



**DIRECTORATE GENERAL OF HYDROCARBONS**

**INVITATION TO BID**

**INDIGENOUS OPEN e-TENDER**

**(Two bid system on CPPP Portal )**

**ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE  
ASSESSMENT STUDY (HRAS)**

**Tender NO. GL GP-12/1/2025-DGH /ENQ-242**

**Important Dates**

Notice Inviting Tender(NIT)	20.03.2025
Pre- Bid Meeting	03.04.2025
Bid Closing Date And Time	16.05.2025 & 14:00Hrs
Bid Opening Date And Time	19.05.2025 & 15:00Hrs
<b><u>For Price/Fianacial Bid</u></b>	
Opening Date And Time	To be notified later



## DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM AND NATURAL GAS, GOVERNMENT OF INDIA

DGH, OIBD Bhawan, Plot No. 2, Tower A, Sector 73, Noida, UP 201301

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ENQ No.: GL GP-12/1/2025-DGH /ENQ-242

Date.20.03.2025

### NOTICE INVITING TENDER

**1.0** The Director General, Directorate General of Hydrocarbons, Noida, invites OPEN e-tender for **ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS)** .

**2.0** Details of e-tender:

E-Tender No.	<b>GL GP-12/1/2025-DGH /ENQ-242</b>
Brief Description	ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS)
Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
Bid submission closing Date & Time	<b>16.05.2025 &amp; 14:00Hrs</b>
Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
Last Date of Receipt of queries for Pre-bid	<b>01.04.2025</b>
Pre-Bid Conference Date	<b>03.04.2025</b>
Pre-Bid Conference Venue	<b>DGH, OIBD Bhawan, Noida.</b>
Response to Pre- bid queries (if any)	To be notified later
Bid Opening Time, Date & Place	Techno-commercial bid opening : <b>19.05.2025 &amp; 15:00Hrs</b> Price bid: Opening time and date shall be intimated to technically qualified bidders.
Offer validity	120 days from bid closing date.

Earnest money Deposit/ Bid Security Amount:	<b>PROJECT SUBSET</b>	<b>Description</b>	<b>EMD Amount(₹)</b>
	A	CONVENTIONAL RESOURCES & UNCONVENTIONAL SHALES	₹ 2,00,00,000.00 ( Rupees Two Crore Only)
	B	UNCONVENTIONAL RESOURCES OF COAL-SEAM GAS AND GAS HYDRATE	₹ 10,00,000.00 (Rupees Ten Lacs Only)
In case Bidder is quoting for both Project Subsets A & B then they must submit EMD of combined amount of A&B.			
Performance Bank Guarantee (PBG):			
i. Amount	<ul style="list-style-type: none"> <li>• <b>Contractor(s) i.e. Successful Bidder(s) shall submit PBG for 3% of Total Contract value.</b></li> <li>• Additional PBG(s) by the Supporting Company(ies) is to be submitted as per PRE-QUALIFICATION CRITERIA (PQC) Annexure -III</li> </ul>		
ii. Validity	PBG(s) must be valid for 60 days beyond the completion of the project including Extension/Updates/Warranty period.		
Government Purchase Preference Policy(ies) :			
i. Public Procurement Policy for Micro and Small Enterprises (MSE)	Applicable. Refer tender clause 15.1 of Annexure I (Instructions to Bidders)		
ii. Public Procurement Policy for Make in India (MII)	Applicable. Refer tender clause 15.2 of Annexure I (Instructions to Bidders)		
Divisibility	Non divisible services within Subsets		
Relaxation of Norms for Statups regarding Prior Experience & Prior Turnover Criteria.	Not Applicable		

**3.0** The detailed e-tender document for the above is available at DGH's website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security declaration, documents, confirming the eligibility criteria, along with the other

documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

- 4.0 Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on above websites only. Hence, bidders may view the same regularly till the bid submission date.
- 5.0 All the documents in support of eligibility criteria are also to be uploaded along with Technical Bid. The tenderers are advised in their own interest to upload the scanned copies of the desired papers/documents with their bids failing which their bids may be declared nonresponsive.
- 6.0 The Directorate General of Hydrocarbons reserve the right to cancel the e-tender at any time/ stage or relax /amend/ withdraws any of the terms and conditions contained in the tender documents without assigning any reason thereof. Any enquiry, after uploading of the bid shall not be entertained. In case of withdrawal of bid, the EMD will stand forfeited.
- 7.0 Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission. DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.

**You are invited to submit your e-bid against the above tender.**

Thanking you,

Manager (Materials Management)  
For Directorate General of Hydrocarbon

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:** - Pre Qualification Criteria under **Annexure-III**.

**2.0 PRE BID CONFERENCE:**

In order to avoid clarification/confirmation after opening of bids, Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with DGH with regard to various tender provisions/tender specifications, before the bids are submitted.

The bidders who are in the business of providing similar Services/Goods as per tender requirement only shall be allowed to participate in Pre-Bid conference.

**2.1 Pre-bid queries**

1.The Bidders to submit their pre-bid queries so as to reach the email ID of the purchaser **romit.prasad@dghindia.gov.in** on or before the Date & time as mentioned in NIT.

2. Any requests for clarifications after the in indicated date and time may not be entertained by the purchaser.

3. The queries should necessarily be submitted in the format mentioned at **Annexure-4: Format for Pre-Bid Query submission**

**2.2 Pre Bid Meeting**

1. Pre-bid conference shall be held as per Tender schedule.

2. Bidders are requested to attend or may depute their authorized representative for pre-bid meeting. Maximum two representatives of a firm will be allowed to participate in Pre-Bid meeting

3. No change will be permissible after notification of pre-bid minutes

4. No reply in this regard Shall be sent to individual bidders.

**3.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**4.0 COST OF BIDDING**

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

**B. THE BIDDING DOCUMENT**

## **5.0 CONTENT OF BIDDING DOCUMENTS**

**5.1** The services/scope of supply required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

**Annexure-I : Instructions to Bidders** with following Appendices.

Appendix-1 : Bid submission proforma.

Appendix-2 : Proforma of Authorization Letter for Attending Pre Bid meeting/ Tender Opening.

Appendix-3 : Proforma Certificate on relatives of DG/Directors of DGH

Appendix-4 : Proforma for Pre Bid clarifications Sought by Bidders.

Appendix-5 : Proforma of Bank Guarantee towards Bid Security

Appendix-6 : Proforma of Bank Guarantee towards Performance Security

Appendix-6.1: Proforma of Bank Guarantee towards Performance Security by the Supporting Company of the bidding company

Appendix-7 : Undertaking / Declaration

Appendix-8 : Pre Contract Integrity Pact

Appendix-9 : Undertaking for Local Content

Appendix-10 : Undertaking for Local Content by Statutory Auditors

Appendix-11 : Self declaration for non-black listing

Appendix-12 : Undertaking for Limiting charges

**Annexure-II : General Terms & Conditions of Contract**

**Annexure-III: Bid Evaluation Criteria/ Scope of work/service/ pre-qualification (PQC) and technical qualification criteria(TQC) for both Project Subset A & Subset B**

**Annexure-IV : Bidder Unpriced Response Sheet for Project Subset A & Subset B**

**Annexure-V: E-Bidding Instructions to Bidders**

**5.2** The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

## **6.0 BID SECURITY:**

6.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 6.7. The amount of EMD to be submitted is Indicated in the NIT.

6.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department and Start Ups registered under Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion(DIPP), Ministry of Commerce, certified by Start-up Director/Partner are exempted from payment of Bid Security.

- a. Bidder submits the copy of valid registration certificate issued by any of the registration authorities as above or Udyam Registration or Udyog Aadhar Memorandum, as Micro or Small Enterprise.

b. Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner

6.3 Bidders not covered under Para 6.2 above must enclose with their offer ( in case of two bid systems, with techno-commercial bid) bid security. However, the bidder paying bid security via NEFT/RTGS/Electronic fund transfer shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

6.4 The Bid Security shall be acceptable in any of the following forms:

- i) Bank Draft/ Banker's Cheque in favour of DGH valid for 3 months from its date of issue.
- ii) Bank Guarantee in the prescribed format as per Appendix 5 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

The bidders will give Bank Guarantee from any of the following categories of Banks:

- (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.

OR

- (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

OR

- (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- iv) NEFT/RTGS/Electronic fund transfer to account of DGH as per following details:

Directorate General of Hydrocarbons  
Account No. 65191279625  
IFSC Code SBIN0050203  
Bank Name :State Bank of India  
Branch address : Shastri Bhawan, New Delhi

The bidder shall be required to submit/ upload (in case of e-tenders) the proof of successful payment of bid security amount to the designated account of DGH, and details of payment thereof with the offer (with techno-commercial bid in case of two bid system).

Bidders should note that acceptance of their offer is subject to remittance of Bid Security/EMD amount to designated account of DGH on or before due date and time of Tender closing. If required, DGH reserve right to obtain confirmation regarding date and time of credit of Bid Security/EMD amount to its account from concerned bank. The decision of DGH in this regard shall be final and binding on the bidder. In case amount has been credited to DGH's designated account after tender closing, such amount shall be refunded back to bidder within 10 days.

*In their own interest bidders submitting EMD/Bid Security via NEFT/RTGS/Electronic fund transfer are advised to complete the transaction atleast 24 hours before bid closing date.*

6.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

6.6 Subject to provisions in para 6.2 above, offers without Bid Security will be ignored.

6.7 The Bid Security shall be forfeited by DGH in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. DGH shall be entitled to demand and recover from bidder Liquidated damages amount plus GST thereon, by forfeiting the EMD/ Bid security(Bid Bond) as per section 4 of Integrity Pact.
- e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/ certificates/ information towards fulfilment of any of the tender/contract conditions.

6.8 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).

Note: The bid security received via NEFT/RTGS/Electronic fund transfer, shall be refunded/returned as per tender conditions, to the same account from which payment of bid security was made to DGH.

## **7.0 AMENDMENT OF BID DOCUMENT**

**7.1** At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

**7.2** The Addendum will be hoisted on DGH's website and GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid websites till the bid submission date to update themselves about modifications to the Bid documents, if any, in order to submit their offer accordingly.

**7.3** In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

## **C. PREPARATION OF BIDS**

### **8.0 SUBMISSION OF BID**

**8.1** The bidders shall submit the bids electronically and sign digitally.

**8.2** Tenders are invited online through Single stage and two envelope or bid systems. The first electronic envelope/bid is techno-commercial bid envelope and second electronic envelope is financial bid envelope.

**8.3** The bidder shall submit Techno-Commercial & Financial bids simultaneously .

**Note: Techno-Commercial bid will be evaluated first and thereafter financial bids of qualified bidders only shall be opened.**

**8.3.1** The techno-commercial bid electronic envelope will contain the follows:

- a. Scanned copy of the following original documents:
  - i. Bid Security/EMD
  - ii. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
  - iii. Integrity Pact
- b. Bid document (without indicating price in Price format/Price schedule/BOM/ BOQ) and corrigendum/addendum, if any.

**All the uploaded documents shall be digitally signed by the authorized signatory of the bidder.**

**8.3.2** The Financial bid electronic envelope will contain: Scheduled of Rate/Price Schedule.

**Note: Detailed instructions regarding online bid submission are available in Annexure-VI of Tender Document as "E-Tendering instructions to the bidders".**

**8.4** Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:

i) Bid Security/EMD

The envelope shall bear the name of the firm, Physical documents against e-Tender No. GL GP-12/1/2025-DGH /ENQ-242, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

**Note:** The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/delivered elsewhere or late.

**8.5** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the 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, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

**8.6** The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

**8.7** The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.

**8.8** The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

## **9.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:**

### **9.1 Advice to bidders for avoiding rejection of their offers:**

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH’s requirement may be rejected without seeking any clarification.

**9.2** Prevailing Government guidelines regarding Tender Fee /Bid Security /Performance Security / Purchase or Price Preference shall be applicable, provided the bidder submits necessary evidence for eligibility, along with the bid.

## **10.0 BID PRICES**

**10.1** The bidders shall indicate their prices only on the attached price schedule sheet.

**10.2** Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be

included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

**10.3** Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

**10.4** Bidders are not allowed to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

**10.5** Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

**10.5.1** Bidders may take note there would be NO customs duty exemption available for business tendered with DGH.

### **10.6 Income Tax Liability**

The bidder will have to bear all Income Tax liability both corporate and personal tax.

### **10.7 GST Liability:**

**10.7.1** The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

**10.7.2** The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.

**10.7.3** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.

**10.7.4** In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.

**10.7.5** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading: -

- a) DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

**10.7.6** The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.

**10.7.7** GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):

In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.

**10.7.8** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

**11.0 PAYMENT TERMS:** Refer Payment terms described at **Annexure-III**.

## **12.0 MODE OF PAYMENT**

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

## **13.0 VAGUE AND INDEFINITE EXPRESSIONS**

**13.1** Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

## **14.0 PERIOD OF VALIDITY OF BIDS**

**14.1** The Bid shall be valid for **120 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

**14.2** 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.

## **15.0 PURCHASE PREFERENCE POLICY(IES):**

### **15.1 Public Procurement Policy for Micro and Small Enterprises (MSE)**

i) From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

ii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

iii) The Policy is applicable to all the Central Government Ministries / Departments / CPSUs, irrespective of the volume and nature of procurement. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.

iv) To reduce transaction cost of doing business, MSEs are facilitated by providing them tender documents free of cost, exempting from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process.

However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where

procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

v) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments

to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.

vi) In tender, participating Micro and Small Enterprises (MSE) quoting price within price

band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

vii) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent [that is, 16 (sixteen) per cent out of 25 (twenty five) per cent] is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three percent earmarked to women entrepreneur will be met from other MSEs.. MSEs would be treated as owned by SC/ ST entrepreneurs:

a) In case of proprietary MSE, proprietor(s) shall be SC/ ST;

b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51%

(fifty-one percent) shares in the unit;

c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

viii) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

ix) Provisions such as seeking support from another company, wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and 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 requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions.

### **15.2 Procurement Preference to Make in India (MII)**

To encourage 'Make in India' and promote manufacturing and production of goods and

services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry,

Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

a) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.

c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

e) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

i) Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

a) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement

of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

ii) Purchase Preference

a) Subject to the provisions of the Order and to any specific instructions issued by the

Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**Verification of local content:**

a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier,' as the case may be. They shall also give details

of the location(s) at which the local value addition is made.

b) In cases of procurement for a value more than Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the

statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) The bidder shall give self-certification for local content in the quoted item (goods/ works/ services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required

to give local content certification duly certified by cost/ chartered accountant in practice.

For cases where it is not possible to provide certification by Cost/ Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within the limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d) Decisions on complaints relating to the implementation of this Order shall be made by the competent authority that is empowered to investigate procurement-related complaints relating to the procuring entity.

e) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on

a random basis and in the case of complaints.

f) Nodal Ministries and procuring entities may prescribe fees for such complaints.

g) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of

the General Financial Rules, for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The Department of Expenditure shall issue suitable instructions (please refer to para 3.7 of this manual) for the effective and

smooth operation of this process so that:

i) The fact and duration of debarment for violation of the Order by any procuring entity

are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii) On a periodical basis, such cases are consolidated, and a centralized list or decentralized list of such suppliers with the period of debarment is maintained and displayed on the website(s);

iii) With respect to procuring entities other than the one that has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

iv) A supplier who has been debarred by any procuring entity for violation of the Order

shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities in the manner prescribed above.

### **15.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.M. No. No. F.1/4/2021-PPD dated 18.05.2023):**

1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

<b>Category</b>	<b>Terminology</b>
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

2. 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 as under:

- a) **Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value.** Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

- b) **Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:** These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

- c) **If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:**

**c (a)** Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class- I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is (to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure-PP)*).

**c (b)** Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

**(i)** L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.

**(ii)** L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

**(iii)** If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

**A.** L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is awarded to L1.

**B.** L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

- d)** *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e)** Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

## **16.0 e-MAIL / e-BIDS CONTAINING SCANNED SIGNATURE:**

Bids received in email or e-bids with scanned signature will not be considered.

### **c. SUBMISSION AND OPENING OF BIDS**

## **17.0 SEALING AND MARKING OF BIDS.**

**17.1** Offers are to be submitted in electronically. The first electronic cover/envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

**17.2** DGH reserves the right to ignore any offer which fails to comply with the above instructions.

**17.3** DGH will not be held responsible for any loss or late received of e-bid due to server problem and others.

**17.4** DGH will not be held responsible for the loss of or for the delay in postal transit.

## **18.0 DEADLINE FOR SUBMISSION OF BIDS**

**18.1** The e-bid must be received by the DGH electronically not later than **1400 Hrs** (IST) on the notified date of closing of the tender. Required original documents, as mentioned at 8.4 of Annexure-I, must be reached before the tender closing date and hours at the following address:

**HOD (MM)**

**Directorate General of Hydrocarbons**

**OIDB Bhawan,**

**Tower A, Plot No.2, Sector-73,**

**NOIDA-201301**

Original documents sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs.** (IST) on the specified date. **Original documents received by post without proper superscription of Physical Documents against Tender number GL GP-12/1/2025-DGH /ENQ-242, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

## **19.0 LATE BIDS**

**19.1** Bidders are advised in their own interest to ensure that e-bid and required physical documents against tender must reach the specified office well before the closing date and time of the bid.

**19.2** Physical documents received after closing date and time of the bid, will be rejected and returned unopened.

## **20.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**20.1** No e-bid may be modified after the dead line for submission of bids.

## **21.0 OPENING OF BIDS**

**21.1** The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at

**Appendix- 2** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

**21.2** Price Bids of the technically qualified Bidders will be opened on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.

**21.3** In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

**d. EVALUATION OF BIDS**

**22.0 EVALUATION AND COMPARISON OF BIDS**

**22.1** Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at **Annexure-III**.

**23.0 UNSOLICITED POST TENDER MODIFICATIONS**

Unsolicited post-tender modification will lead to straight away rejection of the offer.

**24.0 EXAMINATION OF BID**

**24.1** The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**24.2 DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.**

**25.0 SPECIFICATIONS**

**25.1** The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

**e. AWARD OF CONTRACT**

**26.0 AWARD CRITERIA**

DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**27.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

**27.1** DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also

reserves to itself the right to accept any bid in part or split the order between two or more bidders.

## **28.0 NOTIFICATION OF AWARD (NOA)**

**28.1** Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

**28.2** The notification of award will constitute the formation of the contract.

**28.3** Upon the successful bidder's furnishing performance security, pursuant to clause 30, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

## **29.0 PERFORMANCE SECURITY:**

**29.1** Successful bidder shall submit the performance security, 03% of Total contract value with validity 02 months beyond the duration of contract, within 15 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix-6** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**29.2** The performance security specified above must be valid as per time period mentioned above at 29.1, to cover the performance and obligations indicated under General Terms & Conditions/contract. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

**29.3** The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

**29.4** The Performance Security will not accrue any interest during its period of validity or extended validity.

**29.5** The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company. The Format for PBG by Supporting Company/Ultimate controlling company is at as per Appendix-6.1

## **30.0 SUBMISSION OF FORGED DOCUMENTS:**

Bidders should note that DGH may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, DGH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

## **31.0 GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':**

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- 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. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- 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.
- 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) The *beneficial owner* for the purpose of (3) above will be as under:
  - (i) 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 (s), 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 shareholder's agreements or voting agreements;
  - (ii) 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;
  - (iii) 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;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (v) 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.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6) **CERTIFICATE REGARDING COMPLIANCE:**
- a) Bidders shall submit following certificate:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_(Name of bidder) fulfils all the requirement in this regard and is eligible to be considered against the tender.”*

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

- b) 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. Bidder shall submit the following certificate in this regard:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. \_\_\_\_\_(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”*

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has

extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

- 8) 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

### **32.0 SIGNING OF CONTRACT:**

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Terms & Conditions of Contract at **Annexure-II**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

\*\*\*\*\*

**BID SUBMISSION PERFORMA**

Tender No.....  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder's Address:  
Telephone No :  
FAX NO :

Directorate General of Hydrocarbons .  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.

Ref: Tender No. GL GP-12/1/2025-DGH /ENQ-242

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till **120 days from the date of closing of bid.**

2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.

3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-III**, and accepted the "General Terms and Conditions" at **Annexure-II** for providing services/work/job, and have thoroughly examined and complied with the Scope of Supply/Schedule of Rates etc at **Annexure-III/IV**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of the Bidder

\_\_\_\_\_

Name\_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

Dated

Signature of witness

**Note: This form should be returned along with offer duly signed.**

**AUTHORISATION LETTER FOR ATTENDING PRE BID MEETING/ TENDER OPENING.**

No.  
Date.....

To,  
The  
Directorate General of Hydrocarbons.  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301,India.

Subject: Tender No. GL GP-12/1/2025-DGH /ENQ-242 **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at ....., on my/our behalf.

Yours faithfully

Signature of Bidder

**PROFORMA CERTIFICATE ON RELATIVES OF DIRECTOR OF DGH**

Ref: Tender No. GL GP-12/1/2025-DGH /ENQ-242

This has reference to our proposed contract regarding ..... to be entered into with Directorate General of Hydrocarbons (DGH).

We certify that to the best of my/our knowledge:

- (i) I am not a relative of any DG / Director of DGH;
- (ii) We are not a firm in which a DG / Director of DGH or his relative is a partner;
- (iii) I am not a partner in a firm in which a DG / Director of DGH or his relative is a partner;
- (iv) We are not a private company in which a DG / Director of DGH is a Member or Director;
- (v) We are not a company in which DG / Directors of DGH hold more than 2 % of the paid-up share capital of our company or vice-versa.

**Authorised Signatory of  
The Contracting Party**

**Place...**

**Date...**

**PROFORMA FOR SUBMITTING PRE BID QUERIES**

Tender no: GL GP-12/1/2025-DGH /ENQ-242

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2				
3				

1. **Page Number** – Page Number of this Tender document 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.

**Proforma of Bank Guarantee towards Bid Security**

Ref. No..... Bank Guarantee No.....

Dated .....

To,  
Directorate General of Hydrocarbons  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, 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) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)\_\_\_\_\_ (Indian Rupees (in words)\_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)\_\_\_\_\_ registered under the laws of\_\_\_\_\_ having its head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand.  
Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued

5. This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which includes forty-five days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid

and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS NO. 1

-----

(Signature) (Signature)

Full name and official Full name, designation and address (in legible letters) official address (in legible letters) with Bank stamp.

Attorney as per Power of

Attorney No.....

Dated .....

WITNESS NO. 2

\_\_\_\_\_

(Signature)  
Full name and official  
address (in legible letters)

Notes: The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents



proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

**1.4** The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**1.5** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

**1.6** This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

**1.7** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

**1.8** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.

**1.9** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this ..... day of .....20\_\_ at .....

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
address (in legible letters)  
with Bank stamp

-----  
(Signature)  
Full name, designation and  
address (in legible letters)

Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature) Full name and official  
address (in legible letters)

**Appendix-6.1**

**Proforma of Bank Guarantee towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No. Bank Guarantee No. Dated.

To,  
Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.

