

**DIRECTORATE GENERAL OF HYDROCARBONS**

(Ministry of Petroleum & Natural Gas)

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CORRIGENDUM NO. 1

With reference to the open eTender/bid No. Legal-17/6/2024-DGH/C11064/ENQ/239 for “EMPANELMENT OF LAW FIRMS FOR A PERIOD OF THREE (3) YEARS for DGH, Noida”, a corrigendum is issued as under:

Sr. No.	Tender Clause & Document Location	In Lieu of	Shall be read as
1	Clause B.1 2.0 (ii) of BID REJECTION/EVALUATION CRITERIA of Annexure-II (Page no. 22)	Should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India. <i>A. In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association.</i> <i>B. In case of Partnership, duly signed and notarized copy of the partnership deed.</i> <i>C. In case of LLP/Company, copy of Incorporation certificate issued by Registrar of Companies.</i>	Should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India. * Any of the following documents must be furnished in support of above: A. In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association. B. In case of Partnership, duly signed and notarized copy of the partnership deed OR duly signed and notarized copy of certificate of registration issued by Registrar of firms. C. In case of LLP/Company, copy of Incorporation certificate issued by Registrar of Companies
2	Clause 28.8 of INSTRUCTIONS TO BIDDERS (Annexure-I) page no. 14	The Bid Security of unsuccessful Bidders will be returned on finalisation of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).	The Bid Security of unsuccessful Bidders will be returned on finalisation of the bid.
3	Integrity Pact Preamble Page no. 31	The Principal intends to award contract/s for “ENGAGEMENT OF EXPERT SERVICE PROVIDER FOR PREPARING TECHNICAL DOCKET FOR PROMOTION OF OALP BID	The Principal intends to award contract/s for “EMPANELMENT OF LAW FIRMS FOR A PERIOD OF THREE (3) YEARS for DGH, Noida”, under laid down organisational

		ROUNDS”, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.	procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.
4	Addition of new clause at Price Evaluation Criteria of Annexure-II (Page no. 24)	Please read new clause as C. (V)	Tie breaking clause - In cases where two or more bidders quote the same blended rate, in such cases, the bidder with the highest average annual turnover over the last three financial years will be considered the lowest and such bidder will be given preference for price matching or empanelment.

