



**DIRECTORATE GENERAL OF HYDROCARBONS**

**INVITATION TO BID**

**INDIGENOUS OPEN e-TENDER**

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

**ENGAGING EXPERT FOR AUDIT OF CONVENTIONAL AND  
UNCONVENTIONAL RESOURCES [PROJECT SUBSET-C] UNDER  
HRAS-2025.**

**Tender NO. GL GP-12/2/2025-DGH /ENQ 244**

**Important Dates**

|                                       |                       |
|---------------------------------------|-----------------------|
| Notice Inviting Tender(NIT)           | 25.04.2025            |
| Pre- Bid Meeting                      | 02.05.2025            |
| Bid Closing Date And Time             | 09.06.2025 & 14:00Hrs |
| Bid Opening Date And Time             | 10.06.2025 & 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, OIDB Bhawan, Plot No. 2, Tower A, Sector 73, Noida, UP 201301

Phone: +91-120-2472000 | Fax: +91-120-2472049 | E-mail: mm@dghindia.gov.in

ENQ No.: GL GP-12/2/2025-DGH /ENQ-244

Date.25.04.2025

### NOTICE INVITING TENDER

**1.0** The Director General, Directorate General of Hydrocarbons, Noida, invites **OPEN** e-tender for **Engaging Expert for Audit of Conventional and Unconventional Resources [Project Subset-C] under HRAS-2025**

**2.0 Details of e-tender:**

|                                             |                                                                                                                                                               |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E-Tender No.                                | GL GP-12/2/2025-DGH /ENQ-244                                                                                                                                  |
| Brief Description                           | <b>Engaging Expert for Audit of Conventional and Unconventional Resources [Project Subset-C] under HRAS-2025</b>                                              |
| Type of Bid                                 | Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)                                                                                        |
| Bid submission closing Date & Time          | <b>09.06.2025 &amp; 14:00Hrs</b>                                                                                                                              |
| Place of Submission of original documents   | Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.                     |
| Last Date of Receipt of queries for Pre-bid | <b>01.05.2025</b>                                                                                                                                             |
| Pre-Bid Conference Date                     | <b>02.05.2025 @ 11:00 AM onwards</b>                                                                                                                          |
| Pre-Bid Conference Venue                    | <b>DGH, OIDB Bhawan, Noida.</b>                                                                                                                               |
| Response to Pre- bid queries (if any)       | To be notified later                                                                                                                                          |
| Bid Opening Time, Date & Place              | Techno-commercial bid opening : <b>10.06.2025 &amp; 15:00Hrs</b><br><br>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         | <b>₹ 10,00,000.00 (Rupees Ten Lakhs Only)</b>                                                                                                                 |

|                                                                                       |                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount:                                                                               |                                                                                                                                                                                                                                                                                          |
| 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 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 : Self declaration for non-black listing

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

**Annexure-III: Bid Evaluation Criteria/ Scope of work/service/ pre-qualification (PQC) and technical qualification criteria(TQC)**

**Annexure-IV : Bidder Unpriced Response Sheet**

**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-12/2/2025-DGH /ENQ-244, 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 to be 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-/ 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-12/2/2025-DGH /ENQ-244, 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 PERFORMANCE**

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-12/2/2025-DGH /ENQ-244

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**, 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-12/2/2025-DGH /ENQ-244 **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-12/2/2025-DGH /ENQ-244

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-12/2/2025-DGH /ENQ-244

| Sl | Page No. | Section No. | Section Name | Clause Description |
|----|----------|-------------|--------------|--------------------|
| 1  |          |             |              |                    |
| 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

**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.

**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 CONTRACTOR. 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 CONTRACTOR 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)

**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 for Audit of Conventional and Unconventional Resources [Project Subset-C] under HRAS-2025) 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 BIDDER/ 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.

**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-12/2/2025-DGH /ENQ-244 for “Engaging Expert for Audit of Conventional and Unconventional Resources [Project Subset-C] under HRAS-2025”

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-12/2/2025-DGH /ENQ-244 for “Engaging Expert for Audit of Conventional and Unconventional Resources [Project Subset-C] under HRAS-2025.”

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 .....

**DECLARATION FOR NON-BLACK LISTING**

<To be printed on Company letterhead>

Tender No.GL GP-12/2/2025-DGH /ENQ-244

**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

.....

**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 OIDB 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, OIDB 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, OIDB 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/PERFROMANCE 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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## ANNEXURE-III

### BID EVALUATION CRITERIA/ SCOPE OF WORK/SERVICE/ PRE-QUALIFICATION (PQC) AND TECHNICAL QUALIFICATION CRITERIA(TQC)

#### 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) | 6 months<br>[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) | 6 months<br>[Phase-II]  |                                          |
|                | Assessment of conventional resources (+Shale Plays) including biogenic plays, fractured plays and tight plays - 15 basins (Onland)    | 6 months<br>[Phase-III] |                                          |
|                | Annual Update of the HRAS-2025, PRMS Chart and NHA – All Basins                                                                       | 5 Years<br>[Phase-IV]   |                                          |

|   |                                                               |                                                |                                          |
|---|---------------------------------------------------------------|------------------------------------------------|------------------------------------------|
| B | Assessment of unconventional resources of Gas Hydrates (GH)   | 3 months<br>[Phase-I]                          | Singly or combined with Project Subset A |
|   | Assessment of unconventional resources of Coal-seam Gas (CSG) | 6 months<br>[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<br>[Phase-I]                |                                          |
|   | Audit of HRAS by Third Party – Unconventional CSG             | 4 visits, each for 7 days<br>[Phase-III]       |                                          |