Dear Sirs,

**1.1** In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between DGH and the CONTRACTOR and DGH having agreed that the 'SUPPORTING COMPANY' shall furnish to DGH a performance guarantee for Indian Rupees..... towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

**1.2** We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter

or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

**1.3** The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

**1.4** The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**1.5** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

**1.6** This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

**1.7** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

**1.8** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.

**1.9** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this ..... day of .....20\_\_ at .....

WITNESS NO. 1

-----

-----

(Signature)  
Full name and official  
address (in legible letters)  
with Bank stamp

(Signature)  
Full name, designation and  
address (in legible letters)

Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)

**Undertakings / Declaration (To be submitted at Company’s letter head)**

1. We have submitted a copy of valid GST registration certificate under Goods and Service tax rules.
2. We undertake that all the documents/ certificates/information submitted by us against the bid are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by DGH at its sole discretion.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of \_\_\_ 2025, between, on one hand, through Shri. ... .. , Head of Department (Materials Management/\_\_\_) Directorate General of Hydrocarbons (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Shri \_\_\_\_\_, Designation of person Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS)) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into, this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with, the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5\*The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. \*Earnest Money (Security Deposit)**

5.1 \*While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favors of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days

without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER as per clause incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%. higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitor/s**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Contact Details of Independent Monitors are as under:

- (i) Shri Madan Lal Meena , IAS (Retd.)  
Email: [madanmeena@yahoo.com](mailto:madanmeena@yahoo.com)
- (ii) Shri P.R. Ravikumar, IRS (Retd.)  
Email: [p\\_r\\_ravikumar@yahoo.com](mailto:p_r_ravikumar@yahoo.com)

(Communications can also be concurrently addressed to)  
HoD-MM  
IEM Coordinator  
Directorate General of Hydrocarbons  
OIDB Bhawan, Tower -A, Plot No 2, Sector -73, Noida-201301

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDERI Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extended unto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer.  
EXECUTIVE OFFICER

CHIEF

Designation

Directorate General of Hydrocarbons.

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses could be amended/ deleted for applicability in respective tender by DGH.

**Appendix -9**

**UNDERTAKING FOR LOCAL CONTENT**

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

Ref: Tender no. Tender No.GL GP-12/1/2025-DGH /ENQ-242for “ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS)”

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 Tender No.GL GP-12/1/2025-DGH /ENQ-242 for “ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS).”

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 .....

**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: Tender No.GL GP-12/1/2025-DGH /ENQ-242for “ENGAGING EXPERT SERVICES IN HYDROCARBON RESOURCE ASSESSMENT STUDY (HRAS)”

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:

**DECLARATION FOR NON-BLACK LISTING**

<To be printed on Company letterhead>

Tender No.GL GP-12/1/2025-DGH /ENQ-242

**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, as on the original Bid Closing Date.

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

**FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES**

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD WITH TECHNICAL OFFER IF QUOTING FOR PROJECT SUBSET-A)

**Tender No. GL GP-12/1/2025-DGH /ENQ-242**

With reference to the referred Tender, I / We (Name of the bidder) have gone through the tender documents more particularly the UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV) and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including at Bullet point 4, 5 & 6 of UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV) etc. It is further certified and confirmed that we have quoted the prices of mentioned line items within the limits specified at Bullet point 4, 5 & 6 of the UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV).

(Authorized signatory of bidder)

.....

**MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT**

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between Directorate General of Hydrocarbons having its office at OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a company registered under the companies Act with its Registered office at ..... referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part. Whereas DGH is desirous of ..... (Description of services) for carrying out DGH’s operations conforming to specifications as set forth in the Scope of Supply/Schedule of rates at **Annexure-III** of this agreement. And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out DGH's operations as referred to herein and has submitted a bid for providing the required services against DGH’s Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the DGH from time to time. And Whereas DGH's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent /Notification Of Award vide its letter .....dated.... On the CONTRACTOR. Now it is hereby agreed to by and between the parties as under:

**1.0 DEFINITIONS:**

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

**1.1 CONTRACT**

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

**1.2 DGH:**

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

**1.3 SITE:**

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.4 DGH’S SITE REPRESENTATIVE:**

Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.5 CONTRACTOR:**

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

**1.6 SUB-CONTRACT:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

**1.7 SUB-CONTRACTOR:**

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary written consent of DGH.

**1.8 CONTRACTOR'S REPRESENTATIVE**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.9 CONTRACT PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

**1.10 DAY**

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

**1.11 EQUIPMENT/MATERIALS/GOODS:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

**1.12 WORKS / OPERATIONS:**

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

**1.13 GUARANTEE:**

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

**1.14 MOBILISATION:**

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

**1.15 DEMOBILISATION:**

Shall mean the removal of all things forming part of the mobilization from the site designated by DGH. The date and time of DGH's acceptance shall be treated as the date and time of demobilization

**1.16 DRAWINGS:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the CONTRACT together with modification and revision thereto.

**1.17 SPECIFICATIONS:**

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

**1.18 INSPECTORS:**

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

**1.19 TESTS:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by DGH or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.20 FACILITY:**

Shall mean all property of the DGH owned or hired by DGH.

**1.21 THIRD PARTY**

Shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

**1.22 APPROVAL:**

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

**1.23 SINGULAR/ PLURAL WORDS:**

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

**1.24 GROSS NEGLIGENCE:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

**1.25 WILLFUL MISCONDUCT:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**2.0 SCOPE OF SUPPLY / WORK / CONTRACT:**

Scope of the SUPPLY/WORK/CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-III**.

**3.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

3.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective after placement of LOA. DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract.

3.2 **MOBILISATION TIME:** The mobilization should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which mobilisation is completed shall be treated as date of commencement of Contract.

3.4 **DURATION OF CONTRACT:** The contract duration shall be 4(Four) Years from the date of award of LOA.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work / Technical Specifications (**Annexure III**) in most competent manner both technically & systematically and also in economic and cost effective manner.

4.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all manpower as required to perform the work.

4.3 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 work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his 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.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF DGH:** DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.

**6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove

immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of Work / Technical Specifications (**Annexure -III**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

6.0 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida/field site, enroute/local boarding, lodging, medical attention etc. DGH shall have no liability or responsibility in this regard.

6.1 Contractor's key personnel shall be fluent in English language (both writing and speaking).

**7.0 WARRANTY AND REMEDY OF DEFECTS**

7.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

7.2 Should DGH discover at any time during the tenure of the Contract or within 3 (three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**8.0 NOTICES AND ADDRESSES:**

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication: HOD (MM), Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049.

(b) For reports: HOD (G&G), Directorate General of Hydrocarbons, OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax:.....

**9.0 DUTIES AND POWER /AUTHORITY:**

9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

## **10.0 CONTRACT DOCUMENT:**

10.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

10.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

#### 10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

#### 10.5 Waivers and amendments:

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party. Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

### **11.0 REMUNERATION AND TERMS OF PAYMENT**

11.1 DGH shall pay to CONTRACTOR for the services/supply, to be provided by the CONTRACTOR as per the Scope of supply (**Annexure-III**). The rates payable shall be firm during the entire CONTRACT period, including extension period, if any.

11.2 All Bills along with relevant supporting documents shall be submitted in triplicate to the addressee at **8.1 (a)** above.

11.3 Clear (undisputed) invoices with original supporting documents duly countersigned by DGH's representative/ engineer wherever applicable will be submitted at the end of satisfactory completion of Works / Services / Project by the CONTRACTOR to DGH and payment shall be made within 30 (thirty) calendar days from the date of receipt of invoice at the above office (Unless otherwise specified in the Special Conditions of the Contract)

The original invoice should also accompany the following documents/ details: 1) Along with invoice: Following documents / details should be invariably furnished along with the invoice:

- a) Copy of valid registration certificate under the GST Tax rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in **Annexure-I** (i.e. 'Instructions to bidders') of bid document.
- c) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Tax registration number, Rate and amount of GST shown separately).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.
- h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

In addition to the said particulars submitted alongwith the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, alongwith full details.

11.4 In the event of any dispute in a portion or whole of any invoice, DGH shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

#### **11.5 DGH's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

### **12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING**

#### **12.1 A Claims**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

#### **12.2 B. Notice of claims**

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

#### **12.3 Taxes**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

#### **12.4 Personnel taxes**

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

#### **12.5 Corporate taxes**

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

12.6 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

12.7 It is noted that CONTRACT u/s 195 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

### **13.0 PERFORMANCE**

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

### **14.0 PERFORMANCE BOND/PERFORMANCE BANK GUARANTEE**

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (03 % of Total contract value) to be submitted within 15 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 02 months beyond the warranty period towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

### **15.0 DISCIPLINE**

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 (seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.

### **16.0 SAFETY AND LABOUR LAWS**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety

and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws. CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy. The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### 16.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

#### **17.0 SECRECY**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

#### **18.0 STATUTORY REQUIREMENTS**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof governing interalia customs stowaways, foreign exchange etc.

#### **19.0 INSURANCE**

- a. 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.
- b. Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 16** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

"The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR".

- c. Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance

corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

- d. Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- e. CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

## **20.0 INDEMNITY AGREEMENT**

### **20.1 INDEMNITY BY CONTRACTOR**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **20.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **20.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel.

### **20.2 Indemnity by DGH:**

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORS of any tier and their employees) from

all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **20.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **20.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

## **21.0 TERMINATION**

### **21.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

### **21.2 Termination on account of force majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 25**.

### **21.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

### **21.4 Termination for unsatisfactory performance**

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **14 days'** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

### **21.5 Termination for delay in mobilisation**

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for

the payment of money then due. No notice shall be served by the DGH under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 21.1 to 21.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

21.8 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

### **21.9 Consequences of termination**

21.9.1 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

21.9.2 In all cases of termination herein set forth, the obligation of the DGH to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

21.9.3 In case of termination of Contract herein set forth, except under **21.1, 21.2 and 21.7**, following actions shall be taken against the Contractor;

(i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

### **22.0 SEVERABILITY**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

### **23.0 WITHHOLDING**

23.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of: 23.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

23.1.2 Contractor's un-cleared debt arising out of execution of the Contract.

23.1.3 Defective work not remedied by the Contractor.

23.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

23.1.6 Withholding will also be effected on account of the following:-

- (i) Garnishee 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.
- (i) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.

#### **24.0 CHANGE IN LAW**

24.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

24.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but

within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

24.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion / mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

24.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

24.6 Notwithstanding the provision contained in clause **24.1 to 24.4** above, the DGH shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(iii) Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

## **25.0 FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely DGH and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If performance under the contract are suspended by Force Majeure conditions lasting for more than 2 (two) months, either party shall have the right to terminate this Agreement by giving 15 days' notice.

## **26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH**

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

## **27.0 PREFERENCE TO LOCAL COMPANIES**

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

## **28.0 JURISDICTION AND APPLICABLE LAW**

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at New Delhi.

## **29.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

29.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. **A party wishing to commence arbitration proceeding shall invoke Arbitration by giving notice to the other party** Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

29.2 **In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of arbitrator where party fails to appoint or the third arbitrator within 30 days of the appointment of second Arbitrator may be appointed in accordance with Arbitration Act.**

29.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

29.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

29.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

29.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

29.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

## **30.0 CONTINUANCE OF THE CONTRACT**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

### **31.0 INTERPRETATION**

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

### **32.0 PATENT INDEMNITY**

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

32.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

32.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

### **33.0 INDEPENDENT CONTRACTOR STATUS:**

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties. Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing

contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

**34.0 LIMITATION OF LIABILITY**

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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**BID EVALUATION CRITERIA/ SCOPE OF WORK/SERVICE/ PRE-QUALIFICATION (PQC) AND TECHNICAL QUALIFICATION CRITERIA(TQC) FOR BOTH PROJECT SUBSET A & SUBSET B**

**PROJECT SUBSET-A: CONVENTIONAL RESOURCES & UNCONVENTIONAL SHALES**

**1. OBJECTIVE:**

- 1.1 The country-level assessment of conventional hydrocarbon resources was last conducted during 2015-17 after a gap of two decades. Under the current scope, a new study will be conducted in a phased manner for all sedimentary basins of India.
- 1.2 The new study, titled “Hydrocarbon Resource Assessment Study 2025 (HRAS-2025)” is proposed to be conducted by procuring expert services. All forms of resources under Conventional and Unconventional category will be assessed and such estimates will be geologically risked. Amongst key deliverables, the assessment results and estimates will be summarized into a National Hydrocarbon Atlas (NHA) and the Petroleum Resources Management System (PRMS) Chart. While the Atlas will portray the basin-level play-wise undiscovered resource potential, the PRMS Chart will report the estimated undiscovered resources alongside the existing discovered resources and reserves.
- 1.3 Other than NOCs, major private players may be associated in the Study in various capacity. DGH will lead the study and serve as the principal work centre. The proposed study will be primarily carried out at DGH; however, the work centre(s) of NOCs (National Oil Companies) and Private Majors may be utilized if necessary.
- 1.4 The HRAS-2025 will be conducted in a projectized manner as a Single Project, split into three Project Subsets. Assessment of unconventional shale shall be part of conventional resource assessment under Project Subset-A. Other Unconventional hydrocarbon resources like Gas Hydrate (GH) and Coal-seam Gas (CSG) shall be part of Project Subset-B. Both Project Subset-A and Project Subset-B are on assessment of hydrocarbons. The Project Subset-C will be on a comprehensive audit of the assessment studies for both conventional and unconventional resources. The following table illustrates the nature of study, duration of study and bidding opportunity under three Project Subsets.

Project Subset	Nature of Study	Duration of Study	Bidding Options
	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 5 basins (East Coast)	8 months [Phase-I]	Singly or combined with Project Subset B
	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 6 basins (West Coast)	8 months [Phase-II]	

A	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 15 basins (Onland)	8 months [Phase-III]	
	Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins	5 years	
B	Assessment of unconventional resources of Gas Hydrates (GH)	4 months [Phase-I]	Singly or combined with Project Subset A
	Assessment of unconventional resources of Coal-seam Gas (CSG)	7 months [Phase-III]	
C	Audit of HRAS by Third Party-Conventional	9 visits, each for 10 days across all 3 Phases	Singly
	Audit of HRAS by Third Party – Unconventional Shale	6 visits, each for 7 days across all 3 Phases	
	Audit of HRAS by Third Party – Unconventional GH	2 visit for 7 days [Phase-I]	
	Audit of HRAS by Third Party – Unconventional CSG	4 visits, each for 7 days [Phase-III]	

- 1.5 The present proposal is limited to **Project Subset A** to conduct country-level assessment of Conventional Resources along with Unconventional Shale. Separate proposals exist for **Project Subset B** and **Project Subset-C**.
- 1.6 Two separate Tenders will be invited as per Bidding Options, given at Para 1.4, one for **Project Subset-A** combined with **Project Subset-B** and another exclusively for **Project Subset-C**.
- 1.7 Bids will be first opened for Project Subset-A and Project Subset-B. Bidder, who emerges as Lowest(L-1) in either or both Project Subsets-A and Project Subset-B, will not be considered for Project Subset-C.

## 2. SCOPE OF WORK:

- 2.1 **Ascertaining suitability of input datasets:** HRAS-2025 will be a 'de novo' exercise where service provider will scrutinize the extent and strength of the datasets as 'available' at National Data Repository (NDR) for ascertaining the sufficiency and integrity of the input datasets, to be used for the Study. Service provider will also assume the responsibility of quality check, loading and visualization of given datasets along with required interpretation for the study.
- 2.2 **Use of analogy:** Whether or not, sufficient data are present in any basin, each basin is to be referenced to a global analogue of basin geology. In process, service provider may use own reference datasets, which are to be shared with DGH, limited to viewing rights only. Complete details of such information are to be accompanied with the basin reports.
- 2.3 **Assessment of conventional resources and unconventional shales:** Under the current scope, conventional hydrocarbons and unconventional shales will be assessed along with Biogenic, Fractured and Tight plays, wherever present. Hydrocarbon plays for each basin will be mapped and their undiscovered

resources estimated. Service provider will analyze the available datasets and independently carry out the required assessment of resources. Models, interpretations, reports of similar studies, wherever available may be sourced, limited to reference use only.

- 2.4 **Geological risking of estimated resources:** Play-based Exploration (PBE) approach will be used as the guiding principle in mapping of the play chances and duly risking of the hydrocarbon resources for each play.
- 2.5 **PRMS standard of resource reporting:** Basin-level and play-wise undiscovered risked resources, estimated at the end of each phase during the study will be integrated with the corresponding discovered hydrocarbons that support Contingent Resources and Reserves, which will be provided by DGH for the purpose, to create a PRMS Chart for India. This exercise will have to be conducted during the end of each Phase, as well as towards the end of the complete Study, duly integrating similar results from Project Subset-B on unconventional resources of GH and CSG as described at Para 1.4.
- 2.6 **Creation of National Hydrocarbon Atlas (NHA):** NHA, as the name suggests will portray the country-wide basin-level play-wise distribution of undiscovered risked resources along with Play chance maps, Discoveries and Fields. This will support all future updates with the provisions of interactive use and customized reporting for a complete insight of Indian basins and play systems. This atlas will be built over GIS (Geographic Information System) applications and linked to a RDMS (Relational Database Management System) platform for automated updating of new datasets. This exercise will have to be conducted during the end of each Phase, as well as towards the end of the complete Study. For the purpose of the NHA, service provider will additionally integrate the results from Project Subset-B on unconventional resources of GH and CSG as described at Para 1.4.
- 2.7 **Project guidance documents:** Expert teams, post scrutiny of available datasets as described at Para 2.1, will prepare basin-wise Project Guidance Document, that captures resource assessment workflows. This document will be the single point of reference to see how the workflows are used for each basin or group of basins and the ways, the results will be reported. The document will also include the prescribed templates of the HRAS-2025 Reports, PRMS Chart and the NHA. The formats and media will also be prescribed how digital data will be delivered for each basin or group of basins.
- 2.8 **Annual Update of the HRAS-2025, PRMS Chart and NHA:** Post completion of the study, professional services will be extended for 5 years during which the complete HRAS-2025 Projects as delivered for conventional resources and unconventional shale, the PRMS Chart and the NHA will be updated annually with new datasets. During this period, the service provider will ensure the availability of technical team in suitable strength and experience as decided in coordination with Project Technical Committee. Bidders are allowed to quote a lumpsum cost of minimum 10% of the Project value for all three phases combined for 5 years. The payment will be made annually post completion of the updated work.

### 3. DATA AVAILABILITY:

- 3.1 As of 31.01.2025, NDR has accumulated datasets and reports pertaining to 3.95 Million LKM of 2D seismic data, 1.24 million SKM of 3D seismic data and 24,328 wells. [NDR Reference Datasets attached at Annexure-1 in the end.](#)
- 3.2 The above datasets, and any data further added to NDR, will be available for analysis to firm up the Input Datasets to be used for the Study as described at Para 2.1.
- 3.3 All available datasets will be sourced from NDR in the available formats subject to project requirement and signing of data confidentiality agreement. [The format of Data Confidentiality Agreement \(CA\) to be signed by contractor is attached below.](#)
- 3.4 Service provider, during the course of study may use own reference data/information for required value addition like as described at Para 2.2 at no extra cost to DGH. Additional data so used shall be shared with DGH limited to viewing rights only.

#### 4. PROJECT DURATION:

4.1 The study will be conducted in 3 phases each with 6-month duration along with Annual Update (Phase-IV) and specific scheme in the following manner:

Project Subset	Scope of Study	Duration
A	<b>Phase-I:</b> Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 5 East Coast namely Bengal-Purnea, Mahanadi, Krishna-Godavari (KG), Cauvery and Andaman	8 months, from Project Start Date
	<b>Phase-II:</b> Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 6 West Coast basins namely Rajasthan, Cambay, Kutch, Saurashtra, Mumbai and Kerala-Konkan	8 months, after completion of Phase-I
	<b>Phase-III:</b> Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 15 Onland basins namely Assam-Arakan fold belt, Assam Shelf, Ganga-Punjab, Spiti-Zaskar, Karewa, Himalayan Foreland, Vindhyan, Narmada, Deccan Syncline, Bhima-Kaladgi, Pranhita-Godavari, Satpura-South Rewa-Damodar, Chhattisgarh, Bastar, Cuddapah	8 months, after completion of Phase II
	<b>Phase-IV:</b> Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins	5 Years after completion of Phase III

4.2 Each Phase will be deemed complete at the end of the corresponding Phase with the submission of required deliverables as per Para 5.1.

#### 5. DELIVERABLES:

5.1 As the fulfilment of Project Subset-A under HRAS-2025, Service provider will entrust to DGH all submissions that are duly aligned with the scope of work and the following deliverables:

- 5.1.1 Basin-wise Project Guidance Document formulated as described at Para 2.7.
- 5.1.2 Project Datasets namely (i) Project-extracted all input datasets used for mapping/modelling, (ii) Assessment workflow summary sheets and (iii) Complete Models with results. Such submissions will include all Final Workings, cleaned and saved basin-wise with complete play information, and will be accompanied by a Data Listing Note.
- 5.1.3 Results of the complete study (HRAS-2025) accompanied by Play-wise Assessment Maps and Shape files for (i) Basin-wise; (ii) Location-wise (States, Onland, Shallow-water and Deepwater); and (iii) Single comprehensive submissions. Key attributes like seismic data (2D, 3D) and wells will be part of such Maps.
- 5.1.4 Basin and country-level Integrated PRMS Chart for all forms of resources (undiscovered and discovered) as described at Para 2.5, one set each as well as combined for conventional, unconventional shale, GH and CSG.
- 5.1.5 Basin and country-level NHA for undiscovered resources as described at Para 2.6, one set each as well as combined for conventional, unconventional shale, GH and CSG.

- 5.1.6 Monthly Progress Reports and Stage-gate Review Reports duly signed by Project Lead will be submitted to the Technical Committee, so constituted as a part of project governance. The committee will have members from DGH, NOCs, Private E&P Majors and Invitees from eminent Universities/Institutes.
- 5.1.7 All relevant reports, maps and sections will have geographical direction, scale and legend in standard format, and will be uniform across all submissions. The scale must be suitable to make the maps/ sections visible and readable. Sections must have geographical reference lines as Insets.
- 5.1.8 All submissions, unless specifically advised will be in prescribed digital formats, as described at Para 2.7.
- 5.1.9 Deliverables pertaining to Annual Updates of HRAS-2025 will be as described at Para 2.8

## **6 SPECIAL CONDITIONS OF ENGAGEMENT:**

- 6.1 The engagement period will be governed by Project Subset as defined at Para 4.1. Contract will come into force from the date of Letter of Award. Letter of Allotment / Mobilisation for particular service(s) will be sent later as per requirement.
- 6.2 Centre of the study will be primarily the DGH, NOIDA, Uttar Pradesh, India. Projects for the study for all sedimentary basins will be created, stored and managed at DGH only. If required, service provider may have to visit the work centres across India of NOCs and Private E&P Majors so engaged.
- 6.3 The study will be conducted in a projectized manner with a Gantt Chart to be continuously updated with the progress.
- 6.4 The project will be executed by a Project Team, headed by a Project Lead from Service Provider and will be governed by the Technical Committee. Project Team will be constituted by members from Expert Service Provider and DGH selected. The project may be conceived in a segregated manner by basin or group of basins and several Project Teams can work concurrently to meet the project deadline.
- 6.5 The expert service will include hands-on skills of software to be used in the study, domain/subject matter expertise pertaining to resource assessment procedure and necessary training of DGH technical team so associated.
- 6.6 Bidder has to arrange at his own cost all requisite resources of Software (technical and desktop applications), Hardware (workstations and network devices) and Peripherals (computers, printers, plotters, disks) to be used in the project. Such hardware will have to be removed from DGH premises by the Contractor at their own cost within a reasonable period post completion of the services – natural or otherwise. Contractor must ensure that all media/machines containing data must be formatted before such demobilization and submit Action-taken Report duly signed by DGH authorized person.
- 6.7 The project will be conducted by a team of Experts (Software and Domain) in the field of Seismic Interpretation, Well log Analysis, GIS, Geochemistry, Petroleum System Modelling, Risk Analysis or any Other so required for the project. Engagement of experts will be finalized in discussion with Technical Committee duly aligned with the scope of work and as described at Para 2.7. The experts from service providers may also consult with DGH team.
- 6.8 Ownership of all data/information in the form of reports, maps or models generated during this study will lie with DGH. The execution of HRAS-2025, at any time do not allow dissemination or transfer of such data outside DGH in any form or means. As described at Para 2.2, the service provider will use analogous datasets at no extra cost to DGH, however, the same will be shared with DGH limited to the viewing rights. Service provider will maintain the confidentiality of all data/information used and generated during the period of the contract and

will be required to sign a Confidentiality Agreement for use of data as per the NDR Data Policy or its modified version. Service provider will also be required to sign a Non-disclosure Agreement specific to restricted use of Project data/information.