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

HOD (MM)
For Directorate General of Hydrocarbons

Reply to the Prebid Queries

Sl. No.	Participant	Page No. of Tender	Section No.	Section (Heading)	Clause description	Queries	DGH Reply
1	Dua Associates	13-14	Anenxure-I	Instructions to Bidders Clause	Clause 28	It is brought to the notice of DGH that in the previous tender of 2021 (Tender No. MM-14/4/2021-DGH/C5571/ENQ/207), there was no requirement of Bid Security. Other PSUs also do not insist on a bid security for law firms bidding for empanelment. In light of the same, can the deposit of the Bid Bond/Earnest Money (Rs. 40,000) be exempted?	No change
2	Dua Associates	14	Anenxure-I	Instructions to Bidders Clause	Clause 28.8	Whilst clause 28.8 of the Instructions to Bidders mentions the requirement of a Security Deposit/Performance Bond, Clause 14.0 of the General Conditions of Empanelment mentions that Performance Bond is "Not Applicable". Can it be clarified since even in the previous tender of 2021, a Performance Bond was not applicable.	Performance security is not applicable in this tender. Please refer clause 28.8 revised in the corrigendum no. 1.
	Dua Associates	40	Anenxure-VII	General Conditions of Empanelment	Clause 14.0		
3	Dua Associates	9	Annexure-I	-	Clause 9.7	Kindly confirm the applicable GST rate for the Price bid. In our knowledge, the applicable GST rate in this case is zero since DGH is exempted.	Applicable GST is zero, as on today, and the GST tab of Price schedule excel has already been frozen to 0%.
4	AZB and Partners	13	Annexure-I	Instructions to Bidders	Clause 28	Full Compliance: Not agreed. Proposed for : Removal of clause. Query: Considering this is a tender for empanelment of Law Firm, bid security should not be sought.	No change
5	AZB and Partners	22	-	Bid Rejection/ Evaluation Criteria	Clause 2.0	Full Compliance: Not agreed. Proposed for : Adding requirement of Firm Registration Certificate instead of Partnership Deed. Query: For point 2.0 (ii) & (iii), we usually submit certificate of registration of partnership firm. We kindly request for confirmation that the certificate of registration of partnership firm will be sufficient.	In case of Partnership, duly signed and notarized copy of the partnership deed and/or duly signed and notarized copy of certificate of registration issued by Registrar of firms may be submitted by Bidder
6	AZB and Partners	23	-	Bid Rejection/ Evaluation Criteria	Clause 2.0 (vi)	Full Compliance: Not agreed. Proposed for : Removal of condition. Query: Since Annexure III E-(ii) already provides for seeking prior conflict clearance before award of job, we kindly request for removal of this condition.	No Clarification required
7	AZB and Partners	25	Annexure – III (B).	Scope of Work and other terms and conditions	-	Full Compliance: Not agreed Proposed for : Removal of condition. Query: Since empanelment is for three years with firm rates, once the empanelment is over the rates would undergo an escalation even for continuing matters. Hence, we kindly request for removal of this condition.	No Clarification required
8	AZB and Partners	26	Annexure – III (F) (ii)	Scope of Work and other terms and conditions	-	Full Compliance: Not agreed Proposed for : Removal of condition. Query: Out-of-pocket expenses are usually payable at actuals upon production of invoices. We kindly request to remove the condition regarding decision of DGH.	No clarification required. Provision already provides that "Reasonable out of pocket expenses shall be reimbursed at actuals on production of documentary evidence. The decision of DGH shall be final and binding in this regard."
9	AZB and Partners	26	Annexure – III (F) (iii)	Scope of Work and other terms and conditions	-	Full Compliance: Not agreed Proposed for : Removal of condition. Query: For outstation visits, a cap of 8 hours may not be reasonable since work may exceed. We kindly request to remove this condition.	No Clarification required
10	AZB and Partners	-	Annexure – VI	Integrity Pact Preamble	-	Full Compliance: Typo Proposed for : May please correct the contract title "...preparing technical docket for promotion of OALP Bid Rounds" Query: NIL	Please refer the Integrity Pact Preamble revised at the corrigendum no. 1.

