portal should have features to define boundaries around real-world geographic areas and trigger notifications when users enter or exit these areas. b) Geovelocity: The Web Portal should have features to track and restrict fraudulent attempts to login to the portal by a user from a geographical location within a time window which is theoretically not possible when location of last login by the user is considered. |

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| 271 | 13.5.2 | Web Portal | 46. Web portal should not have any limitations on the number of concurrent users. | Please provide a maximum cap of users that can access web portal. | Presently as per BoM. However, application should have capability to handle increase in concurrent users. |
| 272 | 13.5.8 | Self Service Data Submission by E&P Operators | 4. While loading the data it should be tagged so that data disclosure timelines can be controlled as per prevailing NDR policy using this tagging. | What are the tagging types DGH is looking for? | To control disclosure of data as per table 9 |
| 273 | 13.6.7 | Services of Helpdesk | The contractor shall provide the services of an online (24x7) help desk (including help line number, email address) for raising service request/ tickets to report and to coordinate, status update of issues related to application, maintenance, security, performance for NDR 2.0. | As a dedicated NDR 2.0 helpdesk with resource working in 3 shifts (24X7) would they be part of operational manpower? If yes, please include this manpower in SOR as well. For this support DGH would require an additional manpower of minimum 5 resource. | Helpdesk is separate from operational manpower. It is required to attend the performance, breakdown etc. related issues. |

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| 274 | 13.6.9 | 13.6.9. Services Under Initial Data Migration | 1. All existing online geo-scientific and other dataset (loaded in the Petrobank Database and Recall Database), as on the date of LOA, in NDR 1.0, shall be migrated to the new NDR 2.0 Data repository installed by the contractor, after due RFP for Upgradation of National Data Repository of DGH on Cloud Platform Quality Check (QC) for ensuring Data consistency with the existing data of NDR 1.0. The migrated data shall be visible in NDR 2.0 web portal. | 1. Please confirm if data, database structure for the current NDR is encrypted? 2. DGH will provide access to the database relationship and table diagram for the current NDR 1.0. Please confirm the same. 3. Please confirm that DGH will provide access to a NDR 1.0 environment which would be an exact copy of NDR 1.0 production environment. If yes – in what form and which location will this replica be supplied? 4. Please confirm that DGH will provide all existing entitlements sheet for registered and internal users. DGH should also provide all current entitlement categories and its functioning for existing NDR 1.0 solution. | 1. No 2. DGH will only provide read access to the resources. Understanding table and their relationship is the responsibility of bidder. 3. Read Access to Live NDR 1.0 will be provided 4. Yes, will be provided during implementation phase. |

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| 275 | 13.6 .9 | 13.6.9. Services Under Initial Data Migratio n | 2. The approximate volume of on-line data in NDR 1.0 is around 95 TB, details of which is given below in Table – 10. However, this is indicative only and all online data, as on the date of LOA, shall be migrated as part of the initial data migration service. | 1. Please provide details on size of the current database. Extension wise Size count of the external data files are that sit outside the database. 2. Data migration would be done "as is". No extra attribute shall be added as part of data migration. Please confirm. 3. Please confirm that no customizations have been made to the current NDR 1.0 that would make the system non-compliant with the standard database model used by Petrobank. | 1. Current metadata database size: 200 GB Approx. Approximate Well data size: 4 TB, Approximate seismic data size: 92 TB. 2. Data migration would be done "as is". Extra attributes as detailed in SoW have to be added in NDR 2.0, however, populating values in additional attributes of data migrated from NDR 1.0 shall be part of O&M after Go-Live. 3. DGH does not have any information regarding this. |

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| 276 | 13.11 | Licenses | With regards to databases, it is clarified that purchaser shall only provide open source managed database services available with the purchaser's CSP. | Since this is a managed services contract its for the vendor to provide DB type. Since the application solution core functionalities are dependent on its propriety DB type & schema, managed database service clause hinders the application functionality. Please delete this. | Vendors have liberty to provide the necessary DB as per their application requirement. |
| 277 | 16.1.6 | Template 6 : Application Software Compatibility on cloud | We confirm that the offered Seismic and/or Well Data Repository Application Software (delete whichever is not applicable) ------------------------------------ (name(s) of the application software) is fully compatible for deployment on the MeitY empanelled Cloud Infrastructure being provisioned by Directorate General of Hydrocarbons for NDR 2.0, through a separate CSP Tender. | Since application infrastructure has been provisioned by CSP so this template is not valid for application provider, requesting to remove this template. | Please refer updated Template 6 |
| 278 | 16.3.4 | Form TQ4: Responsibility Matrix | Activity: Install, Customize, Troubleshoot and Resolve application issues (Troubleshooting and resolving issues related to G&G applications provide by the Purchaser is outside the scope) | 1. 1. Since application is hosted on cloud MSP/CSP it's a joint responsibility and accountability of application provider and CSP . therefore please change as below: Install, Customize, Troubleshoot and Resolve application issues (Troubleshooting and resolving issues related to G&G applications provide by the Purchaser is outside the scope) RA  - RA - C,I | To be guided as per relevant tender clauses |

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| 279 | 16.3.4 | Form TQ4: Responsibility Matrix | Integration Test R, A R,A C,I | Since application is hosted on cloud MSP/CSP it's a joint responsibility and accountability of application provider and CSP to do Integration Test. Therefore, please change as below: Integration Test R, A R,A C,I | As per RFP, It is clarified that, Any issues of Cloud Infra will be the responsibility of CSP/MSP selected through separate tender. Please refer RACI Matrix for conflict resolution |
| 280 | 13.5.15 | Gravity and Magnetic Data Processing, Interpretation, and Modelling: Specification; | 27. Should be capable of performing fast geophysical **cloud based forward modelling and inversion** with the ability to build and constrain models using supplementary geological, geophysical and geochemical information. | We understand that the complete software suite needs to be installed on the public cloud platform where NDR 2.0 will run. However, against the specification for forward modelling and inversion, especially the feature is asked for "cloud based". Please confirm if the entire software suite including the forward modelling and inversion feature need to be installed and available on the public cloud platform which is the same as where NDR 2.0 will be running or only the forward modelling and inversion feature is required on cloud and rest of the software to be installed on a local on-prem system. If the later, then please conform if the forward modelling and inversion feature is required to be made available on the same public cloud platform where NDR2.0 will be installed or on the software OEM's cloud platform which may be outside India region. | Gravity and Magnetic Data Processing application should be installed in the cloud and all features should be available therein. |