- 1.5 The present proposal is limited to **Project Subset-C** to conduct a comprehensive audit of country-level assessment of conventional and unconventional resources under given scope and nature of engagement. Separate proposals exist for Project Subset-A and Project Subset-B. The Project Subset-C will be a concurrent activity along with Project Subset-A and Project Subset-B.
- 1.6 A separate tender (No. GLGP-12/1/2025-DGH/ENQ-242) has already been invited on the CPP portal as per Bidding Options, given at Para 1.4, for **Project Subset-A** combined with **Project Subset-B**. Bidders who have participated in this tender for Subsets A & B can also participate in the current tender for subset C. The tender will first be awarded for Project Subset-A and Project Subset-B. The Price Bids of Bidder(s), who are awarded the contract for either or both Project Subsets A and Project Subset-B, will not be opened in the tender for Project Subset-C.
- 1.7 Reference to the tender as mentioned at Para 1.6 and response to the queries in its Pre-bid Conference, the Scope and Deliverables for Project Subset-C have been finalized, and accordingly the duration of the study cited at Para 1.4 is revised.

## 2. SCOPE OF WORK:

- 2.1 **Familiarization with HRAS-2025 objectives:** Auditor will have to be conversant with the scope and deliverables of HRAS-2025 being undertaken on India's conventional and unconventional resources.
- 2.2 **Complete review of the Study:** All assessment stage gates for both conventional and unconventional resources will be audited. Auditor will formulate an Evaluation check-list for (i) Integrity of input data, (ii) Selection of assessment methods and (iii) Acceptance of results.
- 2.3 **Check on the use of basin analogue:** Whether or not sufficient data are present, each basin is to be checked for any global analogue. If used, it is to be assured for appropriate analogy in terms of basin geology.
- 2.4 **Assurance of geological risking of estimated resources:** Wherever warranted, the mapping of play chances and resource risking are to be assured for relevance as per guiding principles and standard procedures in the industry.
- 2.5 **Audit of PRMS Charts:** The PRMS Charts that are created at Basin and Play level as a part of HRAS-2025 will be validated by the auditor. The chart will portray the undiscovered risked resources (Prospective Resources) estimated under HRAS-2025 and will be integrated with the discovered hydrocarbons that support Contingent



Resources and Reserves, that will be provided by DGH for the purpose. This exercise will have to be conducted at the end of each Phase and summated at the end of the complete study.

- 2.6 **Audit of National Hydrocarbon Atlas (NHA):** NHA 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. This exercise will be conducted at the end of each Phase and summated at the end of the complete study. As a part of audit, the NHA with its elements and functionalities as intended will be assured.
- 2.7 **Review of Project Guidance Documents:** Expert teams associated with Project Subset-A & Project Subset-B, post scrutiny of available datasets 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. These documents will also prescribe the formats for the HRAS-2025 deliverables. Auditor will assure the Project Guidance Documents in terms of their formulation as per given scope and merit.

### 3. DATA AVAILABILITY:

- 3.1 The Project Subset-A and Project Subset-B will utilize complete datasets sourced from NDR. 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.
- 3.2 As a part of audit of HRAS-2025, auditor may use and examine the above datasets, including those added to NDR later. These datasets can be shared in available formats and under data confidentiality agreement subject to requirement of the audit.
- 3.3 Auditor, during the course of study may use and refer global analogues, however such information shall be shared with DGH limited to applicable data confidentiality rights and at no cost to DGH.

### 4. PROJECT DURATION:

- 4.1 The study will be conducted during specified phases as per the following plan:

| Project Subset | Scope of Study                                      | Phase    | Minimum Number of Visits | Minimum Days of Each Visit | Schedule                                                                                                                                       |
|----------------|-----------------------------------------------------|----------|--------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| C              | Audit of HRAS by Third Party – Conventional         | I+II+III | 3+3+3                    | 10 days                    | Project Lead in agreement with Project Technical Committee, so constituted will schedule such visits based upon the progress of the HRAS-2025. |
|                | Audit of HRAS by Third Party – Unconventional Shale | I+II+III | 2+2+2                    | 7 days                     |                                                                                                                                                |
|                | Audit of HRAS by Third Party – Unconventional GH    | I        | 2                        | 7 days                     |                                                                                                                                                |
|                | Audit of HRAS by Third Party – Unconventional CSG   | III      | 4                        | 7 days                     |                                                                                                                                                |

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

## **5. DELIVERABLES:**

- 5.1 As the fulfilment of Project Subset-C 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 Report on the review of Basin-wise Project Guidance Document as described at Para 2.7, in terms of its alignment with the scope of HRAS-2025.
  - 5.1.2 Report on the integrity of project input datasets and suitability of assessment methodology.
  - 5.1.3 Report on the review of the study at the end of each phase as well as end of the complete study (HRAS-2025), will have the following areas adequately addressed for each basin:
    - (i) Quality and usability of the input datasets,
    - (ii) Merit of chosen methodology,
    - (iii) Data deficiency and use of analogues,
    - (iv) Reliability of results,
    - (v) Assessors' specific recommendations, if any on future scope and strategy
  - 5.1.4 Report on the review of PRMS Chart and NHA as described at Para 2.5 & 2.6.
  - 5.1.5 End-of-visit Reports which may include observations issued to the respective project study teams to be submitted to the Project Technical Committee for review. The committee will have members from DGH, NOCs, Private E&P Majors and Invitees from eminent Universities/Institutes.
  - 5.1.6 All submissions, unless specifically advised, will be in digital formats and in portable hard disks.