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11	AZB and Partners	43-44	Annexure – VII	General Conditions of Empanelment	Clause 21.8.3	Full Compliance: Not agreed Proposed for : Removal of condition. Query: We kindly request for removal of Holiday listing condition.	No change
12	Luthra and Luthra	6	Annexure -I	Instructions to Bidder	Clause 7.3.1	Full Compliance: Not agreed Proposed for : DGH to confirm, whether a power of attorney is mandatory or whether a letter of authorization signed by the managing partner of the Bidder would suffice as adequate proof for the authorized signatory.	The power of attorney or letter of authorization signed by Managing Partner or authorised Joint Partner is acceptable. This is clarified w.r.t. clause 7.3.1, 7.4, 7.14, Appendix 7 (para A.4)
13	Luthra and Luthra	11	Annexure -I	Instructions to Bidder	Clause 14.1	Full Compliance: Not agreed Proposed for : DGH to confirm, whether scanned copies of the bid documents are to be signed manually or digitally signed or both.	Bid document to be signed manually and uploaded in the portal digitally with digital signature
14	Luthra and Luthra	22	Annexure -II	Bid Rejection/ Evaluation Criteria	Section B.1 Clause 2 (ii)(B)	Full Compliance: Not agreed Proposed for : Since the Partnership Deed of a law firm is a confidential commercial document, DGH to kindly confirm, if submission of the same is necessary. If so, whether a redacted version of the same would be acceptable.	In case of Partnership, duly signed and notarized copy of the partnership deed and/or duly signed and notarized copy of certificate of registration issued by Registrar of firms may be submitted by Bidder
15	Luthra and Luthra	22	Annexure -II	Bid Rejection/ Evaluation Criteria	Section B.1 Clause 2(iv)	Full Compliance: Not agreed Proposed for : DGH to confirm, whether a duly signed confirmation letter by the client (issued on their letterhead), can be provided conveying the Bidders' representation in courts of law in India for the said client.	No clarification required. Tender terms already provide that Certificate/ Copy of the engagement letter / Work Order /Copy of order of the Court/ Tribunal reflecting name of the Bidder to that effect needs to be submitted as documentary evidence
16	Luthra and Luthra	22	Annexure -II	Bid Rejection/ Evaluation Criteria	Section B.1 Clause 2(iv)	Full Compliance: Not agreed Proposed for : Section 42-A of the Arbitration and Conciliation Act, 1996 mandates the confidentiality of the arbitral proceedings. DGH is requested to clarify whether the bidder may provide a brief of the arbitration proceedings, without disclosing the parties thereto, rather than producing the orders passed by the respective Arbitral Tribunal.	No clarification required
17	TriLegal	21	Appendix-7	List of Documents to be Uploaded/ Submitted along with Technical- Commercial Bid	"... 4. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only..."	As per point no. A.4. of Appendix 7 the Bidder is allowed to submit "any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only". In this regard, please clarify whether a general letter of authorisation, authorising the signatory to bind the Bidder would also suffice.	Yes, a general letter of authorisation (On letterhead in original or notarised in case of photocopy) authorising the signatory to bind the Bidder is acceptable.
18	TriLegal	22	Annexure-II	Bid Rejection / Evaluation Criteria	" 2.0 Eligibility and experience of the bidder:- ... (ii) Should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India *Any of the following documents must be furnished in support of above: A. In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association. B. In case of Partnership, duly signed and notarized copy of the partnership deed. C. In case of LLP/Company, copy of Incorporation certificate issued by Registrar of Companies...."	As per point no. 2(ii)(B) of Annexure-II, a partnership deed is required to be submitted in case of partnership firm. In this regard, we request you to kindly dispense with the requirement of submitting the partnership deed since the same is confidential in nature. In lieu of the same, we kindly request you to allow us to submit certificate of registration of firm issued by the High Court of Judicature at Bombay confirming the registration of the firm in India.	In case of Partnership, duly signed and notarized copy of the partnership deed and/or duly signed and notarized copy of certificate of registration issued by Registrar of firms may be submitted by Bidder