6.9 The project deliverables will be software-agnostic, duly supported by Manuals and as described at Para 2.7.

6.10 Project will be deemed completed upon acceptance of all deliverables.

6.11 Post completion of the study, as described at Para 2.8, a select team of experts from the service provider will be deployed annually along with resources (software, hardware and peripherals) for a period of 5 years, for update of the HRAS Projects of all basins, PRMS Chart and the NHA with new data. Such cost of services will be paid upon completion of the updated work. Direct personnel of service provider, well conversant with the HRAS-2025 will be deployed for the purpose.

## **7 PRE-BID CONFERENCE AND VISIT TO NDR:**

7.1 To enable the interested bidders with a clear understanding of the Scope of Work and Deliverables, a Pre-Bid Conference (PBC) will be arranged within 2 weeks of invitation of this RFP. For a realistic assessment of quantum and cost of services, bidders' visit to NDR for viewing of datasets will also be scheduled at the same time.

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**PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-A**

1. The following Pre-Qualification criteria should be strictly complied with, failing which bid will be rejected:

Sl. No	Pre-qualification criteria	Complied (Yes/No)	Requisite supporting documents
1	Bidder must have a minimum of <b>Twenty (20) years</b> of practical experience in the <b>E&amp;P industry</b> out of which minimum <b>Ten (10) years</b> will be the experience in undertaking <b>hydrocarbon resource assessment studies</b> for any E&P NOC or Regulatory Body or any Sovereign Entity, as on original bid closing date.		Documentary evidence like contracts/ equivalent documents showing the nature of jobs along with corresponding completion certificates or payment certificates or any other documents, issued by the clients, which substantiate completion of the jobs, with contact details of the issuing person/ organization (Name, Designation, E-mail address, Phone Number).
2	The bidder must have experience of completing at least <b>Five (5) studies leading to estimate of prospective resources</b> , one each in Five (5) different <b>Indian sedimentary basins</b> during Last <b>10 years</b> as on original bid closing date, which were undertaken on the analysis of petroleum system elements leading to mapping, assessing and risking of conventional resources including unconventional shales.		In case the bidder is taking technical support from a Parent/ co-subsidiary/Ultimate Controlling Company please refer clause 2.2-2.5
3	(a) The bidder should be registered/ incorporated in India under Indian Companies Act 1956 including its amendment from time to time. (b) The bidder must have an office in India.		In support of above Point # 1 & 2 above, the bidder should submit a copy Certificate of registration/ Incorporation or any other relevant document, as applicable.
4	The average turnover of the bidder should not be less than <b>INR 300 Cr.</b> in the last Three (3) financial years		(a) The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder for previous three financial years for ascertaining their turnover. (b) Certificate issued by the Statutory Auditor or a practicing Chartered Accountant stating the annual turnover for the respective three years and also mentioning UDIN. (c) For the purpose of ascertaining parameter of Turnover of

the bidder, average turnover from operation of the bidder for the previous three financial years shall be considered. Average turnover from operation of the bidder for the previous three financial years shall be calculated by dividing the turnover from operation of previous three years by three, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover.

- (d) The date (i.e. the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the actual date of bid closing (i.e. in case of tender extension, the final extended bid closing date will be considered).
- (e) In case the bidder is taking financial support from a Parent/ co-subsidiary held by the same Parent ["Supporting Company"], the bidder shall be required to submit the following documents:
- (i) The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.
  - (ii) The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
  - (iii) Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided in tender.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in

		<p style="text-align: center;">India in terms of Income Tax Act of India.</p> <p>(iv) Audited consolidated annual financial statement in respect of such supporting company. The bidder will provide a statement containing the value of average annual turnover required in the tender based on the supporting company's audited consolidated financial statement as defined in BEC. The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant or equivalent.</p> <p>(v) In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of Actual Bid Closing as per "Daily" Closing exchange rate published by SBI, up to three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right-hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.</p> <p>(vi) In cases where the supporting company is not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.</p> <p>(vii) Corporate Guarantee from the supporting company in the prescribed Format-4.</p> <p>(viii) Certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between the bidder and the supporting company.</p> <p>(i) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company/ Legal Secretary of the Supporting Company.</p>
5	Bidder must not be blacklisted/ debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as	Declaration to this effect signed by authorized official of the bidder on its letterhead.

	on the original Bid Closing Date.		
6	Bidder must agree to mobilize the requisite resources like Software, Hardware and Manpower to DGH, unconditionally ahead of scheduled start of the project.		Declaration to this effect signed by authorized official of the bidder on its letterhead.

## 2. IMPORTANT REFERENCE:

- 2.1 Bids by Consortium/ Joint Ventures will not be allowed.
- 2.2 Only the Companies incorporated in India which maintain minimum 20% local content for the offered services are eligible to participate. With regard to calculation of local content and submission of documents during bidding & execution of contract, provision of Purchase Preference Policy (Linked with Local content) shall be applicable.
- 2.3 Eligibility criteria in case bid is submitted on the basis of technical experience of another company (supporting company) which holds more than fifty percent of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries or vice versa. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa:
- 2.4 Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like technical collaboration agreement. In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (as per **Format No.-1**) between the bidder and the supporting company.
- (ii) A Guarantee (as per **Format No.-2**) by the supporting company to DGH for fulfilling the obligation under the Agreement.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (equivalent to 50% of the value of the PBG which is to be submitted by the bidding company in case the supported bidding company is the successful bidder as per the format provided in tender.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by DGH due to non-performance of the contractor.

**Note:** In case Supporting Company fails to submit Bank Guarantee as per 2.4 (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.5 Eligibility criteria in case bid is submitted on the basis of technical experience of such companies that are controlled by a 'ultimate controlling company':

(For the purpose of this clause 'ultimate controlling company' is the one that holds more than fifty percent of the paid-up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and 'any other company' mentioned in the clause.)

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience of the company within the 'ultimate controlling company' subject to meeting of the following conditions.

- (i) Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- (ii) Provided that the supporting company on its own and not through any other arrangement like technical collaboration agreement meets the technical experience, criteria stipulated in the BEC.
- (iii) Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement (as per **Format No.-3**) between them, their ultimate controlling company and the supporting company.
- (iv) Undertaking by Supporting Company or Ultimate Controlling Company that in case of award, an additional PBG equivalent to 50% of the value of the PBG by the bidding company, shall be submitted either by Supporting Company which supports the bidding company or the Ultimate Controlling Company, in case the supported bidding company is the successful bidder as per the format provided in tender.

In cases where foreign based supporting company or the Ultimate Controlling Company do not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company or the Ultimate Controlling Company subject to the condition that supporting company or the ultimate controlling company, as the case may be, has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company or the Ultimate Controlling Company are not having any Permanent Establishment in India in terms of Income Tax Act of India.

**Note:** In case Supporting Company, which supports the bidding company or the Ultimate Controlling Company, fails to submit Bank Guarantee as per (iv) above, EMD/SD submitted by the bidder shall be forfeited.

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### BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-A

1. Bids will be invited as per Project Subset-A as described at Para 4.1.
2. The bids will be evaluated based on PQC to short-list the eligible bidders, who will be offered to participate in the bidding. Further, PQC-qualified bids will be evaluated using **Least Cost Selection (LCS)** methodology. 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 be eligible for financial evaluation.

The Financial Bids of only technically qualified bidders will be opened, and the contract will be awarded to the **Lowest (L1) Bidder**.

3. The technical competency of the bidder shall be evaluated through the Technical Qualification Criteria (TQC) matrix as indicated below. Reference may be drawn for Project Sub-set chosen by Bidders.

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
1	<p><b>Proposal Presentations</b></p> <p>DGH will invite the eligible bidders having the prescribed pre-qualification criteria to make a presentation to DGH team on their experience in comprehensive assessment of conventional and unconventional shale resources.</p> <p>The presentation will be based on the following agenda and key areas shown in italics:</p> <p>(i) <b>Petroleum System Modelling Projects completed in India and overseas [05 marks]</b> <i>[Number of basins, whether National/ Regional, Variety and size of datasets used],</i></p> <p>(ii) <b>Nature, methodology and value addition for assessment of hydrocarbons [10 marks]</b> <i>[Mapping, Modelling, Analogy, Flexibility, Data enrichment and Auto-updating]</i></p> <p>(iii) <b>Project Gantt Chart, Team composition and Domain expertise [10 marks]</b> <i>[Time efficiency, Team strength and capability, Nature and scale of subject-matter expertise]</i></p> <p>(iv) <b>Software capabilities in achieving Project goals [05 marks]</b> <i>[Software support for scalable architecture for future updates]</i></p> <p>(v) <b>Experience of creating National Hydrocarbon</b></p>	40	<p>(i) Presentation Slide-pack to be provided 2 days before the scheduled date of presentation, to be intimated by DGH.</p> <p>(ii) Bidder will be allowed 60-minute time slot</p> <p>(iii) Presentation will be restricted to the given agenda and marking will be made basis how well the key areas are covered and explained.</p> <p>(iv) Bidder is required to be present at DGH. Bidder may invite their team located outside India at no cost to DGH.</p>

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
	<b>Atlas for all forms of hydrocarbon resources [10 marks]</b> <i>[Design, Features, Backend integration with RDBMS, Reporting templates]</i>		
<b>2</b>	<b>Number of projects</b> completed during <b>Last Five (5) years</b> , as on bid closing date on comprehensive resource assessment of conventional and unconventional shale resources using <b>Petroleum System Modelling:</b>	<b>05</b>	Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
a)	>5 projects - 05 Marks		
b)	3-5 projects – 02 Marks		
<b>3</b>	<b>Number of projects</b> completed at <b>Country-level</b> during <b>Last Ten (10) years</b> , as on bid closing date on comprehensive resource assessment of conventional and unconventional shales using <b>Petroleum System Modelling:</b>	<b>10</b>	
a)	>5 projects – 10 Marks		
b)	3-5 projects – 05 Marks		
<b>4</b>	<b>Number of countries</b> , where projects were completed at <b>Country-level</b> during <b>Last Ten (10) years</b> , as on bid closing date on comprehensive resource assessment of conventional and unconventional shales using <b>Petroleum System Modelling:</b>	<b>05</b>	
a)	>3 countries – 05 Marks		
b)	2-3 countries – 02 Marks		
<b>5</b>	<b>Number of projects</b> completed for <b>India's different sedimentary basins</b> during <b>Last Ten (10) years</b> , as on bid closing date on comprehensive resource assessment of conventional and unconventional shales using <b>Petroleum System Modelling:</b>	<b>10</b>	
a)	> 10 projects –10 Marks		
b)	5-10 projects – 05 Marks		
<b>6</b>	<b>Domain (Subject-matter) Experience</b> of the Team Leader in undertaking <b>Petroleum System Modelling Projects</b> on comprehensive resource assessment of conventional and unconventional shales:	<b>10</b>	
a)	>25 years – 10 Marks		
b)	20-25 years – 05 Marks		
c)	10-19 years – 02 Marks		

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
			certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
<b>7</b>	<b>Average hands-on software experience</b> of team members (except the Team Leader) in undertaking <b>Petroleum System Modelling Projects</b> on comprehensive resource assessment of conventional and unconventional shales:	<b>05</b>	Biodata with Minimum 5 years' experience in working on international projects.  Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
a)	>15 years – 05 Marks		
b)	10-15 years - 02 Marks		
c)	5-9 years - 01 Mark		
<b>8</b>	<b>Experience</b> in creation of <b>PRMS Chart</b> depicting basin-level reporting of undiscovered and discovered resources of conventional and unconventional shale plays:	<b>05</b>	Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the
	Yes - 05 Marks		
<b>9</b>	<b>Experience</b> of working in minimum <b>Three (3) countries</b> where <b>National Hydrocarbon Atlas</b> were <b>created</b> depicting basin and play-level resources of conventional and unconventional shale plays:	<b>05</b>	
	Yes - 05 Marks		
<b>10</b>	<b>Number of countries</b> where <b>National Hydrocarbon Atlas</b> were created and <b>managed</b> depicting basin and play-level resources of conventional and unconventional shale plays:	<b>05</b>	
a)	>5 countries - 05 Marks		

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
b)	3-5 countries - 02 Mark		bid.
	<b>Total Technical Score</b>	<b>100</b>	

**Note:** Comprehensive resource assessment of conventional and unconventional shales means analysis of petroleum system elements, resource mapping and modelling, resource estimating and resource risking.

#### 4. IMPORTANT REFERENCES:

- 4.1 The bidder, under any category must submit corresponding documentary evidence(s) as referred to in the BEC.
- 4.2 The technical experience of the parent/ subsidiary/ co-subsidiary of the bidder shall also be considered for the purpose of evaluation.
- 4.3 In case, where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the above BEC wherever applicable, a certificate, certifying all the required information, issued by the CEO/ CFO/ Head of bidding entity/ MD of the company along with an undertaking that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.
- 4.4 DGH may undertake verbal/written clarifications with the bidders. The primary objective of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

#### 5. BID EVALUATION:

- 5.1 Two-bid system will be followed, and bids will be evaluated as per Project Subset. Bidders are free to choose for one or more Project Subset, subject to conditions as described at Para 1.4. Bids will be evaluated using Least Cost Selection (LCS) method.
- 5.2 Two separate Tenders will be invited as per Bidding Options, given at Para 1.4, one for **Project Subset-A** combined with **Project Subset-B** and another exclusively for **Project Subset-C**.
- 5.3 Bids will be first opened for Project Subset-A and Project Subset-B. Bidder, who emerges as Lowest(L-1) in either or both Project Subsets-A and Project Subset-B, will not be considered for Project Subset-C.
- 5.4 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.
- 5.5 The Financial Bids of only technically qualified bidders will be opened. The contract will be awarded on Lowest (L-1) bidder.

#### 6. DELIVERY SCHEDULE:

- 6.1 The study will be conducted as per scope, duration and sequences as described at Para 4.1. The Project Sub-set-A will commence from the date of notice of commencement sent by DGH and close with the fulfilment of deliverables.
- 6.2 Following schedule of service delivery will be followed:

1.	<b>Mobilization of resources</b>	<ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of 30 days, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul>
2.	Periodical review of the project as per Project Gantt chart	<ul style="list-style-type: none"> <li>Every alternate Friday or when decided by Project Lead in consultation with Technical Committee</li> </ul>
3.	Submission of all deliverables as per prescribed conditions as laid out or decided during the course of the project including hand-over of project data in software-agnostic formats.	<ul style="list-style-type: none"> <li>Within two weeks after the completion project</li> </ul>

## 7. PAYMENT TERMS:

- 7.1 No advance fee will be paid upon acceptance of the Letter of Award or for mobilization of the resources.
- 7.2 Payments will be made upon completion of the study as per plan below upon submission of necessary invoices and successful completion certificates issued by Project Lead and endorsed by Technical Committee.

Milestone	Payment Terms
Phase-I	35% of Total Cost (Phase I, II and III)
Phase-II	35% of Total Cost (Phase I, II and III)
Phase-III	30% of Total Cost (Phase I, II and III)
Phase IV (HRAS-2025 Update)	20% of the Phase IV contract cost per annum

**Payment Terms for milestone (Phase I, II & III) will be based on completion of the following key stages of the HRAS:**

- (1) Creation of Basin Projects from input datasets [20%]
- (2) Creation of Petroleum System Models from interpreted datasets [20%]
- (3) Complete assessment of hydrocarbon resources [20%]
- (4) Complete risking of estimated resources [20%]
- (5) Creation of PRMS chart and NHA for Basins [20% ]

- 7.3 10% of Project value without taxes will be kept on hold until the project deliverables are endorsed by Technical Committee.

## 8. LIQUIDATED DAMAGES:

- 8.1 If the Service Provider fails to complete the activities and cannot hand over all project deliverables as mentioned in the delivery schedule, a sum equivalent to 0.5 % of the total contract value per week, for the first four(4) weeks of delay or part thereof, and after that 1% of the total contract value per week subject to a maximum of 5% of the contract value will be levied.

8.2 Read with at Para 2.8 pertaining to Annual Update of the HRAS-2025, if the Service Provider fails to start or complete the activities within 1 month from DGH intimation, a sum equivalent to 0.5 % of the contract value per week, for the first four(4) weeks of delay or part thereof, and after that 1% of the total contract value per week subject to a maximum of 5% of the contract value will be levied.

## PROJECT SUBSET-B: UNCONVENTIONAL RESOURCES OF COAL-SEAM GAS AND GAS HYDRATE

### 1. OBJECTIVE:

- 1.1 The country-level assessment of conventional hydrocarbon resources was last conducted during 2015-17 after a gap of two decades. Under the current scope, a new study will be conducted in a phased manner for all sedimentary basins of India.
- 1.2 The new study, titled “Hydrocarbon Resource Assessment Study 2025 (**HRAS-2025**)” is proposed to be conducted by procuring expert services. All forms of resources under Conventional and Unconventional category will be assessed and such estimates will be geologically risked. Amongst key deliverables, the assessment results and estimates will be summarized into a National Hydrocarbon Atlas (**NHA**) and the Petroleum Resources Management System (**PRMS**) Chart. While the Atlas will portray the basin-level play-wise undiscovered resource potential, the PRMS Chart will report the estimated undiscovered resources alongside the existing discovered resources and reserves.
- 1.3 Other than NOCs, major private players may be associated in the Study in various capacity. DGH will lead the study and serve as the principal work centre. The proposed study will be primarily carried out at DGH; however, the work centre(s) of NOCs (National Oil Companies) and Private Majors may be utilized if necessary.
- 1.4 The HRAS-2025 will be conducted in a projectized manner as a Single Project, split into three Project Subsets. Assessment of unconventional shale shall be part of conventional resource assessment under Project Subset-A. Other Unconventional hydrocarbon resources like Gas Hydrate (GH) and Coal-seam Gas (CSG) shall be part of Project Subset-B. Both Project Subset-A and Project Subset-B are on assessment of hydrocarbons. The Project Subset-C will be on a comprehensive audit of the assessment studies for both conventional and unconventional resources. The following table illustrates the nature of study, duration of study and bidding opportunity under three Project Subsets.

Project Subset	Nature of Study	Duration of Study	Bidding Options
A	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 5 basins (East Coast)	8 months [Phase-I]	Singly or combined with Project Subset B
	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 6 basins (West Coast)	8 months [Phase-II]	
	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 15 basins (Onland)	8 months [Phase-III]	

	Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins	5 years	
B	Assessment of unconventional resources of Gas Hydrates (GH)	4 months [Phase-I]	Singly or combined with Project Subset A
	Assessment of unconventional resources of Coal-seam Gas (CSG)	7 months [Phase-III]	
C	Audit of HRAS by Third Party-Conventional	9 visits, each for 10 days across all 3 Phases	Singly
	Audit of HRAS by Third Party – Unconventional Shale	6 visits, each for 7 days across all 3 Phases	
	Audit of HRAS by Third Party – Unconventional GH	2 visit for 7 days [Phase-I]	
	Audit of HRAS by Third Party – Unconventional CSG	4 visits, each for 7 days [Phase-III]	

- 1.5 The present proposal is limited to **Project Subset-B** to conduct country-level assessment of unconventional resources of Gas Hydrates (GH) and Coal-seam Gas (CSG) matching the schedule of Phase-I and Phase-III respectively and following the stipulated duration. Separate proposals exist for **Project Subset-A** and **Project Subset-C**.
- 1.6 Two separate tenders will be invited as per Bidding Options, given at Para 1.4, one for **Project Subset-B** combined with **Project Subset-A** and another exclusively for **Project Subset-C**.
- 1.7 Bids will be first opened for Project Subset-A and Project Subset-B. Bidder, who emerges as Lowest(L-1) in either or both Project Subsets-A and Project Subset-B, will not be considered for Project Subset-C.

## 2. SCOPE OF WORK:

- 2.1 **Ascertaining suitability of input datasets:** The study (HRAS-2025) will be a ‘de novo’ exercise where service provider will scrutinize the extent and strength of the datasets as ‘available’ at National Data Repository (NDR) for ascertaining the sufficiency and integrity of the input datasets, to be used for the Study. Service provider will also assume the responsibility of quality check, loading and visualization of given datasets along with required interpretation for the study.
- 2.2 **Use of analogy:** Whether or not, sufficient data are present in any basin, each basin is to be referenced to a global analogue of basin geology. In process, service provider may use own reference datasets, which are to be shared with DGH, limited to viewing rights only. Complete details of such information are to be accompanied with the basin reports.
- 2.3 **Assessment of unconventional resources (GH and CSG):** Under the current scope, unconventional GH and CSG will be mapped and their resources estimated. Hydrocarbon plays for each basin will be mapped and their undiscovered resources estimated. Service provider will analyze the available datasets and independently carry out the required assessment of resources. Reports of similar studies, wherever available in form and content may be sourced, limited to reference use only.

- 2.4 **Geological risking of estimated resources:** Wherever warranted, Play-based Exploration (PBE) approach will be used as the guiding principle in mapping of the play chances and duly risking of the hydrocarbon resources for each play.
- 2.5 **PRMS standard of resource reporting:** Basin-level and play-wise undiscovered risked resources, estimated at the end of the corresponding phase will be integrated with the corresponding discovered hydrocarbons that support Contingent Resources and Reserves, which will be provided by DGH for the purpose, to create a PRMS Chart for India. This exercise will be duly integrated with the results of corresponding phases from Project Subset-A on conventional resources and unconventional shale as described at Para 1.4. Service provider, in coordination with DGH team will additionally provide the results of the study to the service provider of Project Subset-A for an integrated PRMS Chart for India.
- 2.6 **Creation of National Hydrocarbon Atlas (NHA):** NHA, as the name suggests will portray the country-wide basin-wise play-level distribution of undiscovered risked resource along with Play chance maps, Discoveries and Fields. This will support all future updates with the provisions of interactive use and customized reporting for a complete insight of Indian basins and play systems. This atlas will be built over GIS (Geographic Information System) applications, linked to a RDMS (Relational Database Management System) tool of an Integrated Project Database. Service provider, in coordination with DGH team will additionally provide the results of the NHA to the service provider of Project Subset-A for an integrated NHA for India.
- 2.7 **Project guidance documents:** Expert teams, post scrutiny of available datasets as described at Para 2.1, will prepare basin-wise Project Guidance Document, that captures resource assessment workflows. This document will be the single point of reference to see how the workflows are used for each basin or group of basins and the ways, the results will be reported. The document will also include the prescribed templates of the HRAS-2025 Reports, PRMS Chart and the NHA. The formats and media will also be prescribed how digital data will be delivered for each basin or group of basins.