## **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 and the projects for all sedimentary basins will be created, stored and managed at DGH only. Auditor will be required to be at DGH only.
- 6.3 A Gantt Chart will be followed and the same periodically updated with the progress of audit.
- 6.4 The audit will be executed by a Project Team, headed by a Project Lead from Auditing Agency and will be governed by the Technical Committee. Project Team will be constituted by members from Auditor and DGH selected. The audit of the project may be conceived in a segregated manner by Basin or group of Basins and several Audit Teams can work concurrently to meet the project deadline.
- 6.5 The auditing team will have adequate domain expertise pertaining to resource assessment methods and are expected to be aware of the capabilities of the software to be used for the Project Subset-A and Project Subset-B. Auditor will associate DGH team during the course of audit.
- 6.6 Bidder, at its own costs is to carry portable workstations with necessary software installed and/or may set up similar facility at DGH so required for the purpose of audit. 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 audit 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 audit. Engagement of audit 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, if needed.
- 6.8 Ownership of all data/information generated during the course of audit will lie with DGH and dissemination or transfer of such data outside DGH will not be allowed in any form or means. 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 Project will be deemed completed upon acceptance of all deliverables.

## **7 PRE-BID CONFERENCE:**

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 7 days of invitation of RFP.

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## PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-C

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) years</b> of practical experience in the <b>E&amp;P industry</b> out of which <b>Five (5) years</b> will be the experience of auditing <b>hydrocarbon resource assessment studies</b> for any E&P NOC Pvt 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 auditing at least <b>Three (3) studies</b> , leading to estimate of prospective resources of conventional and unconventional plays, in three(3) different <b>Indian sedimentary basins</b> during <b>Last Five (5) years</b> as on original bid closing date                                  |                   | 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.<br>(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 100 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.<br>(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.<br>(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. |

|  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | <p>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.</p> <p>(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).</p> <p>(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:</p> <p>(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.</p> <p>(ii). The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.</p> <p>(iii). Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided Annexure--- of tender document.</p> <p>In cases where foreign based supporting company does not have Permanent</p> <p>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.</p> <p>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.</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 on the original Bid Closing Date. |  | 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.**

I. 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.

II. 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.

III. 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.

**2.4 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.)

**I .** 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.

**II.** 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-C

1. Bids will be invited as per Project Subset-C 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 audit of <b>comprehensive study of conventional and unconventional resources</b>:</p> <p>The presentation will be based on the following agenda covering both conventional and unconventional resources:</p> <ul style="list-style-type: none"> <li>(i) <b>Audit of prospective resource estimates in India and overseas [10 marks]</b></li> <li>(ii) <b>Audit of Input Data integrity and Software capabilities for Petroleum System Modelling [05 marks]</b></li> <li>(iii) <b>Audit of assessment methodology of estimating prospective resources [10 marks]</b></li> <li>(iv) <b>Audit of National Hydrocarbon Atlas depicting basin and play-level prospective resources [05 marks]</b></li> <li>(v) <b>Engagement Plan, Team composition and Domain expertise [10 marks]</b></li> </ul> | <b>40</b>     | <ul style="list-style-type: none"> <li>(i) Presentation Slide-pack to be provided 2 days before the scheduled date of presentation, to be intimated by DGH.</li> <li>(ii) Bidder will be allowed 60-minute time slot</li> <li>(iii) Presentation will be restricted to the given agenda and marking will be made basis how well the line item is covered and explained.</li> <li>(iv) Bidder is required to be present at DGH. Bidder may invite their team located outside India at no cost to DGH.</li> </ul> |
| 2       | <p><b>Number of projects</b> completed during <b>Last Five (5) years</b>, as on bid closing date on audit of Prospective Resource study of conventional and unconventional resources:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>05</b>     | Documentary evidence like service orders/ equivalent documents showing the nature of services along with corresponding completion                                                                                                                                                                                                                                                                                                                                                                               |
| a)      | >5 projects - 05 Marks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Sl. No. | Quality Criteria                                                                                                                                                                                                | Maximum Marks | Supporting Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| b)      | 3-5 projects – 03 Marks                                                                                                                                                                                         |               | 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.                                                                                                                                                                                                                           |
| 3       | Number of projects completed at Country-level during Last Five (5) years, as on bid closing date on audit of prospective resource studies of conventional and unconventional resources:                         | 10            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| a)      | >5 projects – 10 Marks                                                                                                                                                                                          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| b)      | 3-5 projects – 05 Marks                                                                                                                                                                                         |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| c)      | 1 to 2 projects – 02 Marks                                                                                                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4       | Number of countries, where projects were completed at Country-level during Last Five (5) years, as on bid closing date on audit of prospective resource studies of conventional and unconventional resources:   | 05            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| a)      | >5 countries – 05 Marks                                                                                                                                                                                         |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| b)      | 3-5 countries – 02 Marks                                                                                                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5       | Number of projects completed during Last Ten (10) years, as on bid closing date for India’s different sedimentary basins on audit of prospective resource studies of conventional and unconventional resources: | 05            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| a)      | > 10 projects –05 Marks                                                                                                                                                                                         |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| b)      | 5-10 projects – 02 Marks                                                                                                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6       | Domain (Subject-matter) Experience of the Team Leader in undertaking audit of prospective resource studies of conventional and unconventional resources, that were assessed through Petroleum System Modelling: | 10            | Bio-data with Minimum 10 years’ experience of working in international projects)<br><br>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)      | >25 years – 10 Marks                                                                                                                                                                                            |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| b)      | 20-25 years – 05 Marks                                                                                                                                                                                          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7       | Average hands-on software experience of team members (except the Team Leader) in undertaking audit                                                                                                              | 05            | Bio-data with Minimum 5 years’ experience in working                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Sl. No. | Quality Criteria                                                                                                                                                                                                                         | Maximum Marks | Supporting Documents                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | of prospective resource studies of conventional and unconventional resources, that were assessed through Petroleum System Modelling:                                                                                                     |               | on international projects)<br><br>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)      | 10-14 years - 02 Marks                                                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8       | <b>Experience</b> in audit 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 bid.                                   |
|         | Yes - 05 Marks                                                                                                                                                                                                                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9       | <b>Experience</b> of working in minimum <b>Three (3) countries</b> where audit were undertaken for <b>National Hydrocarbon Atlas</b> depicting basin and play-level prospective resources of both conventional and unconventional plays: | <b>05</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|         | Yes - 05 Marks                                                                                                                                                                                                                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 10      | <b>Number of countries</b> where <b>Auditor</b> was empanelled for audit of prospective resource studies of conventional and unconventional resources:                                                                                   | <b>10</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| a)      | >5 - 10 Marks                                                                                                                                                                                                                            |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| b)      | 3-5 - 05 Mark                                                                                                                                                                                                                            |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|         | <b>Total Technical Score</b>                                                                                                                                                                                                             | <b>100</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Note:** Audit of **comprehensive study of conventional and unconventional resources** means quality assurance of all stages involving analysis of petroleum system elements, resource mapping and modelling, resource estimating and resource risking, including quality check of input data and acceptability of results.