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19	TriLegal	22	Annexure-II	Bid Rejection / Evaluation Criteria	" 2.0 Eligibility and experience of the bidder:- ... (iii) Must be a registered entity in India having office /branch in Delhi /NCR for last two years (at least) as on the Bid closing date. * Copy of the certificate issued by Registrar of Companies OR the Registration Certificate issued by Bar Council OR Lease Deed/Utility Bill etc. may be furnished as documentary evidence...."	Please note that Trilegal is not a company / LLP. Therefore, certificate issued by Registrar of Companies cannot be obtained. Further, for Trilegal the Registration Certificate issued by the Bar Council from the High Court of Bombay. In view of this, please confirm whether the GST Certificate of the Bidder noting the primary place of business as Delhi, would suffice to meet this criteria.	No clarification required
20	TriLegal	22	Annexure-II	Bid Rejection / Evaluation Criteria	" 2.0 Eligibility and experience of the bidder:- ... (iv) Should have advised or appeared in the courts for or on behalf of Central /State Govt Organization/PSUs directly on the issues related to Oil & Gas Sector during the last five years as on Bid closing date. * Certificate/ Copy of the engagement letter / Work Order /Copy of order of the Court/ Tribunal reflecting name of the Bidder to that effect needs to be submitted as documentary evidence...."	Point no. 2.0 (iv) requires the Bidder to provide details of the matters advised or appeared in by them on behalf of Central /State Govt Organization/PSUs directly on the issues related to Oil & Gas Sector during the last five years along with the documentary evidence. However, the same does not provide the number of matters required to be submitted. Request you to please confirm the minimum number of matters required to be submitted for this criteria. Further, we note that the tender document does not provide any marking/scoring in respect of the eligibility criteria. Please confirm.	No clarification required
21	TriLegal	23	Annexure-II	Bid Rejection / Evaluation Criteria	" 2.0 Eligibility and experience of the bidder:- ... (v) Qualification and Experience of the Team members: Partner - LLM / LLB - Minimum 15 years of experience including at least 5 years of experience in a) Oil & Gas Sector and b). International & domestic commercial arbitration ..."	As per point no. 2(v) of Annexure-II the Partner is required to have at least 5 years of experience in a) Oil & Gas Sector and b). International & domestic commercial arbitration. Please note that 'Oil and Gas' and 'International & domestic commercial arbitration' are entirely different practice areas. Therefore, it would be challenging to identify a single Partner who satisfies the experience criteria in both aforementioned practice areas.. In view of the same, please clarify whether it would be possible to propose a team of multiple Partners who would collectively meet the criteria, i.e., one Partner meets the criteria for Oil and Gas and the other for 'International & domestic commercial arbitration'.	No clarification required
22	Argus Partners	-	Annexure-II and Appendix-6	Bid Rejection / Evaluation Criteria (qualification and Experience of the Team member)	Clause B.1-2(v)	Changes Suggested : please amend the Clause to reflect the following in the eligibility criteria for partner and Associate: Partner: LLM/LLB: Minimum 15 years of experience in (a) Oil & Gas Sector OR (b) International Commercial Arbitration Associate: LLM/LLB: Minimum 5 years of experience in (a) Oil & Gas Sector OR (b) International Commercial Arbitration. Should be working with the bidding law firm for at least one year as on Bid Closing date. *Self-certified copies of CV/Experience Certificate/Proof of appearance or any other relevant documents needs to be submitted in support of Qualification/ Work experience of Team members. Query remarks: Clause B.1-2(v) provides the eligibility criteria for the team members of the Bidder. In this regard, please note that: (a) for both the partners and the Associate, experience in both Oil & Gas Sector and International commercial Arbitration is required;	No clarification required