### 3. DATA AVAILABILITY:

- 3.1 As of 31.01.2025, NDR has accumulated datasets and reports pertaining to 3.95 Million LKM of 2D seismic data, 1.24 million SKM of 3D seismic data and 24,328 wells. [NDR Reference Datasets attached at Annexure-1 in the end.](#)
- 3.2 The above datasets, and any data further added to NDR, will be available for analysis to firm up the Input Datasets to be used for the Study as described at Para 2.1.
- 3.3 All available datasets will be sourced from NDR in the available formats subject to project requirement and signing of data confidentiality agreement. [The format of Data Confidentiality Agreement \(CA\) to be signed by contractor is attached below.](#)
- 3.4 Service provider, during the course of study may use own reference data/information for required value addition like as described at Para 2.2 at no extra cost to DGH. Additional data so used shall be shared with DGH limited to viewing rights only.

### 4. PROJECT DURATION:

- 4.1 The study will be conducted as per the following schedule in two phases as indicated:

Project Subset	Scope of Study	Duration
B	Assessment of unconventional resources of Gas Hydrate.	4 months [Phase-I]

- 4.2 Each Project will be deemed complete at the end of the corresponding phase with the submission of required deliverables as per Para 5.1.

## 5. DELIVERABLES:

- 5.1 As the fulfilment of Project Subset-B under HRAS-2025, Service provider will entrust to DGH all submissions that are duly aligned with the scope of work and the following deliverables:

5. Basin-wise Project Guidance Document formulated as described at Para 2.7.
5. Project Datasets namely (i) Project-extracted all input datasets used for mapping/modelling, (ii) Assessment workflow summary sheets and (iii) Complete Models with results. Such submissions will include all Final Workings, cleaned and saved basin-wise with complete play information, and will be accompanied by a Data Listing Note.
5. Results of the complete study (HRAS-2025) accompanied by Play-wise Assessment Maps and Shape files for (i) Basin-wise; (ii) Location-wise (States, Onland, Shallow-water and Deepwater); and (iii) Single comprehensive submissions. Key attributes like seismic data (2D, 3D) and wells will be part of such Maps.
5. Basin and country-level Integrated PRMS Chart for all forms of resources (undiscovered and discovered) as described at Para 2.5, one set each as well as combined for unconventional GH and CSG.
5. Basin and country-level NHA for undiscovered resources as described at Para 2.6, one set each as well as combined for conventional, unconventional shale, GH and CSG.
5. Monthly Progress Reports and Stage-gate Review Reports duly signed by Project Lead will be submitted to the Technical Committee, so constituted as a part of project governance. The committee will have members from DGH, NOCs, Private E&P Majors and Invitees from eminent Universities/Institutes.
5. All relevant reports, maps and sections will have geographical direction, scale and legend in standard format, and will be uniform across all submissions. The scale must be suitable to make the maps/sections visible and readable. Sections must have geographical reference lines as Insets.
5. All submissions, unless specifically advised will be in prescribed digital formats, as described at Para 2.7.

## 6 SPECIAL CONDITIONS OF ENGAGEMENT:

- 6.1 The engagement period will be governed by Project Subset as defined at Para 4.1. Contract will come into force from the date of Letter of Award. Letter of Allotment / mobilisation for particular service will be sent later as per requirement.
- 6.2 Centre of the study will be primarily at the DGH, NOIDA, Uttar Pradesh, India. Projects for the study for all sedimentary basins will be created, stored and managed at DGH only. If required, service provider may have to visit the work centres across India of NOCs and Private E&P Majors so engaged.
- 6.3 The study will be conducted in a projectized manner with a Gantt Chart to be continuously updated with progress.

- 6.4 The project will be executed by a Project Team, headed by a Project Lead from Service Provider and will be governed by the Technical Committee. Project Team will be constituted by members from Expert Service Provider and DGH selected. The project may be conceived in a segregated manner by basin or group of basins and several Project Teams can work concurrently to meet the project deadline.
- 6.5 The expert service will include hands-on skills of software to be used in the study, domain/subject matter expertise pertaining to resource assessment procedure and necessary training of DGH technical team so associated.
- 6.6 Bidder has to arrange at his own cost all requisite resources of Software (technical and desktop applications), Hardware (workstations and network devices) and Peripherals (computers, printers, plotters, disks) to be used in the project. Such Hardware will have to be removed from DGH premises by the contractor at their own cost within a reasonable period post completion of the services – natural or otherwise. Contractor must ensure that all media/machines containing data must be formatted before such demobilization and submit Action-taken Report duly signed by DGH authorized person.
- 6.7 The project will be conducted by a team of Experts (Software and Domain) in the field of Seismic Interpretation, Well log Analysis, GIS, Geochemistry, Petroleum System Modelling, Risk Analysis or any Other so required for the project. Engagement of experts will be finalized in discussion with Technical Committee duly aligned with the scope of work and as described at Para 2.7. The experts from service providers may consult with basin and domain expert team identified and additionally engaged by DGH.
- 6.8 Ownership of all data/information in the form of reports, maps or models generated during this study will lie with DGH. The execution of HRAS-2025, at any time do not allow dissemination or transfer of such data outside DGH in any form or means. As described at Para 2.2, the service provider will use analogous datasets at no extra cost to DGH, however, the same will be shared with DGH limited to the viewing rights. Service provider will maintain the confidentiality of all data/information used and generated during the period of the contract and will be required to sign a Confidentiality Agreement for use of data as per the NDR Data Policy or its modified version. Service provider will also be required to sign a Non-disclosure Agreement specific to restricted use of Project data/information.
- 6.9 The project deliverables will be software-agnostic and will be supported by Manuals.
- 6.10 Project will be deemed completed upon acceptance of all deliverables.

## **7 PRE-BID CONFERENCE AND VISIT TO NDR:**

- 7.1 To enable the interested bidders with a clear understanding of the Scope of Work and Deliverables, a Pre-Bid Conference (PBC) will be arranged within 2 weeks of invitation of this RFP. For a realistic assessment of quantum and cost of services, bidders' visit to NDR for viewing of datasets will also be scheduled at the same time.

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**PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-B**

1. The following Pre-Qualification criteria should be strictly complied with, failing which bid will be rejected:

Sl. No	Pre-qualification criteria	Complied (Yes/No)	Requisite supporting documents
1	Bidder must have a minimum of <b>Ten (10)</b> years of practical experience in the <b>E&amp;P industry</b> out of which <b>Five (5)</b> years will be the experience in undertaking <b>unconventional hydrocarbon resource assessment studies</b> for any E&P NOC or Regulatory Body or any Sovereign Entity, as on original bid closing date.		Documentary evidence like contracts/ equivalent documents showing the nature of jobs along with corresponding completion certificates or payment certificates or any other documents, issued by the clients, which substantiate completion of the jobs, with contact details of the issuing person/ organization (Name, Designation, E-mail address, Phone Number).
2	The bidder must have experience of completing at least <b>Three (3) studies leading to estimate of prospective resources</b> in three (3) different <b>Indian sedimentary basins</b> during Last 5 years as on original bid closing date, which were undertaken on the analysis of petroleum system elements leading to mapping, assessing and risking of unconventional resources.		In case the bidder is taking technical support from a Parent/ co-subsidiary/Ultimate Controlling Company please refer clause 2.2-2.5
3	(c) The bidder should be registered/ incorporated in India under Indian Companies Act 1956 including its amendment from time to time. (d) The bidder must have an office in India.		In support of above Point # 1 & 2 above, the bidder should submit a copy Certificate of registration/ Incorporation or any other relevant document, as applicable.
4	The average turnover of the bidder should not be less than <b>INR 50 Cr.</b> in the last Three (3) financial years		(f) The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder for previous three financial years for ascertaining their turnover. (g) Certificate issued by the Statutory Auditor or a practicing Chartered Accountant stating the annual turnover for the respective three years and also mentioning UDIN. (h) For the purpose of ascertaining parameter of Turnover of the bidder, average turnover from operation of the bidder for the previous three financial years shall be considered. Average turnover from operation of the bidder for the

previous three financial years shall be calculated by dividing the turnover from operation of previous three years by three, irrespective of the fact that quoted turnover for one particular year is for a period of less than 12 months or complete 12 months. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous two financial years for ascertaining their turnover.

- (i) The date (i.e. the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the actual date of bid closing (i.e. in case of tender extension, the final extended bid closing date will be considered).
- (j) In case the bidder is taking financial support from a Parent/ co-subsidiary held by the same Parent ["Supporting Company"], the bidder shall be required to submit the following documents:
  - (i) The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.
  - (ii) The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
  - (iii) Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided in tender.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (ix) Audited consolidated annual financial statement in respect of such supporting company. The bidder will

		<p>provide a statement containing the value of average annual turnover required in the tender based on the supporting company's audited consolidated financial statement as defined in BEC. The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant or equivalent.</p> <p>(x) In case the financial statements submitted by the bidder are in currencies other than INR, the closing currency exchange rate as prevailing on the date of Actual Bid Closing as per "Daily" Closing exchange rate published by SBI, up to three places of decimal, shall be considered for converting it into INR. The exchange rates presently appearing on the right-hand corner of the exchange rate chart of the said internet site shall be considered as closing rate for the day.</p> <p>(xi) In cases where the supporting company is not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing chartered accountant or equivalent.</p> <p>(xii) Corporate Guarantee from the supporting company in the prescribed Format-4.</p> <p>(xiii) Certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between the bidder and the supporting company.</p> <p>(xiv) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company/ Legal Secretary of the Supporting Company.</p>
5	Bidder must not be blacklisted/ debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as on the original Bid Closing Date.	Declaration to this effect signed by authorized official of the bidder on its letterhead.
6	Bidder must agree to mobilize the requisite resources like Software,	Declaration to this effect signed by authorized official of the

Hardware and Manpower to DGH, unconditionally ahead of scheduled start of the project.		bidder on its letterhead.
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## 2. IMPORTANT REFERENCE:

- 2.1 Bids by Consortium/ Joint Ventures will not be allowed.
- 2.2 Only the Companies incorporated in India which maintain minimum 20% local content for the offered services are eligible to participate. With regard to calculation of local content and submission of documents during bidding & execution of contract, provision of Purchase Preference Policy (Linked with Local content) shall be applicable.
- 2.3 Eligibility criteria in case bid is submitted on the basis of technical experience of another company (supporting company) which holds more than fifty percent of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries or vice versa. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa:
- 2.4 Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like technical collaboration agreement. In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (iv) An Agreement (as per **Format No.-1**) between the bidder and the supporting company.
- (v) A Guarantee (as per **Format No.-2**) by the supporting company to DGH for fulfilling the obligation under the Agreement.
- (vi) Undertaking by Supporting Company to provide a Performance Bank Guarantee (equivalent to 50% of the value of the PBG which is to be submitted by the bidding company in case the supported bidding company is the successful bidder as per the format provided in tender.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by DGH due to non-performance of the contractor.

**Note:** In case Supporting Company fails to submit Bank Guarantee as per 2.4 (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.5 Eligibility criteria in case bid is submitted on the basis of technical experience of such companies that are controlled by a 'ultimate controlling company':

(For the purpose of this clause 'ultimate controlling company' is the one that holds more than fifty percent of the paid-up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and 'any other company' mentioned in the clause.)

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience of the company within the 'ultimate controlling company' subject to meeting of the following conditions.

- (v) Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- (vi) Provided that the supporting company on its own and not through any other arrangement like technical collaboration agreement meets the technical experience, criteria stipulated in the BEC.
- (vii) Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement (as per **Format No.-3**) between them, their ultimate controlling company and the supporting company.
- (viii) Undertaking by Supporting Company or Ultimate Controlling Company that in case of award, an additional PBG equivalent to 50% of the value of the PBG by the bidding company, shall be submitted either by Supporting Company which supports the bidding company or the Ultimate Controlling Company, in case the supported bidding company is the successful bidder.

In cases where foreign based supporting company or the Ultimate Controlling Company do not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company or the Ultimate Controlling Company subject to the condition that supporting company or the ultimate controlling company, as the case may be, has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries Or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company or the Ultimate Controlling Company are not having any Permanent Establishment in India in terms of Income Tax Act of India.

**Note:** In case Supporting Company, which supports the bidding company or the Ultimate Controlling Company, fails to submit Bank Guarantee as per (iv) above, EMD/SD submitted by the bidder shall be forfeited.

### BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-B

1. Bids will be invited as per Project Subset-B as described at Para 4.1.
2. The bids will be evaluated based on PQC to short-list the eligible bidders, who will be offered to participate in the bidding. Further, PQC-qualified bids will be evaluated using **Least Cost Selection (LCS)** methodology. 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 be eligible for financial evaluation.

The Financial Bids of only technically qualified bidders will be opened, and the contract will be awarded to the **Lowest (L1) Bidder**.

3. The technical competency of the bidder shall be evaluated through the Technical Qualification Criteria (TQC) matrix as indicated below. Reference may be drawn for Project Sub-set chosen by Bidders.

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
1	<p><b>Proposal Presentations</b></p> <p>DGH will invite the eligible bidders having the prescribed pre-qualification criteria to make a presentation to DGH team on their experience in comprehensive assessment of unconventional resources of CSG and GH:</p> <p>The presentation will be based on the following agenda and key areas shown in italics:</p> <p>(vi) <b>Petroleum System Modelling Projects completed in India and overseas [05 marks]</b> <i>[Number of basins, whether National/ Regional, Variety and size of datasets used],</i></p> <p>(vii) <b>Nature, methodology and value addition for assessment of hydrocarbons [10 marks]</b> <i>[Mapping, Modelling, Analogy, Flexibility, Data enrichment and Auto-updating]</i></p> <p>(viii) <b>Project Gantt Chart, Team composition and Domain expertise [10 marks]</b> <i>[Time efficiency, Team strength and capability, Nature and scale of subject-matter expertise]</i></p> <p>(ix) <b>Software capabilities in achieving Project goals [05 marks]</b></p>	40	<p>(v) Presentation Slide-pack to be provided 2 days before the scheduled date of presentation, to be intimated by DGH.</p> <p>(vi) Bidder will be allowed 60-minute time slot</p> <p>(vii) Presentation will be restricted to the given agenda and marking will be made basis how well the key areas are covered and explained.</p> <p>(viii) Bidder is required to be present at DGH. Bidder may invite their team located outside India at no cost to DGH.</p>

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
	<p><i>[Software support for scalable architecture for future updates]</i></p> <p>(x) <b>Experience of creating National Hydrocarbon Atlas for all forms of hydrocarbon resources [10 marks]</b></p> <p><i>[Design, Features, Backend integration with RDBMS, Reporting templates]</i></p>		
2	<p><b>Number of projects</b> completed during <b>Last Five (5) years</b>, as on bid closing date on comprehensive assessment of unconventional resources of CSG and GH using <b>Petroleum System Modelling:</b></p>	05	<p>Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.</p>
a)	>5 projects - 05 Marks		
b)	3-5 projects – 03 Marks		
3	<p><b>Number of projects</b> completed at <b>Country-level</b> during <b>Last Five (5) years</b>, as on bid closing date on comprehensive assessment of unconventional resources of CSG and GH using <b>Petroleum System Modelling:</b></p>	10	
a)	>5 projects – 10 Marks		
b)	3-5 projects – 05 Marks		
c)	1 to 2 projects – 02 Marks		
4	<p><b>Number of countries</b>, where projects were completed at <b>Country-level</b> during <b>Last Five (5) years</b>, as on bid closing date on comprehensive assessment of unconventional resources of CSG and GH using <b>Petroleum System Modelling:</b></p>	05	
a)	>3 countries – 05 Marks		
b)	2-3 countries – 02 Marks		
5	<p><b>Number of projects</b> completed during <b>Last Ten (10) years</b>, as on bid closing date for <b>India's different sedimentary basins</b> on comprehensive assessment of unconventional resources of CSG and GH using <b>Petroleum System Modelling:</b></p>	10	
a)	> 5 projects –10 Marks		
b)	3-5 projects – 05 Marks		
6	<p><b>Domain (Subject-matter) Experience</b> of the Team Leader in undertaking <b>Petroleum System Modelling Projects</b> on comprehensive assessment of unconventional resources of CSG and GH:</p>	10	<p>Bio-data with Minimum 10 years' experience of working in international projects.</p> <p>Documentary evidence like service orders/ equivalent</p>
a)	>25 years – 10 Marks		

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
b)	20-25 years – 05 Marks		documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
c)	10-19 years – 02 Marks		
<b>7</b>	<b>Average hands-on software experience</b> of team members (except the Team Leader) in undertaking <b>Petroleum System Modelling Projects</b> on comprehensive assessment of unconventional resources of CSG and GH:		
a)	>15 years – 05 Marks	<b>05</b>	Bio-data with Minimum 5 years' experience in working on international projects.  Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
b)	10-15 years - 02 Marks		
<b>8</b>	<b>Experience</b> in creation of <b>PRMS Chart</b> depicting basin-level reporting of undiscovered and discovered resources of CSG and GH:	<b>05</b>	Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
	Yes - 05 Marks		
<b>9</b>	<b>Experience</b> of working in minimum <b>Three (3) countries</b> where <b>National Hydrocarbon Atlas</b> were <b>created</b> depicting basin and play-level Unconventional resources of CSG and GH:	<b>05</b>	Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.
	Yes - 05 Marks		
<b>10</b>	<b>Number of countries</b> where <b>National Hydrocarbon Atlas</b> were created and <b>managed</b> depicting basin and play-level Unconventional resources of CSG and GH:	<b>05</b>	Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.

Sl. No.	Quality Criteria	Maximum Marks	Supporting Documents
a)	>5 countries- 05 Marks		be submitted along with the bid.
b)	3-5 countries- 02 Mark		
	<b>Total Technical Score</b>	<b>100</b>	

**Note:** Comprehensive assessment of unconventional resources of CSG and GH means analysis of petroleum system elements, resource mapping and modelling, resource estimating and resource risking.

#### 4. IMPORTANT REFERENCES:

- 4.1 The bidder, under any category must submit corresponding documentary evidence(s) as referred to in the BEC.
- 4.2 The technical experience of the parent/ subsidiary/ co-subsiary of the bidder shall also be considered for the purpose of evaluation.
- 4.3 In case, where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the above BEC wherever applicable, a certificate, certifying all the required information, issued by the CEO/ CFO/ Head of bidding entity/ MD of the company along with an undertaking that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.
- 4.4 DGH may undertake verbal/written clarifications with the bidders. The primary objective of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

#### 5. BID EVALUATION:

- 5.1 Two-bid system will be followed, and bids will be evaluated as per Project Subset. Bidders are free to choose for one or more Project Subset, subject to conditions as described at Para 1.4. Bids will be evaluated using Least Cost Selection (LCS) method.
- 5.2 Two separate tenders will be invited as per Bidding Options, given at Para 1.4, one for **Project Subset-B** combined with **Project Subset-A** and another exclusively for **Project Subset-C**.
- 5.3 Bids will be first opened for Project Subset-A and Project Subset-B. Bidder, who emerges as Lowest(L-1) in either or both Project Subsets-A and Project Subset-B, will not be considered for Project Subset-C.
- 5.4 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.
- 5.5 The Financial Bids of only technically qualified bidders will be opened. The contract will be awarded on Lowest (L-1) bidder.

## 6. DELIVERY SCHEDULE:

6.1 The study will be conducted as per scope, duration and sequences as described at Para 4.1. The Project Sub-set will commence from the date of notice of commencement sent by DGH and close with the fulfilment of deliverables.

6.2 Following schedule of service delivery will be followed:

1.	<b>Mobilization of resources</b>	<ul style="list-style-type: none"><li>• The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Go-Ahead. The contractor shall, within a maximum period of 7 days, mobilize the resources from the given date.</li><li>• The Go-Ahead letter will also indicate the date of the joint kick-off meeting with DGH.</li></ul>
2.	<b>Periodical review of the project as per Project Gantt chart</b>	<ul style="list-style-type: none"><li>• Every alternate Friday or when decided by Project Lead in consultation with Technical Committee</li></ul>
3.	<b>Submission of all deliverables as per prescribed conditions as laid out or decided during the course of the project including hand-over of project data (input, processed, output) in software-agnostic formats.</b>	<ul style="list-style-type: none"><li>• Within one week after the completion project</li></ul>

## 7. PAYMENT TERMS:

7.1 No advance fee will be paid upon acceptance of the Letter of Award or for mobilization of the resources.

7.2 Payments will be made upon completion of the study as per plan below upon submission of necessary invoices and successful completion certificates issued by Project Lead and endorsed by Technical Committee.

<b>Milestone</b>	<b>Payment Terms</b>
Phase-I (GH)	20% of Total Cost (Phase I and III)
Phase-III (CSG)	80% of Total Cost (Phase I and III)

7.3 10% of Project value without taxes will be kept on hold until the project deliverables are endorsed by Technical Committee.

## 8. LIQUIDATED DAMAGES:

8.1 If the Service Provider fails to complete the activities and cannot hand over all project deliverables as mentioned in the delivery schedule, a sum equivalent to 0.5 % of the total contract value per week, for the first four(4) weeks of delay or part thereof, and after that 1% of the total contract value per week subject to a maximum of 5% of the contract value will be levied

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY**

(TO BE EXECUTED ON STAMP PAPER OF RS 100 AND NOTORISED)

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in the Bidder’s full name, constitution and registered office address) Corporate Identity Number ----- hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of company which hold more than fifty percent of the paid up share capital of the bidding company / company in which it holds more than fifty percent of the paid up share capital. as the case may be) Corporate Identity Number -----hereinafter referred to as “Supporting Company” of the other part:

WHEREAS

DGH has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_(Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_[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 bidder 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. M/s. \_\_\_\_\_(Bidder) will submit its bid to DGH for the full scope of work as envisaged in the tender document and liaise with DGH directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Supporting Company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management 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 Supporting Company and accepted by the bidder.
3. The Bidder/Supporting Company holds more than 50 % paid up equity capital of the Supporting Company/Bidder.
4. This agreement will remain valid till validity of bidder’s offer to DGH including extension if any and till satisfactory performance of the contract in the event the contract is awarded by DGH to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting Company shall be jointly and severally responsible to DGH for satisfactory execution of the contract.

6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by DGH.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

For and on behalf of

(Supporting Company)

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

\*\*\*

**GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR**

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 Corporate Identity Number --- ----and its Registered Office at ..... hereinafter called “the Guarantor and or the Supporting company ”which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. DGH, having its Registered Office at ----- and having an office, amongst others, at ..... (insert purchase centre address) hereinafter called “DGH ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number ..... for ..... on .....