#### 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. Such submissions will be subject to future scrutiny of the documents as per Scope of Work undertaken.
- 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. Bids will be evaluated using Least Cost Selection (LCS) method.
- 5.2 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.
- 5.3 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 notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> <li>• Joint kick-off meeting and subsequent periodical reviews will be intimated 15 days in advance.</li> </ul> |
| 2. | <b>Periodical review of the project as per Project Gantt chart</b>                                                                                                                                                      | <ul style="list-style-type: none"> <li>• Every visit 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 15 days 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 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> |
|----------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1. Report, complete in all respects on Audit of Assessment of Unconventional Gas Hydrate                                   | 5% of Total Cost     |
| 2. Report, complete in all respects on Audit of Assessment of Conventional Resources + Unconventional Shales for Phase-I   | 15% of Total Cost    |
| 3. Audit, complete on geologically risked Conventional Resources + Unconventional Shales for Phase-II                      | 5% of Total Cost     |
| 4. Report, complete in all respects on Audit of Assessment of Conventional Resources + Unconventional Shales for Phase-II  | 15% of Total Cost    |
| 5. Report, complete in all respects on Audit of Assessment of Coal-seam Gas                                                | 10% of Total Cost    |
| 6. Report, complete in all respects on Audit of Assessment of conventional Resources + unconventional Shales for Phase-III | 10% of Total Cost    |
| 7. Report, complete in all respects on Audit of HRAS                                                                       | 40% of Total Cost    |

## 8. LIQUIDATED DAMAGES:

8.1 If the Service Provider fails to complete the activities and cannot hand over all project deliverables within 1 month 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.

M/s.

Witness:

Witness:

1)

1)

2)

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:

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

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

Address\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

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 \_\_\_\_\_



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

| Project Subset-C, Audit of Conventional Resources and Unconventional Resources |                                                                                                                                                                    |                                  |                          |                                   |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------|-----------------------------------|
| Sl.No.                                                                         | Category/ Project subsets                                                                                                                                          | Total Price in Cr.<br>(₹)<br>(A) | GST (%) and its rate (B) | Total Price (C) in (₹) =<br>(A+B) |
| 1                                                                              | Audit of Assessment of Conventional Resources (including Biogenic, Fractured and Tight Plays) and Unconventional Resources (Shales, Coal-seam Gas and Gas Hydrate) |                                  |                          |                                   |
| <b>TOTAL</b>                                                                   |                                                                                                                                                                    |                                  |                          |                                   |

Note:

- Rates should be quoted strictly as per above format in the Price Bid (Excel Sheet) and in no other manner.
- 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, OI DB 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.

**PROPOSED AMENDMENT TO TENDER No.: GL GP-12/1/2025-DGH /ENQ-244**

| Sl. No.s | Page No. | Section No./ Clause                                                                                          | Existing Clause |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                             | Amendment |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|----------|--------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | 78       | ANNEXURE-C2<br>BID<br>EVALUATION<br>CRITERIA<br>(BEC) FOR<br>PROJECT<br>SUBSET-C,<br>6, Delivery<br>Schedule | 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 Go-Ahead. 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> |                                                                                                                                                                                                                                                                                                                                                                                                                                             | 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 Go-Ahead. The contractor shall, within a maximum period of 7 days, mobilize the resources from the given date.</li> <li>• Joint kick-off meeting and subsequent periodical reviews will be intimated 15 days in advance.</li> <li>• The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2        | 74       | ANNEXURE-C2<br>BID<br>EVALUATION<br>CRITERIA<br>(BEC) FOR<br>PROJECT<br>SUBSET-C, 3                          | Sl.No           | Quality Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Maximum Marks                                                                                                                                                                                                                                                                                                                                                                               | Supporting Document                                                                                                                                                                                                                                                                                                                                                                                                                         | Sl.No     | Quality Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Maximum Marks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Supporting Document                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |          |                                                                                                              | 1               | <b>Proposal Presentations</b><br><br>DGH will invite the eligible bidders having the prescribed pre-qualification criteria to make a presentation to DGH team on their experience in audit of comprehensive study of conventional and unconventional resources:<br><br>The presentation will be based on the following agenda covering both conventional and unconventional resources:<br><br>(i) Audit of prospective resource estimates in India and overseas [05 marks]<br>(ii) Audit of Input Data integrity and Software capabilities for Petroleum | 40                                                                                                                                                                                                                                                                                                                                                                                          | (i) Presentation Slide-pack to be provided 2 days before the scheduled date of presentation, to be intimated by DGH.<br>(ii) Bidder will be allowed 60-minute time slot<br>(iii) Presentation will be restricted to the given agenda and marking will be made basis how well the line item is covered and explained.<br>(iv) Bidder is required to be present at DGH. Bidder may invite their team located outside India at no cost to DGH. | 1         | <b>Proposal Presentations</b><br><br>DGH will invite the eligible bidders having the prescribed pre-qualification criteria to make a presentation to DGH team on their experience in audit of comprehensive study of conventional and unconventional resources:<br><br>The presentation will be based on the following agenda covering both conventional and unconventional resources:<br><br>(i) Audit of prospective resource estimates in India and overseas [10 marks]<br>(ii) Audit of Input Data integrity and Software capabilities for Petroleum System Modelling [05 marks]<br>(iii) Audit of assessment methodology of estimating prospective resources [10 marks]<br>(iv) Audit of National Hydrocarbon Atlas | 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (i) Presentation Slide-pack to be provided 2 days before the scheduled date of presentation, to be intimated by DGH.<br>(ii) Bidder will be allowed 60-minute time slot<br>(iii) Presentation will be restricted to the given agenda and marking will be made basis how well the line item is covered and explained.<br>(iv) Bidder is required to be present at DGH. Bidder may invite their team located outside India at no cost to DGH. |