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23	Argus Partners	-	Annexure-I, 28 and Annexure VI	Integrity Pack Section 4(1)- Earnest Money Deposit/ Bid Security	-	<p>Changes suggested: please delete the EMD Clause.</p> <p>Query: We understand from the details provided in the salient features of the Tender, that there is a requirement for submission of an Earnest Money Deposit by the Bidders. Typically, tenders for empanelment for Law Firms/ Advocates/ professional Consultants do not have a require the submission of earnest Money deposit/Bid.</p> <p>We request you to kindly remove the requirement of submission of Earnest Money deposit/ Bid Security in line with current market practice.</p>	No change
24	Argus Partners	-	Annexure-7	List of Documents to be Uploded/ Submitted along with Technical- Commercial Bid A. (4) and B- Power of Attorney	-	<p>Changes suggested: Clairification.</p> <p>Query: We understand that the bidder is required a power of attorney or authorization, or any other documents consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only and that a notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However photocopy of such notarized true copy shall not be accepted.</p> <p>In this regard, we would like to clarify whether, in the event that the Bid document is signed by a Senior Partner (Equity) who provides a self-declaration on the Firm's letterhead confirming their authority to bind the Firm, the Bidder would still be required to submit a power of attorney in such a case ?</p>	The power of attorney or letter of authorization signed by Managing Partner or authorised Joint Partner is acceptable. This is clarified w.r.t. clause 7.3.1, 7.4, 7.14, Appendix 7 (para A.4)
25	Karnjewala and Co.	22	Annexure II (B) (b.1) (2.0) (i)	-	-	<p>Changes suggested:</p> <p>This is with reference to the tender document under Clause B (b.1) (2.0) (i) of Annexure II regarding the bid rejection/evaluation criteria, which stipulates that the bidding law firm must have an average annual turnover of at least INR 50 crores for the last three financial years (2020-21, 2021-22, and 2022-23).</p> <p>It is requested that the turnover criteria be revised to a lower threshold to ensure that reputed litigation firms are not excluded from the tender process</p> <p>Query:</p> <p>It is pertinent to highlight that leading litigation firms, including Karanjawala & Co. Advocates, are highly specialized in dispute resolution, commercial litigation, and related legal services. The prescribed turnover threshold of INR 50 crores is highly restrictive and may exclude well-qualified litigation firms that possess the requisite expertise, experience, and capability to undertake the scope of work envisaged under the tender.</p>	No clarification required
26	Karnjewala and Co.	22	Annexure II (B) (b.1) (2.0) (iv)	-	-	<p>Changes Suggested:</p> <p>This is with reference to the tender document under Clause B (b.1) (2.0) (iv) of Annexure II, which specifies that the bidder must have advised or appeared in the courts for or on behalf of Central/State Government Organizations/PSUs directly on issues related to the Oil & Gas sector within the last five years as of the bid closing date.</p> <p>It is proposed that this criteria be relaxed to be preferable and not mandatory.</p> <p>QUERY:</p> <p>We would like to respectfully highlight that Karanjawala & Advocates has extensive experience in representing high profile parties in complex high stakes matters at all levels and before various forums and this experience would align with the requirements of successfully representing the Central and State Government Organizations/PSUs at all levels.</p> <p>In light of this, we respectfully request your consideration for a relaxation or modification of this specific criterion to allow well-qualified firms, such as</p>	No clarification required

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27	Karnjewala and Co.	23	Annexure II (B) (b.1) (2.0) (v)	-	-	<p>Changes suggested: This is with reference to the tender document under Clause (B) (b.1) (2.0) (v) of Annexure II which delineates that a Partner should have minimum 15 years of experience including at least 5 years of experience in a) Oil & Gas Sector and b). International & domestic commercial arbitration, and an Associate must have minimum 5 years of experience including at least 2 years of experience in a) Oil & Gas Sector and b) International & Domestic commercial arbitration. This is to be accompanied with documents such as Self-Certified copies of CV/ Experience certificate/ Proof of appearance or any other relevant document needs to be submitted in support of Qualification/Work experience. It is requested that this criteria be relaxed to make experience in the Oil and Gas sector preferable rather than mandatory. QUERY: The extensive experience of Karanjawala & Company in successfully resolving complex issues in litigation before various forums and tribunals</p>	No clarification required
28	JSA Advocates & Solicitors	-	-	-	Clause 7.3.1.(a)	<p>MODIFICATION PROPOSED: We propose that authorization from the Managing and/or Joint Managing partner be included in the clause. QUERY: Please confirm that a letter of authorisation from one of our Joint Managing Partners authorising one of our partners to sign the bid can be submitted to fulfill this requirement.</p>	Yes, a letter of authorisation from Joint Managing Partners authorising one of the partners to sign the bid can be submitted to fulfill this requirement.
29	JSA Advocates & Solicitors	-	-	-	Clause 7.4(i)	<p>MODIFICATION PROPOSED: We propose that authorization from the Managing and/or Joint Managing partner be included in the clause. QUERY: For the requirement to submit the Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, offline in original, please confirm if the aforementioned letter of authorisation noted in Query 1 can be submitted.</p>	Please note tender clause 7.3.1(a) and 7.4(i) both are same.
30	JSA Advocates & Solicitors	-	-	-	Clause 13.2	<p>MODIFICATION PROPOSED: In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. QUERY: Please clarify if the bidder will be permitted to withdraw the bids in case of expiry of the bid validity. Further, kindly clarify whether the bidder will have discretion to extend the bid validity or not, in the event DGH requests for an extension.</p>	Extension of bid validity after its expiry is at discretion of bidder.
31	JSA Advocates & Solicitors	-	Annexure- II	-	Clause B1. 2(ii)	<p>MODIFICATION PROPOSED: In case of Partnership, duly signed and notarized copy of the partnership deed QUERY: Please clarify if the bidder is in the nature of a partnership firm, it can submit a self attested copy of the registration certificate issued under the Indian Partnership Act, 1932 or the first and last pages of the partnership deed instead of the complete copy of the entire partnership deed, as sharing of the entire partnership deed will be difficult due to reasons of confidentiality.</p>	In case of Partnership, duly signed and notarized copy of the partnership deed and/or duly signed and notarized copy of certificate of registration issued by Registrar of firms may be submitted by Bidder