2. M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at ..... (give complete address) hereinafter called “the Bidder and or Contractor as the context may require 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, submitted their bid bearing number ..... to DGH

3. The Bidder/Guarantor Company holds more than 50 % paid up equity capital of the Supporting Company/Bidder.

4. The Guarantor Company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

5. DGH is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by DGH Corporation at any stage.

The Guarantor represents that they have read the terms and conditions 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 Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to DGH and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor Company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from DGH, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Corporation and duly perform the obligations of the Company to the satisfaction of the Corporation.
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) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to DGH for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by DGH.
4. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.
5. 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.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final

and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

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 law or any judgment.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Witness:

Signature\_\_\_\_\_

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address\_\_\_\_\_

official seal\_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**Instructions:**

(i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:

- CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such agreements.

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**FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SUPPORTING COMPANY AND THE  
ULTIMATE CONTROLLING COMPANY**

**(TO BE EXECUTED ON STAMP PAPER OF Rs.100 VALUE AND NOTORISED)**

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ Corporate Identity Number -----hereinafter referred to as "Bidder" of the first part and

M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Supporting Company of the Bidder) Corporate Identity Number -----herein after referred to as "Supporting Company" of the second part and

M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Controlling Company of both the companies viz. bidder and the supporting company) hereinafter referred to as "Ultimate Controlling Company" of the third part.

WHEREAS

DGH has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and

M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Supporting Company) and

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 bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to DGH for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Supporting Company) 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.
3. This agreement will remain valid till validity of 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.
4. Supporting 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.

5. The Ultimate Controlling Company also confirms and undertakes that the commitment made by the supporting company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Controlling Company also takes full responsibility in getting the contract executed through the supporting company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

M/s.

Witness

1)

2)

For and on behalf of

(supporting company)

M/s.

Witness

1)

2)

For and on behalf of

(Ultimate Controlling  
Company)

M/s.

Witness

1)

2)

**GUARANTEE BY THE SUPPORTING COMPANY/GUARANTOR**

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 Corporate Identity Number --- ----and its Registered Office at ..... hereinafter called “the Guarantor and or the Supporting company ”which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

## WHEREAS

1. DGH, having its Registered Office at ----- and having an office, amongst others, at ..... (insert purchase centre address) hereinafter called “DGH ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number ..... for ..... on .....

2. M/s..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at ..... (give complete address) hereinafter called “the Bidder and or Contractor as the context may require 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, submitted their bid bearing number ..... to DGH.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor Company holds more than 50 % paid up equity capital of the Bidder.

5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

DGH is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing financial support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by DGH Corporation at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide financial support as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to DGH and undertakes as follows:

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor
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) under the contract that may be awarded to the Bidder/ Contractor.
3. 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.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of ....., India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. 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 law or any judgment.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Witness:

Signature\_\_\_\_\_

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address\_\_\_\_\_

official seal\_\_\_\_\_

2. Signature\_\_\_\_\_

Full Name \_\_\_\_\_

**Instructions:**

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
  - any of the full time Directors at the Board level, (or)
  - Proprietor in case of Sole Proprietorship concerns, (or)
  - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
  - any official holding valid authorization for signing such agreements.

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**BIDDER UNPRICED RESPONSE SHEET****Project Subset-A (Bidder to mention Quoted/Not Quoted in each Yellow Cell)**

<b>,PHASE-I (Conventional Resources &amp; Unconventional Shales – Assessment, East Coast Basins)</b>				
Duration: 6 months				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	GST (%) and its rate (B)	Total Price (C) in (₹) = (A+B)
1	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - <b>5 basins</b> (India's East Coast)			
<b>Project Subset-A, PHASE-II (Conventional Resources &amp; Unconventional Shales – Assessment, West Coast Basins)</b>				
Duration: 6 months				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	GST (%) and its rate (B)	Total Price (C) in (₹) = (A+B)
2	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - <b>6 basins</b> (India's West Coast)			
<b>Project Subset-A, PHASE-III (Conventional Resources &amp; Unconventional Shales – Assessment, Onland Basins)</b>				
Duration: 6 months				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	Applicable GST (%) and its rate (B)	Total Price (C) in (₹) = (A+B)
3	Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - <b>15 basins</b> (India's Onland)			
<b>Project Subset-A, PHASE-IV (Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins)</b>				
At the end of the year, for 5 years				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	Applicable GST (%) and its rate (B)	Total Price (C) in (₹) = (A+B)
4	Basin-level Play-wise Update of the			

	Hydrocarbon Resource Assessment Projects and National Hydrocarbon Atlas of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays.			
<b>TOTAL (1+2+3+4):</b>				

Note:

- Rates should be quoted strictly as per above format in the Price Bid(Excel Sheet) and in no other manner.
- Bidder confirms that they have **quoted/Not quoted (strike out whichever is not applicable)** .....prices for all Phases of Project Subset A above.
- Prices must not be indicated in above BIDDER UNPRICED RESPONSE SHEET. **If the Bidder mentions the prices in this sheet, then the bid of such bidders will be summarily rejected.**
- Minimum quoted price for Phase IV cannot be less than 10% of the total contract cost for Phase-I, II and III, e.g. if the total contract cost for Phase-I, II and III without taxes is INR 50 Cr, then the minimum quoted price for Phase IV cannot be less than INR 5 Cr.
- The maximum quoted price for other phases shall be maximum of 90% of the total contract cost and it shall be capped for Phase I, II, and III as 35%, 35%, 30% of (Phase-I+II+III) respectively.
- Bidder to quote prices for phase I, II, III & IV of Price Bid Project Subset A of HRAS-2025, i.e. in the following manner:

<b>S.no</b>	<b>Phase</b>	<b>Description</b>	<b>Price Capping</b>
1	I	Conventional Resources & Unconventional Shales – Assessment, East Coast Basins	35% of Contract value of Phase I+ Phase II+ Phase III
2	II	Conventional Resources & Unconventional Shales – Assessment, West Coast Basins	35% of Contract value of Phase I+ Phase II+ Phase III
3	III	Conventional Resources & Unconventional Shales – Assessment, Onland Basins	30% of Contract value of Phase I+ Phase II+ Phase III
4	IV	Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins)	Not less than 10% of Total contract value i.e. (Phase I+ Phase II+ Phase III +Phase IV)

i. Bidder to quote prices for Phase I, II & III as 35%, 35% & 30% of Total price of (Phase-I+II+III) respectively (including GST). In case, it is found upon opening of price bids that such bidder has quoted amount for any Phase I, II or III more than the 35%, 35% & 30% of Total price of (Phase-I+II+III) then the excess % of that phase(s) shall be reduced accordingly and shall be equally spread between the remaining phase(s) in order to limit prices to the % indicated above.

ii. Also, bidder to quote Minimum price for Phase IV not less than 10% of the Total price (Phase I+ Phase II+ Phase III +Phase IV). In case, it is found upon opening of price bids that such bidder has quoted Annual Update charges less than 10% of the 'Total' (including GST), an amount of 10% would be deemed to be of Phase IV and would be allocated to be paid as part of Annual Update charges. The shortfall amount shall be equally spread out between prices quoted for Phase I, II & III in the price format.

The above-mentioned adjustments shall also become valid for purpose of making payments without changing the 'Total' of Phase I, II III & IV (including GST).

**In this regards bidder needs to submit an undertaking as per format provided at Appendix -12 in the Techno-commercial bid.**

**Signature of Bidder  
Seal**

**Project Subset-B (Bidder to mention Quoted/Not Quoted in each Yellow Cell)**

<b>PHASE-I (Assessment of Unconventional Resources of GH)</b>				
Duration: 3 months				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	GST (%) and its rate (B)	Total Price (C) in (₹) = (A+B)
1	Assessment of Unconventional Resources of Gas Hydrate (GH)			
<b>PHASE-III (Assessment of Unconventional Resources of CSG)</b>				
Duration: 6 months				
Sl.No.	Category/ Project subsets	Total Price in Cr. (₹) (A)	GST (%) and its rate (B))	Total Price (C) in (₹) = (A+B)
2	Assessment of Unconventional Resources of Coal-seam Gas (CSG)			
<b>TOTAL</b>				

Note:

- Rates should be quoted strictly as per above format in the Price Bid (Excel Sheet) and in no other manner.
- Bidder confirms that they have **quoted/Not quoted (strike out whichever is not applicable)** ..... prices for all Phases of Project Subset B above.
- Prices must not be indicated in above BIDDER UNPRICED RESPONSE SHEET. **If the Bidder mentions the prices in this sheet, then the bid of such bidders will be summarily rejected.**

**Signature of Bidder  
Seal**

**E-tendering Instructions to Bidders**

**General:**

These are the special Instructions (for e-Tendering) as supplement to „Instruction to Bidders“ as available in Annexure-I of the tender document. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

**1. Tender Bidding Methodology:**

Sealed Bid System –Two Envelopes.

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

**2. Broad outline of activities from Bidders prospective:**

- i) Procure a Digital Signing Certificate (DSC).
- ii) Register on Central Public Procurement Portal (CPPP).
- iii) Create Users and assign roles on CPPP.
- iv) View Notice Inviting Tender (NIT) on CPPP.
- v) Download Official Copy of Tender Documents from CPPP.
- vi) Prepare & arrange all document/paper for submission of bid online/offline.
- vii) Bid-Submission on CPPP.
- viii) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Techno-Commercial Part).
- ix) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Financial-Part) {only for Technically Responsive Bidders}

**3. Digital Certificates:**

For participation in e-tendering, it is mandatory for all bidders to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above (in the name of person who will sign the Bid), issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**4. Registration:**

To use the Central Public Procurement Portal (<http://www.eprocure.gov.in>), bidder needs to register on the portal. The bidder should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and go to the e-procure link then go to “Online Bidder Enrollment”.

**5. Bid related information for this Tender (Sealed Bid):**

The entire bid-submission would be online on CPPP (<http://www.eprocure.gov.in>) Broad outline of submission are as follows:

- (I) Submission of Bid Security (EMD).
- (II) Submission of digitally signed copy of Tender Documents/ Addendum/ Corrigendum.
- (III) Two Envelopes.
  - Techno- Commercial Bid
  - Financial Bid

**6. Offline submissions of some documents:**

It is mandatory for all bidders to submit following documents offline (physically) to HOD (MM), Grd Floor, DGH office, OADB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).

The envelope shall bear the name of the firm, tender number, name of work and the phrase — Do Not Open Before (Due date & time of opening of tender) —

**Note:**

- A. The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. The DGH shall not be responsible if the envelope is delivered elsewhere or late.
- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

**7. Other Instructions:**

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

The bidder should visit the home-page of the CPP portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and go to the link “e-procure”, then “Bidders Manual Kit” and “Help for Contractors” link.

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
  - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.

- b.** Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blue back ground cells. Don't fill in white back ground cells.
  - c.** BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
  - d.** Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause \_\_\_\_\_ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

CATEGORY WISE 3D SEISMIC STATISTICS OF SEDIMENTRY BASINS AS ON DATE 31st MAR 2025			
CATEGORY	BASIN	TOTAL SKM	TOTAL BASIN SKM
I	ASSAM_ARAKAN_FOLD_BELT	4637.26	4637.26
	ASSAM SHELF	12469.92	12469.92
	CAMBAY_OFFSHORE	1047.04	34690.79
	CAMBAY_ONLAND	33643.75	
	CAUVERY_DEEPWATER	36364.24	51003.10
	CAUVERY_SHALLOW_WATER	2116.70	
	CAUVERY_ONLAND	12522.16	
	KG DEEPWATER	62977.06	85859.19
	KG ONLAND	10122.26	
	KG SHALLOW WATER	12759.87	
	MUMBAI SHALLOW WATER	109250.02	115268.63
	MUMBAI DEEP WATER	6018.62	
	RAJASTHAN	17773.77	17773.77
II	ANDAMAN	0.00	18896.47
	ANDAMAN_DEEPWATER	12505.47	
	ANDAMAN_SHALLOW_WATER	6391.00	
	KUTCH ONLAND	147.49	12987.56
	KUTCH SHALLOW WATER	12138.36	
	KUTCH DEEP WATER	701.71	
	MAHANADI ONLAND	2759.12	37713.26
	MAHANADI DEEPWATER	34400.27	
	MAHANADI SHALLOW WATER	553.87	
	SAURASHTRA DEEPWATER	10311.18	20185.52
	SAURASHTRA SHALLOW WATER	9874.34	
	VINDHYAN	1380.56	1380.56
III	BENGAL_DEEPWATER	14787.45	30380.47
	BENGAL PURNEA_ONLAND	8047.22	
	BENGAL_SHALLOW	7545.80	
	GANGA BASIN	420.21	420.21
	KERALA KONKAN DEEPWATER	8677.64	13717.05
	KERALA KONKAN SHALLOW WATER	5039.41	
	KERALA-KONKAN ONLAND	0.00	
	SPITI-ZANSKAR	0.00	0.00
	KAREWA	0.00	0.00
	BASTAR	0.00	0.00
	BHIMA KALAGDI	0.00	0.00
	CHHATISGARH	0.00	0.00
	CUDDAPH	0.00	0.00
	DECCAN-SYNECLISE	0.00	0.00
	PRANHITA GODAVARI	0.00	0.00
	HIMALAYA	0.00	0.00
	NARMADA	0.00	0.00
	SOUTH REWA	553.71	553.71
	<b>TOTAL SKM</b>	<b>457937.47</b>	<b>457937.47</b>

ANNEXURE-1  
 NDR Reference Dataset as on 31.03.2025  
 Tender# GLGP-12/1/2025-DGH-ENQ-242

CATEGORY WISE 2D SEISMIC STATISTICS OF SEDIMENTARY BASINS AS ON DATE 31st MAR 2025			
CATEGORY	BASIN	TOTAL LKM	TOTAL BASIN LKM
I	ASSAM_ARAKAN_FOLD_BELT	18287.30	18287.30
	ASSAM SHELF	34926.37	34926.37
	CAMBAY_OFFSHORE	17364.00	86542.20
	CAMBAY_ONLAND	69178.20	
	CAUVERY_ONLAND	10011.87	111591.58
	CAUVERY_DEEPWATER	77477.70	
	CAUVERY_SHALLOW_WATER	24102.01	
	KG DEEPWATER	116417.64	167139.86
	KG ONLAND	31442.89	
	KG SHALLOW WATER	19279.33	
	MUMBAI DEEPWATER	55176.39	229347.56
	MUMBAI SHALLOW WATER	174171.16	
	RAJASTHAN BASIN	42156.00	42156.00
II	ANDAMAN	0.00	142029.16
	ANDAMAN DEEPWATER	116197.47	
	ANDAMAN_SHALLOW_WATER	25831.69	
	KUTCH DEEPWATER	2878.61	38404.41
	KUTCH ONLAND	4124.46	
	KUTCH SHALLOW WATER	31401.35	
	SAURASTRA ONLAND	2593.60	55094.19
	SAURASHTRA DEEPWATER	14969.88	
	SAURASHTRA SHALLOW WATER	37530.71	
	MAHANADI DEEPWATER	23098.15	37608.95
	MAHANADI ONLAND	6326.44	
	MAHANADI SHALLOW WATER	8184.36	
	VINDHYAN	26469.04	26469.04
III	BENGAL_DEEPWATER	30556.08	66452.79
	BENGAL PURNEA ONLAND	23145.72	
	BENGAL SHALLOW_WATER	12750.99	
	BHIMA KALAGDI	1087.19	1087.19
	CHHATISGARH	1998.67	1998.67
	CUDDAPH	1673.68	1673.68
	DECCAN-SYNECLISE	11075.63	11075.63
	GANGA_PUNJAB	25023.34	25023.34
	PRANHITA GODAVARI	1488.47	1488.47
	HIMALAYA	5338.11	5338.11
	KERALA KONKAN DEEPWATER	121397.49	154001.52
	KERALA KONKAN SHALLOW WATER	32604.04	
	NARMADA	2094.32	2094.32
	SPITI-ZANSKAR	42.33	42.33
	KAREWA	0.00	0.00
	BASTAR	0.00	0.00
	SOUTH REWA DAMODAR	6540.52	6540.52
	<b>TOTAL LKM</b>	<b>1266413.18</b>	<b>1266413.18</b>

ANNEXURE-1  
 NDR Reference Dataset as on 31.03.2025  
 Tender# GLGP-12/1/2025-DGH-ENQ-242

CATEGORY WISE WELL STATISTICS OF SEDIMENTARY BASINS AS ON DATE 31st MAR 2025						
Category	BASIN	appraisal	development	exploratory	Grand Total	Remarks
I	KG-DEEP-WATER	25	84	223	1450	
	KG-ONLAND	8	239	542		
	KG-SHALLOW-WATER	5	66	258		
	MUMBAI-DEEP-WATER			1	4807	
	MUMBAI-SHALLOW-WATER	17	3646	1143		
	ASSAM-ARAKAN-FOLDBELT	10	125	362	3991	
	ASSAM-SHELF	15	2251	1228		
	RAJASTHAN	108	1112	313	1533	
	CAUVERY-DEEP-WATER	3		17	872	
	CAUVERY-ONLAND		228	558		
	CAUVERY-SHALLOW-WATER			66		
	CAMBAY-OFFSHORE	2	6	34	9722	
	CAMBAY-ONLAND	31	6600	3048		
	CAMBAY-SHALLOW-WATER			1		
II	SAURASHTRA-DEEP-WATER			6	39	
	SAURASHTRA-ONLAND			4		
	SAURASHTRA-SHALLOW-WATER			29		
	KUTCH-DEEP-WATER			1	79	
	KUTCH-ONLAND			10		
	KUTCH-SHALLOW-WATER			68		
	VINDHYAN	1		32	33	
	MAHANADI-DEEP-WATER	7		28	52	
	MAHANADI-ONLAND			8		
	MAHANADI-SHALLOW-WATER			9		
ANDAMAN-DEEP-WATER			9	22		
ANDAMAN-SHALLOW-WATER			13			
III	KERALA-KONKAN-DEEP-WATER			6	20	
	KERALA-KONKAN-SHALLOW-WATER			14		
	BENGAL-DEEP-WATER	5		6	104	
	BENGAL-ONLAND	2		57		
	BENGAL-SHALLOW-WATER	1		33		
	PURNEA-ONLAND			7	7	
	PRANHITA-GODAVARI			2	2	
	GANGA-PUNJAB			19	19	
	SATPURA			1	1	
	SOUTH-REWA			1	1	
	DAMODAR				0	
	HIMALAYAN-FORELAND			21	21	
	KAREWA			2	2	
	BASTAR				0	
	BHIMA KALAGDI				0	
	CHHATISGARH				0	
	CUDDAPH				0	
	DECCAN-SYNECLISE				0	
	NARMADA				0	
	SPITI-ZANSKAR				0	
<b>Grand Total</b>		<b>240</b>	<b>14357</b>	<b>8180</b>	<b>22777</b>	

ANNEXURE-1  
NDR Reference Dataset as on 31.03.2025  
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CBM WELLS				
BASIN	core	development	exploratory	Grand Total
ASSAM-SHELF	15		2	17
BENGAL-ONLAND			4	4
CAMBAY-ONLAND	1			
DAMODAR	67	633	39	713
PRANHITA-GODAVARI	2			2
RAJASTHAN	17			17
SATPURA	19		2	21
SOUTH-REWA	44	334	20	398
<b>Grand Total</b>	<b>165</b>	<b>967</b>	<b>67</b>	<b>1172</b>

NGHP WELLS		
BASIN	exploratory	Grand Total
ANDAMAN-DEEP-WATER	1	1
KG-DEEP-WATER	59	59
MAHANADI-DEEP-WATER	6	6
<b>Grand Total</b>	<b>66</b>	<b>66</b>

ANNEXURE-1  
NDR Reference Dataset as on 31.03.2025  
Tender# GLGP-12/1/2025-DGH-ENQ-242

## CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) in New Delhi:

### BETWEEN

1. **Directorate General of Hydrocarbons**, having its office at OADB Bhawan, Tower-A, Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301 (hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
2. \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ and having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the “**Recipient**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The Disclosing Party and the Recipient are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS

- A. The Disclosing Party and the Recipient are in discussions in relation to disclosing information in relation to the “**Properties**” (as defined under 1.1 below), more particularly specified in Schedule I.
- B. The Recipient has sought from the Disclosing Party certain Confidential Information for the following purpose to enable the Recipient to utilize such Information (i) to evaluate participation by the Recipient in the bidding process under Hydrocarbon Exploration and Licensing Policy and/or (ii) to carry out its obligation under any contract with the Government of India or any of its authorities in relation to exploration and production of hydrocarbons under the Hydrocarbon Exploration and Licensing Policy; and/or (iii) utilize such information to develop its knowledge of the area related to exploration and production of hydrocarbons.
- C. The Disclosing Party wants to protect the confidentiality of the information made accessible to the Recipient and desires that the Recipient shall not breach the confidentiality and shall not disclose, sell, trade, publish, or otherwise disclose to anyone in any manner whatsoever the confidential information, specifically in a

way that adversely impacts the interests of the Disclosing Party, Government of India and India's natural resources.

- D. The Recipient acknowledges and confirms that all information provided in relation to the Properties, on or after the date of this Agreement, shall be treated as confidential and shall not be used, disclosed, sold, assigned, traded, published, or otherwise disclosed by the Recipient for any purpose other than the purpose specifically agreed under this Agreement.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

**“Affiliate or Affiliated Company”** means a company or a body: (a) which directly or indirectly controls or is controlled by a company which is a Party to this Contract; or (b) which directly or indirectly controls or is controlled by a company which directly or indirectly controls or is controlled by a company which is a Party to this Contract. For the purpose of this definition it is understood that “control” means the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including but not limited to, by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements or in any other manner.

**“Confidential Information”** shall mean data pertaining to geological, geophysical, geochemical, petro physical, engineering, well logs, maps, cores, cuttings and production data as well as all interpretative and derivative data, including reports, analyses, interpretations, evaluation and all information provided or to be provided by the Disclosing Party including without limitation any confidential, non-public or proprietary information provided or disclosed on or after the date of this Agreement to the Recipient in accordance with this Agreement and in relation to the Properties described in Schedule I, and shall include without limitation:

- (i) all copies, notes, analyses, studies, memoranda, compilations, or other documents, both in digital and non-digital format which contain, in whole or in part, the information furnished by the disclosing party with respect to the Purpose (as defined in this Clause 1.1 below)
- (ii) any information identified as being ‘privileged’ or ‘confidential’,

and shall be deemed to include all information, irrespective of the method of communication being by way of, but not limited to written documents, disks and electronic mail.

**“Effective Date”** shall mean the date first above written.

“**Person**” shall mean any natural person, firm, company, governmental authority, joint venture association, partnership or other entity (whether or not having a separate legal personality).

“**Purpose**” shall mean the purpose for which the Confidential Information shall be disclosed by the Disclosing Party to the Recipient and shall mean to enable the Recipient to utilize such Confidential Information disclosed to recipient for (i) evaluating participation by the Recipient in the bidding process under Hydrocarbon Exploration and Licensing Policy, (ii) to evaluate the Properties or any transaction in connection with a possible acquisition by Recipient or any one of its Affiliated Companies of certain rights in the Properties and/ or (iii) to carry out its obligation under any contract with the Government of India or any of its authorities in relation to exploration and production of hydrocarbons under the Hydrocarbon Exploration and Licensing Policy; and/or (iv) utilize such information to develop its knowledge of the area related to exploration and production of hydrocarbons.

“**Properties**” shall mean the area identified by the Disclosing party for possible acquisition by Recipient for evaluation and possible transaction with the Disclosing party may take place and shall be limited to the area listed under Schedule 1 to the Agreement.