# PROPOSED AMENDMENT TO TENDER No.: GL GP-12/1/2025-DGH /ENQ-244

|  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |                                                                                                                                                                          |  |  |  |
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|  |  |  |  | <p>System Modelling<br/>[05 marks]</p> <p>(iii) Audit of<br/>assessment<br/>methodology of<br/>estimating<br/>prospective<br/>resources [10<br/>marks]</p> <p>(iv) Audit of National<br/>Hydrocarbon Atlas<br/>depicting basin and<br/>play-level<br/>prospective<br/>resources [05<br/>marks]</p> <p>(v) Engagement Plan,<br/>Team composition<br/>and Domain<br/>expertise [10 marks]</p> |  |  |  |  | <p>depicting basin and play-<br/>level prospective<br/>resources [05 marks]</p> <p>(v) Engagement Plan,<br/>Team composition and<br/>Domain expertise [10<br/>marks]</p> |  |  |  |
|  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |                                                                                                                                                                          |  |  |  |

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| SI | Page No. | Section No. | Section Name                                                 | Clause Description                                                                                                                                                                                                                                                                                                                                                                                          | DGH Replies/ Clarifications                                                                                                                                                                            |
|----|----------|-------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 68       | 1, SI.No.2  | ANNEXURE-C1<br>PRE-QUALIFICATION CRITERIA (PQC) ,            | <p>The bidder must have experience of auditing at least Three (3) studies, leading to estimate of prospective resources of conventional and unconventional plays, in three(3) different Indian sedimentary basins during Last Five (5) years as on original bid closing date.</p> <p><b>Is it possible to replace Indian Sedimentary Basin with any Sedimentary Basin globally during last 5 years?</b></p> | <p>Not agreed.</p> <p>The proposed study aims at the assessment of prospective resources of Indian Sedimentary basins, hence experience in Indian sedimentary basin will be the primary condition.</p> |
| 2  | 68       | 1, SI.No.4  | ANNEXURE-C1<br>Point No. 4, PRE-QUALIFICATION CRITERIA (PQC) | <p>The average turnover of the bidder should not be less than INR 100 Cr. in the last Three (3) financial years</p> <p><b>Is it possible to reduce average turnover to 50 Cr in the last three financial year?</b></p>                                                                                                                                                                                      | Not agreed                                                                                                                                                                                             |



| Sl | Page No. | Section No. | Section Name                                                | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DGH Replies/ Clarifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|----------|-------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 66       | 6.4 & 6.5   | ANNEXURE-III ,<br>SPECIAL<br>CONDITIONS<br>OF<br>ENGAGEMENT | <p>The audit will be executed by a Project Team, headed by a Project Lead from Auditing Agency and will be governed by the Technical Committee. Project Team will be constituted by members from Auditor and DGH selected. The audit of the project may be conceived in a segregated manner by Basin or group of Basins and several Audit Teams can work concurrently to meet the project deadline.</p> <p>The auditing team will have adequate domain expertise pertaining to resource assessment methods and are expected to be aware of the capabilities of the software to be used for the Project Subset-A and Project Subset-B. Auditor will associate DGH team during the course of audit.</p> <p><b>[1] Section 4.1 details duration of visit. This 6.4 mentions a ‘project lead’ by an auditing company. Further, it adds the possibility of having members from DGH selection. However, the number of auditing teams needed according to the number of basins or group of basins is not indicated.</b></p> <p><b>[2] Number of days for each visit is mentioned but the number of members for each during each visit is not defined. We request DGH to give an indicated number for the review.</b></p> <p><b>[3] Basis of number of days &amp; experts to be considered is not defined and left on the judgement of Vendor. For uniformity DGH may consider defining it.</b></p> <p><b>[4] DGH may consider defining minimum or maximum number of experts per visit.</b></p> | <p>[1] Team strength and specialization of the auditor will be decided by the 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.</p> <p>[2] Contractor may choose the visiting team depending on the requirement of domain experts specific to the visit and in coordination with the Contractor of Project Subset A/B.</p> <p>[3] As said, number of experts and duration of visit will be determined by Contractor.</p> <p>[4] As stated at Point [2] above.</p> |