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32	JSA Advocates & Solicitors	-	Annexure- II	-	Clause B1. 2(vi)	<p>MODIFICATION PROPOSED: Bidder(s) should not be associated directly or indirectly with rival contractor/agency or any person/entity against MoPNG (Exploration Division) in any disputes pending as on the Bid closing date. Moreover, in the event of Empanelment by DGH, the empaneled law firm shall not take any assignment against MoPNG (Exploration Division) during the entire empanelment period or handling of any matter, as applicable.</p> <p>QUERY: Please note that the firm advises various private entities in the Oil & Gas Sector against various counterparties including against DGH/MoPNG. At present, the firm is also advising certain private entities on issues where the counterparty will be DGH/MoPNG and these matters may get contentious in future. Further, considering that this will be an empanelment for a period of 3 years and assignments/engagements will be awarded to the empanelled law firms on the basis of financial bids, please consider allowing the bidder to run an internal conflict check and clear the same on a case to case or per job/engagement basis.</p>	No clarification required. Restriction is applicable only w.r.t Exploration Division of MOPNG
33	JSA Advocates & Solicitors	-	Annexure- II	-	Clause B2 C (iii) and (iv)	<p>MODIFICATION PROPOSED: On evaluation of the unpriced bids, the price bids of the techno-commercially acceptable bidders shall be opened. Price Bids will be evaluated based on quoted blended man-hour rate on lowest offer basis (L1). The L2 bidder, L3 bidder and L4 bidder in the order of their original quoted rate shall be asked to match the L-1 price and whosoever matches L-1 price shall be considered for engagement/empanelment at the L-1 rate for a period of 3 years. In case the L2/L3/L4 bidder denies matching L-1 price, the next Lowermost bidder say (L5), and so on, in the order of their original quoted rate shall be asked to match the L-1 rate. Accordingly, the sequential list in the order of their original quoted rate shall be maintained and 06 Law Firms with L-1 price shall be empaneled for 03 years.</p> <p>QUERY: Please clarify if none of the bidders agree to match the L1 rates, then the bidders bids would be considered, considering that the empanelment is for six law firms.</p>	No change. The firms will be empanelled only when the firm matches price with L 1 bidder.
34	JSA Advocates & Solicitors	-	Annexure- VI	-	Clause 10(3)	<p>MODIFICATION PROPOSED: 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.</p> <p>QUERY: Please confirm the requirement, i.e., if this agreement can be signed by the authorised signatory of the firm or is required to be signed by all partners of the firm</p>	Please note, if the Contractor is a partnership or a consortium, this agreement must be signed by all partners/ consortium members or persons authorised under POA.
35	JSA Advocates & Solicitors	-	Annexure- VII	-	Clause 19	<p>MODIFICATION PROPOSED : CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account</p> <p>QUERY: Please note that this clause in the present form seems to be applicable to a works contractor. Please clarify. Considering that the scope of work involves providing legal advisory services to DGH, please consider marking this entire provision i.e., Clause 19 as 'not applicable'.</p>	No change.