## **1.2 Interpretation**

Save where the context otherwise requires in this Agreement:

- (i) Words importing the singular shall include the plural and vice versa where the context so requires;
- (ii) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iii) Reference to any gender shall include a reference to all other genders;
- (iv) References to the words “include” or “including” shall be construed without limitation;
- (v) References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated; and
- (vi) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

## 2. CONFIDENTIALITY OBLIGATIONS

### 2.1 Confidentiality Obligations

- (a) Subject to Section 2.1(c) below the Disclosing Party agrees to make available to the Recipient, all information reasonably requested by the Recipient, in relation to the area more fully described in Schedule I, for the Purpose.
  - (b) The Recipient acknowledges that any use of Confidential Information received by the Recipient, if used by the Recipient for any purpose other than the Purpose agreed in this Agreement, could materially and adversely affect the Disclosing Party and result in significant losses for the Disclosing Party.
  - (c) Having understood the above, the Recipient agrees and undertakes that it shall:
    - i) treat the Confidential Information provided to it by the Disclosing Party as confidential and not disclose such information, to any Person other than as permitted under this Agreement;
    - ii) use the Confidential Information solely for the Purpose agreed in this Agreement and not for any other purpose, including without limitation, for the purpose of furtherance of the Recipient's business or business interests;
    - iii) make all inquiries and other communications in relation to and on the basis of the Confidential Information on a confidential basis directly to the Disclosing Party or agents of the Disclosing Parties specified by it to the Recipient in writing. Accordingly, the Recipient agrees not to directly or indirectly contact or communicate with any Person other than the Disclosing Party or an authorized agent of the Disclosing Party in relation to the Confidential Information or to seek any information in connection therewith from such Person, without the express written consent of the Disclosing Party;
    - iv) strictly adhere to all the terms of this Agreement and apply no lesser security measures to protection of the Confidential Information than it applies to its own confidential information;
- ; and
- v) not make any statement or announcement to any third parties about the Purpose or the arrangements contained in this Agreement, except as otherwise permitted by this Agreement.

- 2.2 The Parties hereby agree that the obligations of confidentiality on the Recipient under this Agreement shall not apply to information: (a) that is in the possession of the Recipient on the date of this Agreement other than due to the disclosure of such information by a Disclosing Party; (b) that, subsequent to its disclosure hereunder, becomes publicly available to the Recipient without any violation of this Agreement by the Recipient or its Representatives; (c) approved for public release by prior written consent of the Disclosing Party in terms of this Agreement;.
- 2.3 The Parties hereby agree that the obligations of confidentiality as contained in this Agreement shall not apply to any Confidential Information that the Recipient is required to disclose for complying with any applicable law or the order of any court of law or governmental authority.
- 2.4 The Recipient agrees and undertakes that, without prejudice to the foregoing provisions, it shall not use the Confidential Information for any purpose whatsoever other than the Purpose agreed in this Agreement.

### **3 DERIVED CONFIDENTIAL INFORMATION**

- 3.1 All interpretative and derivative data, including reports, analyses, interpretations and evaluation prepared from or out of Confidential Information is hereinafter referred to as “**Derived Confidential Information**” and shall also constitute Confidential Information.
- 3.2 The Recipient shall have the right to make use of Derived Confidential Information for the Purpose and for its own internal use and shall not sell , assign or trade Derived Confidential Information.
- 3.3 Recipient shall not disclose the Derived Confidential Information to anyone other than employees, officers and directors of Recipient and its Affiliated Companies or those persons to whom the Confidential Information may be disclosed pursuant to this Agreement without the prior written consent of Disclosing party.
- 3.4 Recipient shall be allowed to retain such Derived Confidential Information for its own use and shall not use such Derived Confidential Information for sale or any other purpose.

### **4 NON-EXCLUSIVE DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 4.1 Disclosing Party confirms that it has the right and authority to disclose the Confidential Information to Recipient. The disclosure of Confidential Information to Recipient is non-exclusive, and Disclosing Party may disclose the Confidential Information to others at any time.

## **5 PERMITTED DISCLOSURE BY RECIPIENT**

- 5.1 Recipient may disclose Confidential Information to the extent the Confidential Information must be disclosed under applicable law, including by stock exchange regulations upon which the shares of Recipient or its Affiliated Company are quoted or by a governmental order, decree, regulation or rule or by order of any competent court, provided that Recipient shall give prompt written notice to Disclosing Party prior to such disclosure and so far as is practicable to do so the Recipient shall consult with the Disclosing Party prior to such disclosure with a view to agreeing its timing and content.
- 5.2 Recipient may disclose Confidential Information without the prior written consent of Disclosing Party to the following persons to the extent necessary and required for the performance of their duty for fulfilling the Purpose:
- 5.2.1 employees, officers, and directors of Recipient;
  - 5.2.2 employees, officers, and directors of an Affiliated Company of Recipient
  - 5.2.3 any consultant or agent retained by Recipient or its Affiliated Company; or
  - 5.2.4 any bank, financial institution, or entity funding or proposing to fund participation by Recipient or its Affiliated Company.
  - 5.2.5 if the Recipient has signed Revenue Share Contract in relation to properties, to persons as stated in relevant clause of the Revenue Share Contract.

Prior to making any disclosures to persons under Article 5.2.2, Article 5.2.3 or Article 5.2.4 or 5.2.5 however, the Recipient shall obtain an undertaking of confidentiality and restricted use substantially in the same form and content as this Agreement, from each such person, provided, however, that in the case of outside legal counsel, the Recipient shall only be required to procure that such legal counsel is bound by an obligation of confidentiality and provide promptly a copy of such undertaking of confidentiality to Disclosing Party.

## **6 RETURN OF CONFIDENTIAL INFORMATION**

- 6.1 Disclosing Party may demand the return of the Confidential Information, except Derived Confidential Information, at any time upon giving written notice to Recipient, within 30 (thirty) days of receipt of such notice, the Recipient shall return or destroy all Confidential Information supplied to the Recipient by the Disclosing Party and destroy or permanently erase (to the extent technically practicable) all copies of such Confidential Information made by the Recipient

and use its reasonable endeavours to ensure that anyone to whom the Recipient as supplied any such Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the Recipient are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. The provisions of this section 6.1 do not apply to the following:

6.1.1 Confidential Information that is retained in the computer backup system of Receiving Party will be destroyed in accordance with the regular ongoing records retention process of Receiving Party or such Representative and if the Confidential Information is not used prior to its destruction;

## **7 TERM AND TERMINATION**

7.1 This Agreement shall be effective for five (5) years from Effective Date of Confidentiality Agreement or till the expiry of the Revenue Sharing Contract which recipient may sign in respect of the Properties, unless otherwise terminated.

7.2 In addition to the rights of the parties established by the underlying Agreement, if Recipient has materially breached any of its obligations under this Agreement, Disclosing Party, shall have the right to:

7.2.1 require Recipient to return or caused to destroy Confidential Information other than the Derived Confidential Information, immediately

7.2.2 terminate the Agreement immediately, if the breach is not cured within 15 days of notice to be given under this clause of 7.2.

Provided, that before exercising any of the options from Article 7.2.1 to Article 7.2.2, Disclosing Party shall give a written notice of its intention to Recipient.

7.3 Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, Disclosing Party.

7.4 Any event of termination of this agreement under Clause 7.2 shall not relieve the Recipient from its confidentiality obligations envisaged under Clause 2.1 of this agreement.

## **8 INDEMNITY**

8.1 Disclosing Party shall make no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information, and Recipient (on behalf of itself and its representatives) expressly acknowledge the inherent risk or error in the acquisition, processing, and interpretation of geological and geophysical data. Recipient shall defend and hold Disclosing Party harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of use of or reliance upon the Confidential Information by the Recipient or any other person or entity to whom Confidential Information may be disclosed pursuant to this Agreement.

## **9 GOVERNING LAWS AND JURISDICTION**

- 9.1 This agreement shall be governed by the Laws of India and any claims, demands, cause of action, disputes, controversies and other matters in question arises out of, in relation to this Agreement during the subsistence of this Agreement or thereafter shall be adjudicated exclusively by the courts in New Delhi.

## **10 MISCELLANEOUS PROVISIONS**

### **10.1 General Restrictions**

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by any Party without the prior written consent of the others.

### **10.2 Liability for Breach**

Without prejudice to any other rights or remedies that a non-defaulting Party may have against any other Party who is in breach of the terms and conditions of the Agreement (the '**defaulting Party**'), the defaulting Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the non-defaulting Party shall be entitled without proof of special damage to seek the remedies of injunction, specific performance and other equitable relief for any such breach by the defaulting Party

### **10.3 Limitation of Liability:**

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages and such equitable relief as may be granted under this Agreement. Parties shall not be liable to each other for any other damages, including loss of profits or business interruptions, or indirect, incidental, consequential, special, exemplary or punitive damages. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an equitable relief or an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Recipient or any other person receiving Confidential Information pursuant to this Agreement.

### **10.4 Reservation of Rights**

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of

the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

### **10.5 Cumulative Rights**

All remedies of the Parties under this Agreement whether provided herein or conferred by statute, common law, equity, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

### **10.6 Severability**

If any provision of this Agreement or the application thereof to any Person or circumstance is held to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

### **10.7 Notice**

All notices under this Agreement shall be in writing, sent by email or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice aforesaid and marked for the attention of that Party's signatory to this Agreement (or such other person as notified to the other Party). Delivery of all communications to be addressed as follows:

#### **For the Disclosing Party**

**Attn:** Mr. Chandan Samajdar, HoD (NDR)  
**Address:** Directorate General of Hydrocarbons, OIDB Bhawan, Tower-A, Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301  
**Telephone No:** 0120-2472578  
**E-mail:** hodndr[at]dghindia[dot]gov[dot]in

#### **For Recipient:**

**Attn:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone No:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

## **10.8 Amendments**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

## **10.9 Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior written or oral understandings, agreements and deeds relating to it and the provisions of this Agreement shall not be modified, waived or amended except in writing executed by both Parties.

## **10.10 Relationship**

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

## **10.11 Costs**

Each Party shall bear its own costs in relation to this Agreement.

## **10.12 Disclosure**

Neither Party shall make, or permit or procure to be made or solicit or assist any other Person to make any announcement or disclosure of the contents of this Agreement except to the extent permitted by this Agreement.

## **10.13 Counterparts**

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by either Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day and year first above written.

**DIRECTORATE GENERAL OF** )  
**HYDROCARBONS** )  
 )  
**Mr. Chandan Samajdar, HoD (NDR)** )  
 )  
 )  
 )  
**Company Name:** \_\_\_\_\_ )  
 )  
**Signature:** \_\_\_\_\_ )  
 )  
**Name:** \_\_\_\_\_ )  
 )  
**Designation:** \_\_\_\_\_ )

**SCHEDULE I – Properties**

(Mention order ID and attach the list of data you have purchased from NDR)

PROPOSED AMENDMENT TO TENDER No.: GL GP-12/1/2025-DGH /ENQ-242

Sl. No.s	Page No.	Section No./ Clause	Existing Clause	Amendment	Justification																												
1	1&2	Important Dates	Bid Closing Date: 02.05.2025	Bid Closing Date: <b>16.05.2025</b>	The bid submission deadline is extended to facilitate bidders with adequate time for bid submission.																												
2	3	2.0 Details of e-tender, Performance Bank Guarantee (PBG)	<table border="1"> <tr> <td>i. Amount</td> <td> <ul style="list-style-type: none"> <li>Contractor(s) i.e. Successful Bidder(s) shall submit PBG for 5% of Total Contract value.</li> </ul> </td> </tr> </table>	i. Amount	<ul style="list-style-type: none"> <li>Contractor(s) i.e. Successful Bidder(s) shall submit PBG for 5% of Total Contract value.</li> </ul>	<table border="1"> <tr> <td>i. Amount</td> <td> <ul style="list-style-type: none"> <li>Contractor(s) i.e. Successful Bidder(s) shall submit PBG for <b>3%</b> of Total Contract value.</li> </ul> </td> </tr> </table>	i. Amount	<ul style="list-style-type: none"> <li>Contractor(s) i.e. Successful Bidder(s) shall submit PBG for <b>3%</b> of Total Contract value.</li> </ul>	The reduced PBG will be an incentive for wider participation by bidders																								
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8	80 & 81 And 96	<p>ANNEXURE-A2 of ANNEXURE-III BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-A, DELIVERY SCHEDULE,6.2</p> <p>ANNEXURE-B2 of ANNEXURE-III BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-B, DELIVERY SCHEDULE 6.2</p>	<table border="1"> <tr> <td data-bbox="483 113 560 423">1</td> <td data-bbox="560 113 768 423">Mobilization of resources</td> <td data-bbox="768 113 1178 423"> <ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of 7 days, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul> </td> </tr> </table>	1	Mobilization of resources	<ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of 7 days, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul>	<table border="1"> <tr> <td data-bbox="1223 113 1299 423">1</td> <td data-bbox="1299 113 1507 423">Mobilization of resources</td> <td data-bbox="1507 113 1917 423"> <ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of <b>30 days</b>, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul> </td> </tr> </table>	1	Mobilization of resources	<ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of <b>30 days</b>, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul>	<p>The increase in the mobilization period will provide the bidders a reasonable time to move the project-related resources.</p>														
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PROPOSED AMENDMENT TO TENDER No.: GL GP-12/1/2025-DGH /ENQ-242

				<p>(2) Creation of Petroleum System Models from interpreted datasets [20%]                  (3) Complete assessment of hydrocarbon resources [20%]                  (4) Complete risking of estimated resources [20%]                  (5) Creation of PRMS chart and NHA for Basins [20% ]</p>																					
10	110	<p>Annexure-IV                  BIDDER                  UNPRICED                  RESPONSE                  SHEET                  Project Subset-                  A (Bidder to                  mention                  Quoted/Not                  Quoted in each                  Yellow Cell)                  Note: Bullet                  point no. 6</p>	No clause	<p>Bidder to quote prices for phase I, II, III &amp; IV of Price Bid Project Subset A of HRAS-2025, i.e. in the following manner:</p> <table border="1"> <thead> <tr> <th>S.no</th> <th>Phase</th> <th>Description</th> <th>Price Capping</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>I</td> <td>Conventional Resources &amp; Unconventional Shales – Assessment, East Coast Basins</td> <td>35% of Contract value of Phase I+ Phase II+ Phase III</td> </tr> <tr> <td>2</td> <td>II</td> <td>Conventional Resources &amp; Unconventional Shales – Assessment, West Coast Basins</td> <td>35% of Contract value of Phase I+ Phase II+ Phase III</td> </tr> <tr> <td>3</td> <td>III</td> <td>Conventional Resources &amp; Unconventional Shales – Assessment, Onland Basins</td> <td>30% of Contract value of Phase I+ Phase II+ Phase III</td> </tr> <tr> <td>4</td> <td>IV</td> <td>Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins)</td> <td>Not less than 10% of Total contract value i.e. (Phase I+ Phase II+ Phase III +Phase IV)</td> </tr> </tbody> </table> <p>i. Bidder to quote prices for Phase I, II &amp; III as 35%, 35% &amp; 30% of Total price of (Phase-I+II+III) respectively (including GST). In case, it is found upon opening of price bids that such bidder has quoted amount for any Phase I, II or III more than the 35%, 35% &amp; 30% of Total price of (Phase-I+II+III) then the excess % of that phase(s) shall be reduced accordingly and shall be</p>	S.no	Phase	Description	Price Capping	1	I	Conventional Resources & Unconventional Shales – Assessment, East Coast Basins	35% of Contract value of Phase I+ Phase II+ Phase III	2	II	Conventional Resources & Unconventional Shales – Assessment, West Coast Basins	35% of Contract value of Phase I+ Phase II+ Phase III	3	III	Conventional Resources & Unconventional Shales – Assessment, Onland Basins	30% of Contract value of Phase I+ Phase II+ Phase III	4	IV	Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins)	Not less than 10% of Total contract value i.e. (Phase I+ Phase II+ Phase III +Phase IV)	<p>The point is added for more clarity on how the prices to be quoted by bidder as per tender’s terms and more elaboration on redistribution of prices in case of non-compliance by bidder.</p>
S.no	Phase	Description	Price Capping																						
1	I	Conventional Resources & Unconventional Shales – Assessment, East Coast Basins	35% of Contract value of Phase I+ Phase II+ Phase III																						
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3	III	Conventional Resources & Unconventional Shales – Assessment, Onland Basins	30% of Contract value of Phase I+ Phase II+ Phase III																						
4	IV	Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins)	Not less than 10% of Total contract value i.e. (Phase I+ Phase II+ Phase III +Phase IV)																						

PROPOSED AMENDMENT TO TENDER No.: GL GP-12/1/2025-DGH /ENQ-242

				<p>equally spread between the remaining phase(s) in order to limit prices to the % indicated above.</p> <p>ii. Also, bidder to quote Minimum price for Phase IV not less than 10% of the Total price (Phase I+ Phase II+ Phase III +Phase IV). In case, it is found upon opening of price bids that such bidder has quoted Annual Update charges less than 10% of the 'Total' (including GST), an amount of 10% would be deemed to be of Phase IV and would be allocated to be paid as part of Annual Update charges. The shortfall amount shall be equally spread out between prices quoted for Phase I, II &amp; III in the price format.</p> <p>The above-mentioned adjustments shall also become valid for purpose of making payments without changing the 'Total' of Phase I, II III &amp; IV (including GST).</p> <p><b>In this regards bidder needs to submit an undertaking as per format provided at Appendix -12 in the Techno-commercial bid.</b></p>	
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**FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES**

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD WITH TECHNICAL OFFER)

**Tender No. GL GP-12/1/2025-DGH /ENQ-242**

With reference to the referred Tender, I / We (Name of the bidder) have gone through the tender documents more particularly the UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV) and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including at Bullet point 4, 5 & 6 of UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV) etc. It is further certified and confirmed that we have quoted the prices of mentioned line items within the limits specified at Bullet point 4, 5 & 6 of the UNPRICED RESPONSE SHEET OF PROJECT SUBSET-A (Annexure-IV).

(Authorized signatory of bidder)

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Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
1	70	1	PRE-QUALIFICATION CRITERIA (PQC) A	<p>Bidder must have a minimum of Twenty (20) years of practical experience in the E&amp;P industry out of which minimum Ten (10) years will be the experience in undertaking hydrocarbon resource assessment studies for any E&amp;P NOC or Regulatory Body or any Sovereign Entity, as on original bid closing date.</p> <p>Apeiron Management having an experience of more than 6 year in the E&amp;P consulting services. Also have good experience in Hydrocarbon resource assessment studies and also registered as Indian subsidiary and MSME company under Make in India</p> <p><b>So,we request you to give an relaxation in [1] Pre-Qualification criteria Six (06) year or [2] numbers of studies in last 10 years</b></p>	<p>[1] Not agreed.</p> <p>[2] Period of 5 years is extended to 10 years to submit 5 studies for 5 different sedimentary basins of India.</p>
2	70	4	PRE-QUALIFICATION CRITERIA (PQC) A	<p>The average turnover of the bidder should not be less than INR 500 Cr. in the last Three (3) financial years.</p> <p>About the turnover criteria, We request you to give a relaxation for MSME registered company so that we can participate in this tender.</p>	<p>Turnover is revised to INR 300 Cr.</p>

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
1	3 & 20	2.0 & 29.1	Details of e-Tender and Performance Security	Performance security or PBG to be submitted is 5% or 3%?	PBG value is 3% of the contract value
2	64 & 68	1.3 & 6.2	ANNEXURE-III SPECIAL CONDITIONS OF ENGAGEMENT	<p>The proposed study will be primarily carried out at DGH; however, the work centre(s) of NOCs (National Oil Companies) and Private Majors may be utilized if necessary.</p> <p>Centre of the study will be primarily the DGH, NOIDA, Uttar Pradesh, India. Projects for the study for all sedimentary basins will be created, stored and managed at DGH only. If required, service provider may have to visit the work centres across India of NOCs and Private E&amp;P Majors so engaged.</p> <p>-This job is resource intensive with multiple teams working on the project in parallel and needs many international experts to be part of the team.</p> <p>-Allocating these experts on a full-time basis is not necessary from technical point of view and would unnecessarily impact the project budget.</p> <p>-For this reason, we propose to share the work between different locations:</p> <p>o[1] DGH, for efficient interactions with end-users.</p> <p>o[2] Beicip-Franlab Centers, where ~10 project teams will be properly coordinated.</p> <p>-From our experience in conducting similar studies, ensuring that the work is done independently will allow maximizing the value of final Atlas and attracting International Companies. In such context:</p> <p>o[3] Work shall not be performed in NOC's offices. NOC's to be visited only to ensure important data is copied or transferred for the project.</p> <p>o[4] Work to be done in DGH offices should be carefully calibrated and focused on data assessment, project delivery, project management and necessary interaction with DGH (liaison Group)</p> <p>We would like to propose a split of work between DGH and our Centers in India and Head Quarters. The team allocated to DGH office would be composed of at least, throughout the duration of the study:</p> <p>-1 Team lead -2 Geologist -2 Geophysicist -1 Petrophysics -1 PSM/FSM expert</p> <p>~Seismic Interpretation, Well log Analysis, GIS, Geochemistry, Petroleum System Modelling, Risk Analysis or any other needed.</p> <p>[5] Could you please also confirm that DGH would have sufficient working space to accommodate a permanent team of approximately 10 specialists?</p>	<p>[1] DGH will be the Project Centre and Contractor will deploy its Principal Team including the Project Lead at DGH to be accountable for all aspects of the HRAS including audit by Contractor of Project Subset-C and review by Project Technical Team.</p> <p>[2] Contractor may have their Secondary Team working from different locations outside DGH. In such case, the composition of the Secondary Team will be decided in consultation with Project Technical Committee and Contractor will set up the necessary facility at DGH at its own cost. Data in any form will not be taken out of DGH nor copied over to Contractor's machines without the approval of Project Technical Committee.</p> <p>[3] No work will be performed at the offices of NOC's or Private Companies. Any visit to such offices will be need-based and limited to team's interaction towards improved clarity on basin-specific insights.</p> <p>[4] As stated at [1] above, DGH will be the Project Centre to manage all aspects of HRAS Project as per scope at all stages right from data screening, data selection, project creation to assessment and finalization of deliverables. Secondary centre(s) if set up will supplement to the Contractor's principal teams deployed at DGH.</p> <p>[5] A dedicated project space will be created at DGH for Contractor</p>
3	64	1.4	ANNEXURE-III Duration of Study Project Subset A	<p>1.Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 5 basins (East Coast) DGH Suggested Duration – 6 Months -Vendor Suggested Duration – 9 months for project -Plus 3 months for database preparation</p> <p>2.Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 6 basins (West Coast) DGH Suggested Duration – 6 Months -Vendor Suggested Duration – 10 months -Plus 2 months for database preparation</p> <p>3.Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 15 basins (Onland)  DGH Suggested Duration – 6 Months -Vendor Suggested Duration – 10 months -Plus 2 months for database preparation</p>	Tenure of each Phase under Project Subset-A is extended to 8 months. Data preparation will be part of the new tenure.
4	65	1.4	ANNEXURE-III Duration of Study Project Subset B	<p>1.Assessment of unconventional resources of Gas Hydrates (GH) DGH Suggested Duration – 3 Months -Vendor Suggested Duration – 5 months</p> <p>2.Assessment of unconventional resources of Coal-seam Gas (CSG) DGH Suggested Duration – 6 Months -Vendor Suggested Duration – 8 months</p>	Tenure for GH is extended to 4 months and the same for CSG 7 months. Data preparation will be part of the new tenures.