| Sl | Page No. | Section No. | Section Name                                                | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DGH Replies/ Clarifications                                                                                                                                                                                                                                                      |
|----|----------|-------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2  | 66       | 6.6         | ANNEXURE-III ,<br>SPECIAL<br>CONDITIONS<br>OF<br>ENGAGEMENT | <p>Bidder, at its own costs is to carry portable workstations with necessary software installed and/or may set up similar facility at DGH so required for the purpose of audit. 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><b>- We understand, during the audit, project done the vendor for section – A &amp; section – B will be reviewed/ audited. Projects reviewed would be on the workstation respective vendors. Vendors of section – C won't be needed to have a workstation (&amp; G&amp;G software licenses). Reporting work may be done on the laptop of the vendors experts. Please confirm it is OK.</b></p>                                                                                                                                                                                                                                                                         | During visits, audit will be carried out on workstations at various stages of the Project, in close discussion with the Contractor of the Project Subset-A/B. Read with Clause 6.6, the requirement of workstation will be to utilize Auditor's own reference applications/data. |
| 3  | 66       | 6.7         | ANNEXURE-III ,<br>SPECIAL<br>CONDITIONS<br>OF<br>ENGAGEMENT | <p>The audit 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 audit. Engagement of audit 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, if needed.</p> <p><b>-This section tries to indicate the number of experts or expertise needed during the audit. However, looking at the number of visits per phase, it is of utmost importance to adhere to the project Gantt in order to get the audit/review done in time and define the number of experts needed specific to the visit timing.</b></p> <p><b>-DGH may consider defining the number of experts and also the submission of CVs of experts who will come for audit in order ensure vendor has right and sufficient experts available for the job.</b></p> | As stated at SI#1                                                                                                                                                                                                                                                                |

| Sl | Page No. | Section No.          | Section Name                                                         | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DGH Replies/ Clarifications                                                                                          |
|----|----------|----------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 4  | 68       | 1, Sl. No 1 & 2      | ANNEXURE-C1<br>PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-C | <p>Bidder must have a minimum of Ten (10) years of practical experience in the E&amp;P industry out of which Five (5) years will be the experience of auditing hydrocarbon resource assessment studies for any E&amp;P NOC Pvt or Regulatory Body or any Sovereign Entity, as on original bid closing date.</p> <p>The bidder must have experience of auditing at least Three (3) studies, leading to estimate of prospective resources of conventional and unconventional plays, in three (3) different Indian sedimentary basins during Last Five (5) years as on original bid closing date</p> <p><b>Key Points &amp; Suggestions.</b><br/> <b>-Hydrocarbon Resource Assessment (HRAS) &amp; Atlas studies for National Oil companies and National Agencies are normal and regular activities of internationally reputed consultancy firms. But Audit of a HRAS/Atlas project by another company is not a common practice.</b><br/> <b>-Auditing in-house studies of resource assessment studies may be OK but auditing of resource assessment done by another consulting company companies is not common.</b><br/> <b>-For this reason, we propose DGH considering experience of executing Resource Assessment &amp; Atlas studies and at the same time the experience of resource audit and certification (reserves, contingent resources, and if applicable prospective resources) projects.</b></p> | Not agreed, as the work is intended to focus on the audit of resource assessment.                                    |
| 5  | 78       | 6. Delivery Schedule | ANNEXURE-C2<br>BID EVALUATION CRITERIA (BEC) FOR PROJECT SUBSET-C    | <p>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.</p> <p>The notice of commencement letter will also indicate the date of the Joint kick-off meeting with DGH.</p> <p><b>- For the first Joint Kick-off meeting at least 15 days' notice.</b><br/> <b>-For subsequent Periodical review dates should be fixed in advance or at least 15 days' notice to be given.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Agreed. Intimation of Joint kick-off meeting and subsequent periodical reviews will be intimated 15 days in advance. |

| Sl             | Page No.                                            | Section No. | Section Name                     | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DGH Replies/ Clarifications                                                                                                                                 |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
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| 6              | 65                                                  | 4.1         | ANNEXURE-III<br>PROJECT DURATION | <p>4. PROJECT DURATION:<br/>4.1 The study will be conducted during specified phases as per the following plan:</p> <table border="1"> <thead> <tr> <th>Project Subset</th><th>Scope of Study</th><th>Phase</th><th>Minimum Number of Visits</th><th>Minimum Days of Each Visit</th><th>Schedule</th></tr> </thead> <tbody> <tr> <td rowspan="4">C</td><td>Audit of HRAS by Third Party – Conventional</td><td>I+II+III</td><td>3+3+3</td><td>10 days</td><td rowspan="4">Project Lead in agreement with Project Technical Committee, so constituted will schedule such visits based upon the progress of the HRAS-2025.</td></tr> <tr> <td>Audit of HRAS by Third Party – Unconventional Shale</td><td>I+II+III</td><td>2+2+2</td><td>7 days</td></tr> <tr> <td>Audit of HRAS by Third Party – Unconventional GH</td><td>I</td><td>2</td><td>7 days</td></tr> <tr> <td>Audit of HRAS by Third Party – Unconventional CSG</td><td>III</td><td>4</td><td>7 days</td></tr> </tbody> </table> <p>minimum days each visit.</p> <p>Minimum days per visit are OK. The defined minimum number of visits is also OK. However, based on the actual needs of the project, we understand there may be needs for additional visits beyond the requested minimum number of visits. The provision of the maximum number of visits or additional visits needs to be defined.</p> <p>- Since the bidder will give a firm price for the minimum number of visits. Any need for the visit beyond this minimum number will be difficult to accommodate. We request DGH to fix the maximum number of visits and ask for the price quote accordingly. Alternatively, Bidder can quote for minimum numbers requested in the tender and also give “rates per visit” for any additional visit of 10 days and 7 days.</p> <p>Requesting DGH to allow quoting rates for additional visits or cap maximum number of visits.</p> | Project Subset                                                                                                                                              | Scope of Study | Phase | Minimum Number of Visits | Minimum Days of Each Visit | Schedule | C | Audit of HRAS by Third Party – Conventional | I+II+III | 3+3+3 | 10 days | Project Lead in agreement with Project Technical Committee, so constituted will schedule such visits based upon the progress of the HRAS-2025. | Audit of HRAS by Third Party – Unconventional Shale | I+II+III | 2+2+2 | 7 days | Audit of HRAS by Third Party – Unconventional GH | I | 2 | 7 days | Audit of HRAS by Third Party – Unconventional CSG | III | 4 | 7 days | Not agreed. Audit is expected to be completed within the minimum threshold. Additional visit will be on merit and subject to approval of Project Technical Committee. |
| Project Subset | Scope of Study                                      | Phase       | Minimum Number of Visits         | Minimum Days of Each Visit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Schedule                                                                                                                                                    |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
| C              | Audit of HRAS by Third Party – Conventional         | I+II+III    | 3+3+3                            | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Project Lead in agreement with Project Technical Committee, so constituted will schedule such visits based upon the progress of the HRAS-2025.              |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
|                | Audit of HRAS by Third Party – Unconventional Shale | I+II+III    | 2+2+2                            | 7 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                             |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
|                | Audit of HRAS by Third Party – Unconventional GH    | I           | 2                                | 7 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                             |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
|                | Audit of HRAS by Third Party – Unconventional CSG   | III         | 4                                | 7 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                             |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |
| 7              | 1                                                   |             | Project Title & Scope            | <p>ENGAGING EXPERT FOR AUDIT OF CONVENTIONAL AND UNCONVENTIONAL RESOURCES [PROJECT SUBSET-C] UNDER HRAS-2025.</p> <p>Please confirm the project is for the audit of process and workflows followed by the vendor doing part A &amp; B of the HRAS-2025 tender. The vendor engaged for Part C won't be responsible for ensuring the Part-A &amp; Part-B Project Quality and delivery of the quality. Responsibility of the vendor for the Part-C is limited to ensuring the following of the right workflows/processes and flagging the gaps to the DGH committee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Read with the Project Scope of Work (Annexure-III, Section-2), audit will be carried out in close discussion with the Contractor of the Project Subset-A/B. |                |       |                          |                            |          |   |                                             |          |       |         |                                                                                                                                                |                                                     |          |       |        |                                                  |   |   |        |                                                   |     |   |        |                                                                                                                                                                       |

| SI | Page No. | Section No.             | Section Name                                                                                                                    | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DGH Replies/ Clarifications                                                                                                                                                                                                                                          |
|----|----------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 2        | 2                       | Details of e-tender                                                                                                             | Bid Opening, Time, Date and Place – Need 2 weeks extension from current date of June 9th due to Middle East EID Holidays and time required for bank guarantee/other commercial obligations for this tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Not agreed.                                                                                                                                                                                                                                                          |
| 2  | 68       | 1                       | ANNEXURE-C1<br>PRE-QUALIFICATION CRITERIA (PQC) FOR PROJECT SUBSET-C                                                            | <p>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)</p> <p>Even though GaffneyCline has been in reserves/resources audit globally since 1962, given we don't have completion certificates for most of the projects or because our legal doesn't allow to share the contracts (for BEC purposes) nor even the client names, we can only submit a letter from the head of Gaffneycline UK where we can outline the projects/resource and reserves assessment , the client country and the year of completion. Please confirm if this is acceptable for DGH and should not disqualify us technically for lack of submission.</p>                                                                           | Documentary evidence(s) will be accepted if those can provide substantive clear and relevant information on Nature, Deliverables and Duration of the projects completed.                                                                                             |
| 3  | 74       | 3,4 ,5,6, 7, 8,9 and 10 | Annexure -C2 – Section 3, 4 and 5                                                                                               | <p>Documentary evidence like service orders/ equivalent documents showing the nature of services along with a) &gt;5 projects 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> <p>Even though GaffneyCline has been in reserves/resources audit globally since 1962, given we don't have completion certificates for most of the projects or because our legal doesn't allow to share the contracts (for BEC purposes) nor even the client names, we can only submit a letter from the head of Gaffneycline UK where we can outline the projects/resource and reserves assessment , the client country and the year of completion. Please confirm if this is acceptable for DGH and should not disqualify us technically for lack of submission.</p> | As stated at SI#2.                                                                                                                                                                                                                                                   |
| 4  | 64       | 1.4, C                  | ANNEXURE-III, BID EVALUATION CRITERIA/ SCOPE OF WORK/SERVICE/ PRE-QUALIFICATION (PQC) AND TECHNICAL QUALIFICATION CRITERIA(TQC) | Also for Phase 1 audit of conventional during pre-bid you had mentioned minimum of 3+ 3+3 = 9 visits and every visit will be around 10 days so that means its total 9 x 10 = 90 days ?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Audit of Conventional Resources will be as per following schedules:</p> <p>Phase I : Minimum 3 visits, each of 10 days = 30 days</p> <p>Phase II : Minimum 3 visits, each of 10 days = 30 days</p> <p>Phase III : Minimum 3 visits, each of 10 days = 30 days</p> |
| 5  | 64       | 1.4, C                  | ANNEXURE-III, BID EVALUATION CRITERIA/ SCOPE OF WORK/SERVICE/ PRE-QUALIFICATION (PQC) AND TECHNICAL QUALIFICATION CRITERIA(TQC) | Also for Phase 1 audit of unconventional shale during pre-bid you had mentioned minimum of 2+ 2+2 = 6 visits and every visit will be around 7 days so that means its total 6 x 7 = 42 days ?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Audit of Unconventional Shale will be as per following schedules:</p> <p>Phase I : Minimum 2 visits, each of 7 days =14 days</p> <p>Phase II : Minimum 2 visits, each of 7 days = 14 days</p> <p>Phase III : Minimum 2 visits, each of 7 days = 14 days</p>       |