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
5	65	2.1	ANNEXURE-III Scope of Work	<p>Ascertaining suitability of input datasets: HRAS-2025 will be a 'de novo' exercise where service provider will scrutinize the extent and strength of the datasets as 'available' at National Data Repository (NDR) for ascertaining the sufficiency and integrity of the input datasets, to be used for the Study. The service provider will also assume the responsibility of quality check, loading and visualization of given datasets along with required interpretation for the study.</p> <p>-[1] It is highly recommended that DGH provides seismic and log interpretation for all the basins.  -[2] If we go with "de novo" approach the study will need 12 to 15 months per basin (per project team), with associated impact on budget.  -[3] The dataset is expected to be voluminous and the 2015-17 project as understood may not be very well sorted. Vendors will need a cumulative of around 3 to 5 months to review the last provide, add incremental data. If DGH has already made the project with all of the old and new data properly added, then that will save time, and vendor may be able to complete the organization of input data/project in much less time.</p>	<p>[1] Contractor will have access to the sedimentary basin datasets as available at NDR. Contractor, on their own will check the data integrity and interpret the selected datasets for the HRAS. Contractor will incorporate analogue basin data in case of potential data gaps.</p> <p>[2] The study will be a de novo exercise. Duration of each phase and specific tasks are now revised as stated at SI#3 &amp; 4.</p> <p>[3] The existing datasets of previous study shall be shared in originally archived form, subject to their availability in working conditions. However, basin reports of the last study will be provided as a reference. In such process, Contractor will be responsible for selection of data to be input to various basin projects under HRAS.</p>
6	65	2.2	ANNEXURE-III Scope of Work	Use of analogy: Global basin reference datasets are confidential information. General geology & PSM elements may be disclosed for analogy purposes but sharing of data may not be possible.	Analogue data wherever used will be shared by Contractor subject to applicable confidentiality norms in use of such data.
7	65	2.3	ANNEXURE-III Scope of Work	<p>Assessment of conventional resources and unconventional shales: Under the current scope, conventional hydrocarbons and unconventional shales will be assessed along with Biogenic, Fractured and Tight plays, wherever present. Hydrocarbon plays for each basin will be mapped and their undiscovered resources estimated. The service provider will analyze the available datasets and independently carry out the required assessment of resources. Models, interpretations, reports of similar studies, wherever available may be sourced, limited to reference use only.</p> <p>-Independent interpretations will need time.  -It is requested DGH provides all interpretations.</p>	As elaborated at SI# 5
8	66	2.6	ANNEXURE-III Scope of Work	<p>Creation of National Hydrocarbon Atlas (NHA):  -This activity is the final essence of the study, and it needs dedicated time after the completion of G&amp;G and modeling part of each basins. ~ 2 Months</p>	NHA along with PRMS Chart will be created during each Phase for corresponding basins and will be integrated at the end of the study. Phase duration is now revised as stated at SI#3 & 4. The requirement of additional time will be subject to review on merit by the Project Technical Committee towards the end of the HRAS.
9	68	6 - 6.6	ANNEXURE-III SPECIAL CONDITIONS OF ENGAGEMENT	<p>Bidder has to arrange at his own cost all requisite resources of Software (technical and desktop applications), Hardware (workstations and network devices) and Peripherals (computers, printers, plotters, disks) to be used in the project. Such hardware will have to be removed from DGH premises by the Contractor at their own cost within a reasonable period post completion of the services – natural or otherwise. The contractor must ensure that all media/machines containing data must be formatted before such demobilization and submit Action-taken Report duly signed by DGH authorized person.</p> <p>-Project is big, with voluminous data, and will require the installation of a fully equipped data center, with interpretation &amp; modeling software and hardware, as well as data management and backup equipment to guarantee efficient project database integrity.  -Bringing all that huge amount of hardware and software to DGH office would highly time-consuming and would represent a very significant part of the project budget.  -Consequently, we highly recommend allowing vendors to work in their own office using their own hardware and software facilities in order to allocate most of the budget to the creation of the Atlas.  -Nevertheless, having a "Liaison Team" in DGH office (as described hereabove) would be highly valuable for the project. In such case, we recommend that DGH should provide working environment to this team</p>	As elaborated at SI# 2
10	70	1	ANNEXURE-A1 of ANNEXURE-III PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-A SI No.4	<p>It is requested that the average turnover of the bidder should not be less than INR 500 Cr. in the last Three (3) financial years.</p> <p>We would propose adjusting this criterion to a value of INR 325 Cr. in the last Three (3) financial years</p>	Turnover is revised to INR 300 Cr.

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications										
11	80 & 81 And 96	6.2 And 6.2	ANNEXURE-A2 of ANNEXURE-III BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-A SI No. 6.2 -Mobilization of resources	<ul style="list-style-type: none"> <li>The DGH shall issue a notice of commencement to the contractor, specifying therein the specific date of Project Start Date. The contractor shall, within a maximum period of 7 days, mobilize the resources from the given date.</li> <li>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul> <p>-[1] 7 days' mobilization time for this strategic and very large project is way too little. The minimum requested mobilization time required for this project is 1 month.</p> <ul style="list-style-type: none"> <li>Every alternate Friday or when decided by Project Lead in consultation with Technical Committee</li> </ul> <p>-[2] Weekly progress meetings will not add any value to the project progress or quality improvement. It will rather slow down the project. We recommend holding the monthly progress meeting.</p>	<p>[1] Mobilization period is increased to <b>30 days</b> from the date of issue of commencement notice.</p> <p>[2] Not agreed. Review meetings will be held every fortnight, as originally proposed.</p>										
12	2 & 6	6	BID SECURITY	<p>As of today, the incompressible time required for setting up the bid security of required value is 3 to 4 weeks.</p> <p>Would it be possible for DGH to grant an extension of the submission date to May 7th, 2025?</p>	The bid submission deadline is further revised to <b>May 16, 2025</b> .										
13	81	7	Payment Terms	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment Terms</th> </tr> </thead> <tbody> <tr> <td>Phase-I</td> <td>35% of Total Cost (Phase I, II and III)</td> </tr> <tr> <td>Phase-II</td> <td>35% of Total Cost (Phase I, II and III)</td> </tr> <tr> <td>Phase-III</td> <td>30% of Total Cost (Phase I, II and III)</td> </tr> <tr> <td>Phase IV (HRAS-2025 Update)</td> <td>20% of the Phase IV contract cost per annum</td> </tr> </tbody> </table> <p>Each project phase is resource intensive, and the project needs proper cashflow for the vendor to ensure efficient continuity of the project. Waiting for the approval of the technical committee after the end of each phase will delay the payment for very long. We suggest monthly payment for the project. For the phase I, II, &amp; III, divide the project price by the total duration and pay the monthly amount. This will help with the smooth operation. Phase IV payment plan is OK with us.</p> <p>Alternate Invoicing plan: Vendor to propose the project Gantt with 4 – key milestone and DGH to pay 25% of each phase at the completion and approval of the milestone:</p> <ol style="list-style-type: none"> <li>Database creation: 25% of the Phase</li> <li>G&amp;G Interpretation: 25% of the Phase</li> <li>Forward Stratigraphic Modeling &amp; Petroleum Systems Modeling: 25% of the Phase</li> <li>Final Resource Atlas: 25% of the Phase</li> </ol> <p>We are OK with the 10% retention of the respective phase invoice value.</p>	Milestone	Payment Terms	Phase-I	35% of Total Cost (Phase I, II and III)	Phase-II	35% of Total Cost (Phase I, II and III)	Phase-III	30% of Total Cost (Phase I, II and III)	Phase IV (HRAS-2025 Update)	20% of the Phase IV contract cost per annum	<p>No change in milestone-based payment terms. However, Payment Terms for milestone (Phase I, II &amp; III) will be based on completion of the following <b>key stages</b> of the HRAS:</p> <ol style="list-style-type: none"> <li>(1) Creation of Basin Projects from input datasets [20%]</li> <li>(2) Creation of Petroleum System Models from interpreted datasets [20%]</li> <li>(3) Complete assessment of hydrocarbon resources [20%]</li> <li>(4) Complete risking of estimated resources [20%]</li> <li>(5) Creation of PRMS chart and NHA [20%]</li> </ol>
Milestone	Payment Terms														
Phase-I	35% of Total Cost (Phase I, II and III)														
Phase-II	35% of Total Cost (Phase I, II and III)														
Phase-III	30% of Total Cost (Phase I, II and III)														
Phase IV (HRAS-2025 Update)	20% of the Phase IV contract cost per annum														

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
1	2	2	Details of e tender	Considering the enormity of the project, the bid submission date may be extended till 16-05-2025.	The bid submission deadline is further revised to <b>May 16, 2025</b> .
2	3	2	Details of E-Tender> Performance Bank Guarantee (PBG) (i) Amount	Successful bidder shall submit PBG for 5% of Total Contract Value. Successful bidder shall submit the performance security, 03% of Total contract value The above statement(s) are contradictory. Kindly advise.	PBG value is <b>3%</b> of the contract value
3	20	29.1	Performance Security	It is requested PBG should be X% of the Annual contract value and not the Total Contract value.	Not agreed.
4	65	2.1	Ascertaining suitability of input datasets	<p>“HRAS-2025 will be a ‘de novo’ exercise where service provider will scrutinize the extent and strength of the datasets as ‘available’ at National Data Repository (NDR).”</p> <p>“Models, interpretations, reports of similar studies, wherever available may be sourced, limited to reference use only.”</p> <p>Kindly Clarify about the data and earlier model accessibility.</p> <ul style="list-style-type: none"> <li>• [1] As the data volume is expected to be several terrabytes, will the seismic volumes, well and other reports data from NDR / other sources be made available in disks or a dedicated server to the service provider?</li> <li>• [2] Input Model (e.g. PetroMod basin models of HCRA-2017) is required for basic listing of all the earlier used well datasets like Temperature, Pressure, VR, TOC, HI data and well X, Y, KB, TD etc. to be used for calibration of the models.</li> <li>• [3] In addition, all the discovered fields / areas in the basins in terms of Polygons and its Formation/sequences &amp; ages and identified historical Traps in polygon format in a basin at all the geological play levels may be allowed to be copied from the earlier models.</li> </ul> <p>[4] It may kindly be clarified whether a complete Catalogue of actual seismic Datasets (2D,3D) and Petrophysical dataset available for each Basin (along with the demarcated area/locations in the basin in picture format) with a separate listing of all Post 2016 acquired data may please be provided. This will facilitate in assessing the volume of work, manpower requirement etc., in a more pragmatic manner.</p>	<p>[1] DGH will be the Project Centre and Contractor will deploy its Principal Teams including the Project Lead at DGH to be accountable for all aspects of the HRAS including audit by Contractor of Project Subset-C and review by Project Technical Team. Contractor may have their Secondary Team working from different locations outside DGH. In such case, the composition of the Secondary Team will be decided in consultation with Project Technical Committee and Contractor will set up the necessary facility at DGH at its own cost. Data in any form will not be taken out of DGH nor copied over to Contractor's machines without the approval of Project Technical Committee.</p> <p>[2] Contractor will have access to the sedimentary basin datasets as available at NDR. Contractor, on their own will check the data integrity and interpret the selected datasets for the HRAS. Contractor will incorporate analogue basin data in case of potential data gaps. The study will be a de novo exercise and the existing datasets of previous study shall be shared in originally archived form, subject to their availability in working conditions. However, basin reports of the last study will be provided as a reference. In such process, Contractor will be responsible for selection of data to be input to various basin projects under HRAS.</p> <p>[3] The models of the previous study if in working conditions will be shared and the same may be examined for reference data.</p> <p>[4] Basin-wise updated NDR Data Sheet of 2D, 3D seismic and Well data (Single flavour Primary) may be referred as attached <b>[Annexure-1]</b></p>
5	65	2.3	Assessment of conventional resources and unconventional shales:	<p>Kindly clarify</p> <ul style="list-style-type: none"> <li>☒ [1] What should be the resolution of the Petroleum Systems Model, as this will determine the requirement of computing facility.</li> <li>☒ [2] Whether datasets like Shale well data (specific wells drilled for shale exploration) including geochemistry, geomechanics and desorption and other conducted special studies can be accessed as separate folders in NDR at a single location or are they part of general unclassified datasets?</li> </ul>	<p>[1] Resource assessment will be at play level. Models can be 1D/2D/3D depending upon the extent and strength of the input data. The grid resolution should preserve the original input data to the extent that each play is suitably characterized, described and modelled duly addressing the heterogeneity.</p> <p>[2] Datasets pertaining to Shale plays will be separately shared.</p>

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
6	66			<p>“4.1 The study will be conducted in 3 phases each with 6-month duration along with Annual Update (Phase-IV) and specific scheme.”</p> <p>The ‘de novo’ project involves Interpretation of vast amounts of geoscientific data, mapping of all plays, creation of PBE, PSM models, assessment of resources (conventional and shale plays) etc., It is extremely challenging to complete the tasks in a period of six months.</p> <p>(i) A period of three months will be required to load all the data, review and QC the existing the data sets, models, prepare guidance documents, get the guidance document approved by the technical committee etc., (refer to 2.1 pg 65: Ascertaining suitability of input datasets).</p> <p>(ii) A period of minimum six months will be required to complete mapping of key play levels, and basin scale interpretation, identify analogue basins, prepare data and carry out several iterations of PSM, prepare data for Atlas etc.,</p> <p>(iii) A period of three months will be required to complete PSM, PRMS based resource estimation, risking of resources, Atlas.</p> <p>(iv) A considerable time is expected to be spent during each of these timeframes in getting the processes reviewed and audited by DGH and external auditor.</p> <p>Considering these factors, it is requested that the project duration of each phase may be increased to 12 months.</p>	<p>Tenure of each Phase under Project Subset-A is extended to <b>8 months</b>. Data preparation will be part of the new tenure.</p> <p>Under Project Subset-B,tenure for GH is extended to <b>4 months</b> and the same for CSG <b>7 months</b>. Data preparation will be part of the new tenures.</p>
7	68	6.2	Special Conditions of Engagement	<p>“6.2 Centre of the study will be <b>primarily</b> the DGH, NOIDA, Uttar Pradesh, India. Projects for the study for all sedimentary basins will be created, stored and managed at DGH only. “</p> <p>While the Centre of the study will be <i>primarily</i> the DGH, Noida, some parts of the project like collation of data, mapping, interpretation, etc., be allowed to be carried out at the Contractor’s premises.</p>	As elaborated at Sl#4.
8	68	6.4	Special Conditions of Engagement	<p>“6.4 The project will be executed by a Project Team, headed by a Project Lead from Service Provider and will be governed by the Technical Committee. Project Team will be constituted by members from Expert Service Provider and DGH selected.”</p> <p>The discipline wise minimum number of Team Members across domains, may be indicated.</p> <p>Selection of team members after award will consume considerable time and delay the commencement of the project.</p>	Not agreed. Team strength and specialization will be decided by Contractor on the merit of given scope and deliverables. Contractor may decide to engage parallel teams working on different basins simultaneously to meet the project deadlines.
9	68	6.7	Special Conditions of Engagement	<p>“6.7 The project will be conducted by a team of Experts (Software and Domain) in the field of Seismic Interpretation, Well log Analysis, GIS, Geochemistry, Petroleum System Modelling, Risk Analysis or any Other so required for the project.”</p> <p>The minimum number of geologists, geophysicists, petrophysicists, geochemists, PS modelers that need to be deputed both basin wise and in total may be indicated.</p>	As deliberated at Sl#8.
10	77	3	BEC for Subset A	<p>Sl. No.3</p> <p>“Number of projects completed at Country-level during Last Ten (10) years”</p> <p>Projects of HRAS magnitude are generally done at basin / sub basin / regional level. This clause may please be changed to</p> <p>“Number of projects completed at basin / sub-basin / regional level during Last Ten (10) years”</p>	Not agreed. Country-level experience is sought as one of the evaluation criteria to know bidder's larger and holistic role at national level.

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
11	77	3	BEC for Subset A	S. No. 6 & 7 Domain Experience of Team Leader & Hands on software experience of team members (other than Team Leader)  As the tender does not require providing the number, names and other details of the team members, kindly clarify how this aspect will be evaluated.	Read with Sl#8, it relates to knowing the level of the professional experience of the Principal Team, to be deployed by Contractor at DGH. The aspect will be evaluated during the scheduled Technical Presentation where in one such agenda, bidder will be required to explain its team composition.
12	93	3	BEC for Subset B	Sl. No.3 "Number of projects completed at Country-level during Last Five (5) years" Projects of HRAS magnitude are generally done at basin / sub basin / regional level. This clause may please be changed to "Number of projects completed at basin / sub-basin / regional level during Last Five (5) years"	As deliberated at Sl#10.
13	93,94	3	BEC for Subset B	S. No. 6 & 7 Domain Experience of Team Leader & Hands on software experience of team members (other than Team Leader) As the tender does not require providing the number, names and other details of the team members, kindly clarify how this aspect will be evaluated.	As deliberated at Sl#11.
14	80,91,96	6.2	Delivery Schedule	For Subset A & B, Mobilization time period of 7 days is insufficient. The mobilisation includes setting up of workstations, software, hardware, peripherals, network devices, printers, plotters, disks etc., at DGH, Noida (as per 6.2, pg 68). In addition, the team is expected to be quite large, from various parts of the world. Considering all these factors, the mobilisation period may be increased to 30 days from date of LOA.	Mobilization period is increased to <b>30 days</b> from the date of issue of commencement notice.
15	81,96	7	Payment terms	For Subset A & B, 1. The Contractor needs to set up workstations, required number of software licenses, hardware, peripherals, network devices, printers, plotters, disks etc., 2. The highly experienced, skilled technical team is expected to be large since the project. 3. Considering all these facts, the Payment Terms may be modified to Monthly payments.	No change in milestone-based payment terms. However, Payment Terms for milestone (Phase I, II & III) will be based on completion of the following key stages of the HRAS:  (1) Creation of Basin Projects from input datasets [20%] (2) Creation of Petroleum System Models from interpreted datasets [20%] (3) Complete assessment of hydrocarbon resources [20%] (4) Complete risking of estimated resources [20%] (5) Creation of PRMS chart and NHA [20%]

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
1	64	1.4	Objective	Screening and loading of data in itself require extensive time, the time timeline provided for Phase-A and B are very aggressive and thus, bidder propose below table for time line:	Tenure of each Phase under Project Subset-A is extended to <b>8 months</b> . Data preparation will be part of the new tenure.  Under Project Subset-B,tenure for GH is extended to <b>4 months</b> and the same for CSG <b>7 months</b> . Data preparation will be part of the new tenures.
2	65	1.4	Assessment of Conventional resources	Is the volume of data available for each of the three phases broadly similar? Can a more detailed breakdown be provided per basin clearly mentioning Seismic 2D, Seismic 3D, no. of Well and Well log inventory?	Basin-wise updated NDR Data Sheet of 2D, 3D seismic and Well data (Single flavour Primary) may be referred to <b>Annexure-1</b> .
3	65	1.4	Assessment of Unconventional resources	In comparison to Subset A, no provision is made in Subset B for the Annual update of the PMRS or the NHA? Is this an oversight given that Subset A and B can be bid on singularly or in a combined manner?	Annual Update of HRAS, PRMS and NHA will be limited to Project Subset-A.
4	65	1.6	Bid awards	If the Service Provider is successful in bidding for Subset A or B, then they will not be considered for Subset C. Can the rationale behind this clause be provided?	Auditor for the HRAS, selected under Project Subset-C will be different from Assessor(s) for the HRAS, selected under Project Subset-A and Project Subset-B.
5	65	2.3	Assessment of conventional resources and unconventional shales	At the end of this clause it is stated that models, interpretations, reports of similar studies may be sourced and are limited to reference use only. Does this imply that all interpretive work has to be repeated regardless of whether the prior interpretations are fit for purpose (or better)? If not then provide the inventory of data per basin/field wise for which new interpretation is required.	Contractor will be shared the sedimentary basin datasets as available at NDR. Contractor, on their own will check the data integrity and interpret the selected datasets for the HRAS. Contractor will incorporate analogue basin data in case of potential data gaps. The study will be a de novo exercise and the existing datasets of previous study shall be shared in originally archived form, subject to their availability in working conditions. However, basin reports of the last study will be provided as a reference. In such process, Contractor will be responsible for selection of data to be input to various basin projects under HRAS.  May refer <b>Annexure-1</b> .
6	65	2.3	Assessment of conventional resources and unconventional shales	Models and prior interpretations are mentioned in this clause. Where and in what format are models stored?	Petroleum system models of previous study were mainly created in <i>PetroMod</i> , Interpretations in <i>Petrel/Landmark</i> and Surface data in <i>ArcGIS</i> applications.
7	66	2.5	PRMS standard resource reporting	In this clause it states that DGH will provide the reserves data. What format is this data in? Is it fully digitalized in databases?	Data pertaining to Contingent Resources/ Reserves will be provided in spreadsheets along with GIS-based inputs.

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
8	66	2.5	PRMS standard resource reporting	Can DGH confirm that the database of known hydrocarbon fields and the associated exploration well data will be made available at the start of the project, or as a minimum at the start of each phase? Will this also include production data?	<p>Requisite data will be shared at the time of PRMS Chart creation as elaborated at Sl#7. Production data wherever appropriate will be included.</p> <p>PRMS Chart will be created under Project Subset-A during Phase-I working and the same replicated to next phases. The PRMS Chart in complete form will be integrated at the end of HRAS with the requisite inputs from Project Subset-B.</p>
9	66	2.6	Creation of a Nation Hydrocarbon Atlas	Is it expected that the format of the NHA be developed over the 18 months of project or is it expected that the nature of this deliverable is defined and constructed during the first phase of work (i.e. the first 6 months of the project)?	NHA will be created under Project Subset-A during Phase-I working and the same replicated to next phases. The NHA in complete form will be integrated at the end of HRAS with the requisite inputs from Project Subset-B.
10	66	2.7	Project Guidance Documents	Have the preferred methods of YTF calculations already been identified by DGH? If so, can these be provided?	Preferred methods for HRAS will be decided by Contractor and will be part of Project Guidance Document so created for each basin.
11	66	2.7	Project Guidance Documents	Can DGH confirm that prospect and lead identification is excluded from this study? Will trap-density assessments be a key component of YTF calculations?	HRAS will be broadly a play-level evaluation. Approach for estimating resources will be decided by Contractor on the merit of given datasets for each basin.
12	66	2.8	Annual Update	A Project Technical committee is mentioned in this and other clauses that will include DGH, NOCs, and other invitees. Can it be assumed that a senior representative of the successful service provider will also be a member of this technical committee?	Project Lead from Contractor will be a member in the Project Technical Committee.
13	66	2.8	Annual Update	Is there a typical month that new data will be aggregated and provided to the Service Provider	Annual updates will be subject to availability and merit of new datasets in meaningful quantum, to be decided along with DGH team.
14	67	4.2	Completion of Phases	Can work on a new phase be commenced prior to a preceding phase having been deemed as complete?	There is no restriction unless the preceding phase is not technically compromised and complete with all phase-end deliverables.
15	67	5.1.3	Results of study	This clause lists Play-Wise Assessment Maps as the only form of map-based delivery. Does this clause excluded the need to provide the map-based interpretations that are used to compile these play maps?	Maps are one of several deliverables. All supporting data including interpretations will be part of Project deliverables.
16	68	6.2	Special Conditions of Engagement	Please confirm that the acceptance letter for the deliverables will be presented to DGH only for the review and acceptance. No further review or request for rework will be made by other NOCs or Private E&P Majors.	Project workings and deliverables will be part of audit under Project Subset-C and deemed final after due acceptance by Project Technical Committee, subsequent to incorporation of audit observations.
17	68	6.4	Project Team	It is expected that the project team will comprise members of the Service provider and DGH, what is the expected number of DGH employees (or what proportion of DGH employees) are to be incorporated on each team? Are there particular skills sets that DGH wish to provide to the project? During the course of the project work, will the Project Lead for the service provider have sole responsibility responsible for directing the day-to-day activities of the DGH team members?	Project Team for HRAS will be formed and led by Contractor. A select group of minimum ten (10) professionals from DGH will work-associate. DGH will lead the project coordination as per scope and deliverables of HRAS. DGH role will not overlap with Contractor's working.
18	68	6.5	Expert services	This clause states that the provision of training to the DGH team is a requirement of the project. Is there a minimum requirement for the level of training that is defined?	Read with SL#17, for improved understanding of the HRAS, DGH will depute people broadly for work association, including necessary training on software used for HRAS.