|    |    |     |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                |
|----|----|-----|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6  | 66 | 5   | DELIVERABLES      | Are the third party audits for project subset C expected to be primarily completed during the visits listed under 4.1, with minimal in-house work (mainly just end of visit report finalisations to be completed in-house)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | The audits will be conducted in close discussion with Contractor of Project Subset A/B. This will be completed during the visits by third-party auditors. End-of-visit report will be progressively prepared on-site and submitted on the last day of the corresponding visit. |
| 7  | 65 | 4   | Project Duration  | Will the visits involve auditing documents and data or will the professionals that carried-out project subsets A & B be available to provide presentations and Q&A sessions?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Read with the Project Scope of Work (Annexure-III, Section-2), auditors will work on the datasets during various stages of the Project, in close discussion with the Contractor of the Project Subset-A/B.                                                                     |
| 8  | 65 | 3   | Data Availability | Will reports and data only available on DGH premises and not through FTP for example? Will pre-reading material be provided prior to visits?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 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.<br><br>Relevant pre-read slide pack may be provided by the Contractor of Project Subset A/B.                                       |
| 9  | 65 | 3   | Data Availability | For all datasets, eg: play maps/geology maps, how will the auditor access this data? And in what form? This is required to have the appropriate software on auditor workstations as per 6.6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | This can be ascertained once the Contractor of Project Subset A/B is known and Project Guidance Document duly finalized.                                                                                                                                                       |
| 10 | 65 | 3   | Data Availability | Roughly how large are the project sub-sets A & B reports expected to be and in what formats?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Read with the Project Scope of Work (Annexure-III, Section-2.7) and since the audit is concurrent with the resource assessment, the volume of the reports can be ascertained once a particular basin project is completely assessed.                                           |
| 11 | 66 | 5   | DELIVERABLES      | Would it be acceptable to provide the end of visit reports as presentation style reports (i.e. not word doc. style)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="#">A comprehensive slide-pack is acceptable.</a>                                                                                                                                                                                                                      |
| 12 | 65 | 3.1 | DATA AVAILABILITY | The seismic areas listed are assumed to cover the uninterpreted and interpreted seismic areas, please confirm? And will these be available for the auditor to have access to and in what form? For example loaded in Petrel?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Seismic will be part of input datasets that are used to create basin projects in Contractor's own software and these data will be accessible for audit.                                                                                                                        |
| 13 | 64 | 2.5 | SCOPE OF WORK     | Audit of PRMS Charts: The PRMS Charts that are created at Basin and Play level as a part of HRAS-2025 will be validated by the auditor. The chart will portray the undiscovered risked resources (Prospective Resources) estimated under HRAS-2025 and will be integrated with the discovered hydrocarbons that support Contingent Resources and Reserves, that will be provided by DGH for the purpose. This exercise will have to be conducted at the end of each Phase and summated at the end of the complete study.<br><br>For 2.5 below, GCea would like to confirm that <b>we will only be auditing the HRAS-2025 Prospective Resources portion of the charts and we will not be in a position to comment on the Contingent Resources and Reserves as they are not part of the HRAS-2025 work which will be available for audit.</b> | <a href="#">Agreed.</a>                                                                                                                                                                                                                                                        |

|    |    |         |                                             |                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|----|---------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | 65 | 2.7/4.2 | Review of Project Guidance/Project Duration | If the auditor does not agree with any parts of the project subsets A&B work, for example methodology or result, do these go back to the contractors that carried-out the work and get resubmitted for auditing and is there additional time and budget allowance to do that? | Read with the Project Scope of Work (Annexure-III, Section-2.7), assessment approach will be predefined and the audit will be concurrent with the assessment . In the event of any audit exception, the same will be discussed with ProjectTeam for necessary follow-up. Audit is expected to be completed within the prescribed timeline. Additional visit will be on merit and subject to approval of Project Technical Committee. |
|----|----|---------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| SI | Page No. | Section No. | Section Name      | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                | DGH Replies/ Clarifications                                                                                                                                                                                                                                                  |
|----|----------|-------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 65       | 2.6         | Scope of Work     | Audit of National Hydrocarbon Atlas (NHA): Each Play in terms of Petroleum systems need to be verified that require validation of each existing Petroleum systems along with accumulation evaluations. So, a comprehensive dataset (existing discovery details and Potential Trap details related to each Play) of each basin needs to be provided to the Auditor during the initial start of the review process. | Read with the Project Scope of Work (Annexure-III, Section-2.6), and since the audit is concurrent with the resource assessment, NHA will be completed at end of each phase integrating the available datasets and the results of assessment. This will be subject to Audit. |
| 2  | 65       | 2.7         | Scope of Work     | Review of Project Guidance Documents: When will it be available to the Vendor? Ideally it should be available a few weeks prior to Phase-I VISIT for the Audit                                                                                                                                                                                                                                                    | Project Guidance Document will be prepared by Contractor of Project Subset A/B in close coordination with Contractor of Project Subset C.                                                                                                                                    |
| 3  | 65       | 3           | Data Availability | Auditor will require the listing of the structured dataset (on basis of which each basin project is created including Basin modelling project) from the Project Subset-A and B during the entire study, preferably prior to each Phase of visit.                                                                                                                                                                  | This can be ascertained once the Contractor of Project Subset A/B is known and Project Guidance Document duly finalized. Relevant pre-read slide pack may be provided by the Contractor of Project Subset A/B.                                                               |