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
19	80	6.2.1	Delivery Schedule	The mobilization duration of 7 days from LOA is too short, de-mobilization of resources from current projects and visa processing will take time. BIDDER request to extend the mobilization time to 45 days after LOA.	Mobilization period is increased to <b>30 days</b> from the date of issue of commencement notice.
20	80	6.2.3	Delivery Schedule	The HRAS work is substantial in scope and requires significant effort. Therefore, we request the submission of all deliverables, ensuring quality report , within eight weeks after the completion of the project.	Submissions of all deliverables under HRAS will be part of Project Gantt chart within the prescribed time schedule that is now revised as stated at Sl#1. The key deliverables namely NHA and PRMS Chart will be created during each Phase for corresponding basins and will be integrated at the end of the study. The requirement of additional time will be subject to review on merit by the Project Technical Committee towards the end of the HRAS.
21	81	7.2	Payment Term	The BIDDER is required to deploy a large team of personnel, along with substantial software and hardware resources, necessitating a significant CAPEX investment to successfully complete the project. Given that milestone payments will reduce monthly margins, the BIDDER requests the adoption of prorated monthly payment terms in lieu of milestone-based payments.	<b>No change in milestone-based payment terms. However, Payment Terms for milestone (Phase I, II &amp; III) will be based on completion of the following key stages of the HRAS:</b>  (1) Creation of Basin Projects from input datasets [20%] (2) Creation of Petroleum System Models from interpreted datasets [20%] (3) Complete assessment of hydrocarbon resources [20%] (4) Complete risking of estimated resources [20%] (5) Creation of PRMS chart and NHA [20% ]
22	83	2.1	Ascertaining suitability of input datasets	What volume of data is available to characterise the resources of CSG, e.g. desorption data etc? Also, what data is available to allow the characterization of the properties of gas hydrates in sediment?	May refer <b>Annexure-1</b> .
23	84	4	Project Duration	If the Service Provider is successful on bidding for both Subset A and B, can these projects be run in parallel or do they need to be done sequentially?	GH assessment is planned concurrently with Phase-I and CSG with Phase-III. If Project Subset-A and Project Subset-B are separate Contractors, the Contractor for Project Subset-A will lead in creation of PRMS Chart and NHA. The Contractor for Project Subset-B will provide the requisite data for PRMS Chart and NHA to Project Subset-A Contractor.
24	83	2.6	Creation of a Nation Hydrocarbon Atlas	The creation of an Atlas is listed as a deliverable in both Subsets A and B. These subsets can be awarded to separate service providers. If only 1 Atlas is to be made, which Subset will take precedence in the creation of this resource?	As elaborated at Sl#23
25	1		Important Dates	The preparation of the Bid requires careful consideration in order to submit a competitive proposal. Therefore, the BIDDER requests an extension of at least one month to complete the Bid preparation.	The bid submission deadline is further revised to <b>May 16, 2025</b> .

Sl	Page No.	Section No.	Section Name	Clause Description	DGH Replies/ Clarifications
1	70	1	Annexure-A1	<p>Bidder request DGH to amend the Pre-Qualification criteria for project Subset-A mentioned below, as it is not possible to extract the documents which are twenty (20) years old.</p> <p>Bidder must have a minimum of <del>Twenty (20) years</del> <b>Ten (10) years</b> of practical experience in the <b>E&amp;P industry</b> out of which minimum <del>Ten (10) years</del> <b>Five (05) years</b> will be the experience in undertaking <b>hydrocarbon resource assessment studies</b> for any E&amp;P NOC or Regulatory Body or any Sovereign Entity, as on original bid closing date.</p>	Not agreed. Documentary evidence(s) will be accepted if those can provide substantive, clear and relevant information on Nature, Deliverables and Duration of the Projects completed.

Sl	Page No.	Section No.	Section Name	Clause Description	Remarks	DGH Replies/ Clarifications
1	42	12	Claims, Taxes & Duties, Fees and Accounting	Taxes CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.	The prices quoted for the work will be exclusive of Goods and Services Tax and shall be separately charged on the invoice.	Not agreed since it is a standard tender clause.
2	44	19	Insurance	CONTRACTOR shall, at his own expense, arrange Workmen's Compensation / Employer's Liability 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.	Considering the scope of work, the only applicable insurance is workmen compensation or employer's liability insurance. Accordingly, we request DGH to amend this clause.	Not agreed since it is a standard tender clause.
3	44	19.0 (b)	Waiver of Subrogation	Except for the Workmen's Compensation / Employer's Liability Insurance for workmen engaged under this Contract which have been obtained by the Contractor as their Corporate policy/rules, where DGH is neither required to be present as principal assured or additional assured, All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 16 hereof, shall be endorsed by the underwriter in accordance with the following policy wording: -	The workmen compensation or employer's liability insurance does not include a clause on waiver of subrogation. Accordingly, we request DGH to amend this clause.	Not agreed since it is a standard tender clause.
4	59	24	Change in law	In order to factor any changes on account of adverse interpretation of law by authority, the following clause should be added: 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.	This clause covers any liability which may arise on account of adverse interpretation of law by authorities and therefore, this addition is important	Not agreed since it is a standard tender clause.
5	68	6.8		Please amend as below: Ownership of all data/information in the form of reports, maps or models generated during this study will lie with DGH. The execution of HRAS-2025, at any time do not allow dissemination or transfer of such data outside DGH in any form or means. As described at Para 2.2, the service provider will use analogous datasets at no extra cost to DGH, however, the same will be shared with DGH limited to the viewing rights. Service provider will maintain the confidentiality of all data/information used and generated during the period of the contract and will be required to sign a Confidentiality Agreement for use of data as per the NDR Data Policy or its modified version. Service provider will also be required to sign a Non-disclosure Agreement specific to restricted use of Project data/information.	Specific to restricted use of project data/information, given the service provider signs a non-disclosure agreement, can they utilize the input dataset for evaluation outside of DGH premises?	DGH will be the Project Centre and Contractor will deploy its Principal Team including the Project Lead at DGH to be accountable for all aspects of the HRAS including audit by Contractor of Project Subset-C and review by Project Technical Team. Contractor may have their Secondary Team working from different locations outside DGH. In such case, the composition of the Secondary Team will be decided in consultation with Project Technical Committee and Contractor will set up the necessary facility at DGH at its own cost. Data in any form will not be taken out of DGH nor copied over to Contractor's machines without the approval of Project Technical Committee.

Sl	Page No.	Section No.	Section Name	Clause Description	Remarks	DGH Replies/ Clarifications
6	N/A	6.12 (New Clause)		<p>Please add the following clause:</p> <p>While providing the services to DGH, the Service Provider 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 Service Provider's exclusive property and which the Service Provider 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, Service Provider does not develop any intellectual property for ownership by DGH. Service Provider retains sole ownership of any such intellectual capital (including intellectual property) created by the Service Provider.</p>	<p>We request DGH to please include the clause on Intellectual Property Ownership. This is a standard clause present in all oil and gas contracts.</p>	<p>Not agreed. The fact that HRAS will be a paid service and rooted to Contractor's delivery as per scope, DGH will have unconditional ownership of all new datasets generated during the HRAS.</p>
7	N/A	6.13 (New Clause)	Data Liability (New clause)	<p>Please add the following clause:</p> <p>DGH must systematically back-up all applications and data files in accordance with industry standards, to protect against the loss of DGH's data. DGH must provide copies of data to the Service Provider. It is clearly understood that Service Provider has no liability for loss, damage, or destruction to any DGH data, except in the case of Gross Negligence, in which case Service Provider's sole liability is limited to reloading the data from the most recent database back-up. In no event shall Service Provider ever be liable for reacquiring DGH'S data.</p>	<p>We request DGH to include this provision to address and provide clarity on the mutual obligations of the parties in relation to loss of data.</p>	<p>Not agreed. Contractor will be accountable in safe and secure upkeep of the project data during all stages of HRAS until the project is completely delivered.</p>
8	N/A	6.14 (New Clause)	Interpretation Liability (New clause)	<p>Please add the following clause:</p> <p>In making any interpretation of logs, research, analysis or recommendation in connection with this Contract, whether directly or by means of electronic transmission or data processing or otherwise, or in making any recommendations based on interpretation of logs, data information or otherwise, the Service Provider's employees shall give DGH the benefit of their best judgment. Nevertheless, since all interpretation and or recommendations are only opinions, based in part on inferences from electrical or other measurements or empirical relationships and assumptions which are not infallible and subject to error and since all electronic transmission and data processing is subject to error which may be beyond their control, the Service Provider cannot and does not guarantee the accuracy or correctness of any such interpretations or recommendations and, except in case of Willful Misconduct and/or Gross Negligence on the part of the Service Provider, the Service Provider shall not be liable for and DGH shall indemnify and hold the Service Provider harmless against any loss or damage whatsoever, whether incurred by DGH or any other person, resulting from, or resulting from logs being interpreted by others when transmitted by electronic process or professional advice or resulting from any investment or operational decision made by DGH or any person concerning such interpretation or recommendation or professional advice provided by the Service Provider.</p>	<p>Considering the scope of work, we request DGH to kindly add this clause on Interpretation liability. This clause details out the rights and obligations of both parties in case of any form of interpretation using the data.</p>	<p>Not agreed. The deliverables which will be reviewed by Auditor as well as Project Technical Committee are expected to be most updated and as per industry norms for wider acceptance.</p>

Sl	Page No.	Section No.	Section Name	Clause Description	Remarks	DGH Replies/ Clarifications
9	N/A	6.15 (New Clause)	Trade Control (New clause)	<p>Please add the following clause:</p> <p>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to economic sanctions laws, trade, import and export control. In the event of non-compliance with any trade compliance law, the Service Provider reserves the right to terminate the Contract and such termination shall not be deemed as a breach of contract.</p> <p>DGH undertakes at any time during the duration of this Contract, at the request of the Service Provider, to sign and provide Service Provider with a Certificate of End Use. Service Provider has the right to suspend the performance of its obligations under this Contract until the Certificate of End Use signed by DGH is obtained.</p> <p>In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.</p>	<p>We request DGH to please add this clause on TCC to limit the liabilities of both parties in relation to export control regulations. Further, we request DGH to please provide us the end use declaration certificate in the format below:</p>	Not agreed.
10	70			As per the clause 1 of the Pre-qualification criteria subset A ,Bidder must have a minimum of Twenty (20) years of practical experience in the E&P industry out of which minimum Ten (10) years will be the experience in undertaking hydrocarbon resource assessment studies for any E&P NOC or Regulatory Body or any Sovereign Entity, as on original bid closing date.	The bidder requests the DGH to consider that arranging all 20-year-old POs/Service orders may not be feasible. Therefore, we kindly ask you to take into account the bidding entity's registration and the organization's published papers as evidence of 20 years of practical experience in the E&P industry.	Not agreed.
11	70			As per the clause 2 of the Pre-qualification criteria subset A, The bidder must have experience of completing at least Five (5) studies leading to estimate of prospective resources, one each in Five (5) different Indian sedimentary basins during Last 5 years as on original bid closing date, which were undertaken on the analysis of petroleum system elements leading to mapping, assessing and risking of conventional resources including unconventional shales.	<p>[1] The bidder respectfully requests DGH to revise this clause to cover the last 10 years instead of the last 5 years.</p> <p>[2] The bidder also kindly requests DGH to confirm whether a single contract covering multiple Indian sedimentary basins would qualify for this category, or if separate contracts demonstrating work in five different Indian basins are required.</p>	<p>[1] Period of 5 years is <b>extended to 10 years</b> to submit 5 studies for 5 different sedimentary basins of India.</p> <p>[2] Projects must relate to the studies in 5 different Indian sedimentary basins, no matter how those studies were contracted.</p>
12	70	1(4)(b)		Certificate issued by the Statutory Auditor or a practicing Chartered Accountant stating the annual turnover for the respective three years and also mentioning UDIN		Not agreed.
13	77			Technical evaluation Criteria subset A & B	The bidder requests the removal of the requirement to submit a full-fledged contract and completion documents. Instead, they seek flexibility to submit a list of executed projects, duly certified by the POA holder, who is the legal authority to sign in any document on behalf SLB. Kindly note all the contracts have the 10-year confidentiality clause with associated NDA.	Not agreed. As an alternate option, documentary evidence(s) will be accepted if those can provide substantive, clear and relevant information on Nature, Deliverables and Duration of the Projects completed.
14	77			Number of projects completed at Country-level during Last Ten (10) years, as on bid closing date on comprehensive resource assessment of conventional and unconventional shales using Petroleum System Modelling:	The bidder requests the removal of the requirement to submit a full-fledged contract and completion documents. Instead, they seek flexibility to submit a list of executed projects, duly certified by the POA holder, who is the legal authority to sign in any document on behalf SLB. Kindly note all the contracts have the 10-year confidentiality clause with associated NDA.	Not agreed. Same as stated at SI#13.

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15	77			Experience in creation of PRMS Chart depicting basin-level reporting of undiscovered and discovered resources of conventional and unconventional shale plays:	Generally, PRMS guidelines is not followed in Play resource assessment. Please provide clarity for proposing PRMS guidelines in this case.	HRAS will estimate the basin-level play-wise undiscovered hydrocarbons, broadly specific to the play-level maturity subclass as per PRMS Chart and the same will be reported along with the Contingent Resources and Reserves that are associated with discovered resources of the same basin.
16	77			Domain (Subject-matter) Experience of the Team Leader in undertaking Petroleum System Modelling Projects on comprehensive resource assessment of conventional and unconventional shales:	<p>Bidder request DGH to remove the below mentioned requirement of documentary evidence considering bidder is already submitting the bio data duly certified by the POA holder, who is the legal authority to sign in any document on behalf SLB. of the bidet for the experience of working in international projects of the team leader.</p> <p><del>Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion Certificate(s) or payment certificates or any other documents, issued by the client(s), which substantiate completion of the tasks, with contact details of the issuing person/organization (Name, Designation, e-mail address, Phone Number etc.) must be submitted along with the bid.</del></p>	As clarified at SI#10.
17	80	4	3.3	<p>Please amend as below:</p> <p>In case, where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the above BEC wherever applicable, a certificate, certifying all the required information, issued by the CEO/ CFO/ Head of bidding entity/ MD / authorized signatory of the company along with an undertaking that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.</p>	We request DGH to please amend this clause to allow certification from authorized signatory of the bidder. Further, we request deletion of requirement of re-certification.	Not agreed.
18	81	7.3		10% of Project value without taxes will be kept on hold until the project deliverables are endorsed by Technical Committee	Bidder request to remove this clause considering we are getting payment only when phase successfully complete, no need to hold further 10%.	<p>No change in milestone-based payment terms. However, Payment Terms for milestone (Phase I, II &amp; III) will be based on completion of the following <b>key stages</b> of the HRAS:</p> <p>(1) Creation of Basin Projects from input datasets [20%]  (2) Creation of Petroleum System Models from interpreted datasets [20%]  (3) Complete assessment of hydrocarbon resources [20%]  (4) Complete risking of estimated resources [20%]  (5) Creation of PRMS chart and NHA [20% ]</p>

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19	85	6.2		Centre of the study will be primarily the DGH, NOIDA, Uttar Pradesh, India. Projects for the study for all sedimentary basins will be created, stored and managed at DGH only. If required, service provider may have to visit the work centres across India of NOCs and Private E&P Majors so engaged.	Bidder request DGH to clarify on the amount/type of data that would be provided to them by DGH for completion of this tender scope. Kindly confirm whether this would include: 1. Final models and reports used as the HRS 1.0 deliverable of the 26 sedimentary basins of India. 2. The input data in its entirety of HRS 1.0, including all the data utilized for creation of final evaluation models will be provided by DGH, along with the dataset already mentioned in the tender document.	Contractor will have access to the sedimentary basin datasets as available at NDR. Contractor, on their own will check the data integrity and interpret the selected datasets for the HRAS. Contractor will incorporate analogue basin data in case of potential data gaps. The study will be a de novo exercise and the existing datasets of previous study shall be shared in originally archived form, subject to their availability in working conditions. However, basin reports of the last study will be provided as a reference. In such process, Contractor will be responsible for selection of data to be input to various basin projects under HRAS.  <a href="#">Basin-wise updated NDR Data Sheet of 2D, 3D seismic and Well data (Single flavour Primary) may be referred as attached [Annexure-1].</a>
20	86	6.8		Please amend as below: Ownership of all data/information in the form of reports, maps or models generated during this study will lie with DGH. The execution of HRAS-2025, at any time do not allow dissemination or transfer of such data outside DGH in any form or means. As described at Para 2.2, the service provider will use analogous datasets at no extra cost to DGH, however, the same will be shared with DGH limited to the viewing rights. Service provider will maintain the confidentiality of all data/information used and generated during the period of the contract and will be required to sign a Confidentiality Agreement for use of data as per the NDR Data Policy or its modified version. Service provider will also be required to sign a Non-disclosure Agreement specific to restricted use of Project data/information.	Specific to restricted use of project data/information, given the service provider signs a non-disclosure agreement, can they utilize the input dataset for evaluation outside of DGH premises?	As clarified at SI#5.
21	N/A	6.11( NeClause)		Please add the following clause: While providing the services to DGH, the Service Provider 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 Service Provider's exclusive property and which the Service Provider 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, Service Provider does not develop any intellectual property for ownership by DGH. Service Provider retains sole ownership of any such intellectual capital (including intellectual property) created by the Service Provider.	We request DGH to please include the clause on Intellectual Property Ownership. This is a standard clause present in all oil and gas contracts.	As clarified at SI#6.
22	N/A	6.12( NeClause)	Data Liability (New clause)	Please add the following clause: DGH must systematically back-up all applications and data files in accordance with industry standards, to protect against the loss of DGH's data. DGH must provide copies of data to the Service Provider. It is clearly understood that Service Provider has no liability for loss, damage, or destruction to any DGH data, except in the case of Gross Negligence, in which case Service Provider's sole liability is limited to reloading the data from the most recent database back-up. In no event shall Service Provider ever be liable for reacquiring DGH'S data.	We request DGH to include this provision to address and provide clarity on the mutual obligations of the parties in relation to loss of data.	As clarified at SI#7

Sl	Page No.	Section No.	Section Name	Clause Description	Remarks	DGH Replies/ Clarifications
23	N/A	6.13( NeClause)	Interpretation Liability (New clause)	<p>Please add the following clause:</p> <p>In making any interpretation of logs, research, analysis or recommendation in connection with this Contract, whether directly or by means of electronic transmission or data processing or otherwise, or in making any recommendations based on interpretation of logs, data information or otherwise, the Service Provider's employees shall give DGH the benefit of their best judgment. Nevertheless, since all interpretation and or recommendations are only opinions, based in part on inferences from electrical or other measurements or empirical relationships and assumptions which are not infallible and subject to error and since all electronic transmission and data processing is subject to error which may be beyond their control, the Service Provider cannot and does not guarantee the accuracy or correctness of any such interpretations or recommendations and, except in case of Willful Misconduct and/or Gross Negligence on the part of the Service Provider, the Service Provider shall not be liable for and DGH shall indemnify and hold the Service Provider harmless against any loss or damage whatsoever, whether incurred by DGH or any other person, resulting from, or resulting from logs being interpreted by others when transmitted by electronic process or professional advice or resulting from any investment or operational decision made by DGH or any person concerning such interpretation or recommendation or professional advice provided by the Service Provider.</p>	<p>Considering the scope of work, we request DGH to kindly add this clause on Interpretation liability. This clause details out the rights and obligations of both parties in case of any form of interpretation using the data.</p>	As clarified at Sl#8
24	N/A	6.14( NeClause)	Trade Control (New clause)	<p>Please add the following clause:</p> <p>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to economic sanctions laws, trade, import and export control. In the event of non-compliance with any trade compliance law, the Service Provider reserves the right to terminate the Contract and such termination shall not be deemed as a breach of contract.</p> <p>DGH undertakes at any time during the duration of this Contract, at the request of the Service Provider, to sign and provide Service Provider with a Certificate of End Use. Service Provider has the right to suspend the performance of its obligations under this Contract until the Certificate of End Use signed by DGH is obtained.</p> <p>In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.</p>	<p>We request DGH to please add this clause on TCC to limit the liabilities of both parties in relation to export control regulations. Further, we request DGH to please provide us the end use declaration certificate in the format below:</p> <div style="text-align: center;">  <p>End User Destination Declaration.docx</p> </div>	As clarified at Sl#9
25	95	4	4.3	<p>Please amend as below:</p> <p>In case, where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the above BEC wherever applicable, a certificate, certifying all the required information, issued by the CEO/ CFO/ Head of bidding entity/ MD / authorized signatory of the company along with an undertaking that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.</p>	<p>We request DGH to please amend this clause to allow certification from authorized signatory of the bidder. Further, we request deletion of requirement of re-certification.</p>	As clarified at Sl#10.
26	96	7.3		<p>10% of Project value without taxes will be kept on hold until the project deliverables are endorsed by Technical Committee</p>	<p>Bidder request to remove this clause considering we are getting payment only when phase successfully complete, no need to hold further 10%.</p>	As clarified at Sl#18
27	81	7		<p>Payment Terms</p>	<p>Bidder request to add the Monthly payment plan.</p>	As clarified at Sl#18

Sl	Page No.	Section No.	Section Name	Clause Description	Remarks	DGH Replies/ Clarifications
28	66	4		Timeline	Bidder request to increase timeline of the phase 1 and phase2 phase 3 for subset A and B from 6 month to 9 months for each phase respectively. Considering the huge scope of work	<p>Tenure of each Phase under Project Subset-A is extended to <b>8 months</b>. Data preparation will be part of the new tenure.</p> <p>Under Project Subset-B,tenure for GH is extended to <b>4 months</b> and the same for CSG <b>7 months</b>. Data preparation will be part of the new tenures.</p>