



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)

INVITATION FOR BID

(Indigenous Limited Tender)

Tender No. DGH/MM/NELP-X/DIG.JOB/054/2013/ENQ/104

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Digitization Jobs Related to NELP X Data Package Preparation**, under Two Bid System from the known indigenous prospective service providers whose names are as mentioned under:

1. M/s. Pan India Consultant Pvt Ltd.,
2. M/s. Samit Spectrum Eit Pvt Ltd.,
3. M/s. DC International,
4. M/s. Alpha Geo (India) Ltd.,

However Bid Document may also be issued to those service providers who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should, however, be received (preferably by fax or in person) within **18.10.2013** by the HoD (MM), DGH, OI DB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, India., (Ph No: **0120-2472000**, Fax No: **0120-2472049**) to issue the bid document. Bid document downloaded from DGH Website (www.dghindia.org)/Central public procurement portal (eprocure.gov.in/cppp/) is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

1. The bidder must have technical capability to complete the job and should have at least 5 Geophysicists / Geologists on the company pay roll.
2. The bidder must have carried out scanning and reconstruction with raster of seismic section on 25 lacs traces.
3. The bidder must have carried out scanning & digitization of well logs in LAS format on at least 20 Lac Curve Meter.
4. The bidder must also have experience in other type of required jobs such as conversion of standard SEG Y data in Floating Point Format, digitization of images and retrieving of data and its copying on hard disks.
5. The bidder must have all the necessary Hardware required for completion of the jobs as per the scope of work, e.g A0 size Colour Scanner, A0 size colour plotter, Workstation, tape drive compatible with all series of Exabyte, ,DAT, 3590, 3592, DLT, LTO tapes.
6. The bidder must have licensed copies of all the necessary software.
7. Average annual turnover of Rs. 1.00 Crore (Rupees One Crore only) during the last three financial years.

Documents to be submitted in support of PQC:

- (1) Notary attested copy(s) of Work order(s) and their Completion certificate(s) from clients clearly indicating the completion date and completion cost. Bidder to ensure that all the requisite information as specified in PQC is available in the provided documents.
- (2) A copy each of audited annual report of last three financial years for ascertaining their turnover and a certificate from CA is required confirming for the average turnover is of One Crore or above.

FORWARDING LETTER FOR INVITATION TO BID

To,

Subject: Digitization Jobs Related to NELP-X Data Package Preparation

Dear Sirs,

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

2.0 In connection with its operations, DGH invites Sealed Competitive Bids from competent and experienced Agencies for providing the above services. One complete set of bid document covering DGH's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

BID DOCUMENT NO. DGH/MM/NELP-X/DIG.JOB/054/2013/ENQ/104		
(ii) Type of Bid:	:	National Competitive Bid. Limited Tender under Single Stage-Two Bid System.
(iii) Bid Closing date & Time:		29 th October 2013 at 14-00 hrs.(IST)
(iv) Technical Bid Opening date & time	:	29 th October 2013 at 15-00 hrs.(IST)
(v) Bid Submission Place	:	Bid should be submitted on/or before Bid Closing date & time to:
Directorate General of Hydrocarbons DGH, OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India		
(vi) Bid Opening Place:	:	Office of the HoD (MM) DGH, OIDB Bhawan, Tower A, Plot No.2, Sector-73,

		NOIDA-201301, UP India
(vii) Bid Security Amount:	:	₹ 20,000.00
(viii) Amount of Performance Guarantee	:	7.5 % of the contract value
(xiii) Mobilisation Time:	:	7 days from the date of Letter of Award (LOA)
ix) Duration of the Job	:	Till announcement of NELP-X by the Ministry of Petroleum & Natural Gas. However, each job given will be completed within 7 days of receipt of Data.
(x) Quantum of Liquidated Damage for Default in Timely Mobilization	:	1/2% of contract cost including mobilization charges for delay per week or part thereof subject to maximum of 10%
(xi) Bids to be addressed to	:	HOD (MM) Director General of Hydrocarbons DGH, OI DB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA 201301, UP India

3.0 DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,

HoD (MM)
For Director General of Hydrocarbons

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INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Director General of Hydrocarbons, hereinafter referred to as DGH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. This bid document includes the following:

- (a) Forwarding letter
- (b) Instructions to Bidders, (Annexure-I)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria, (Annexure-II)
- (d) General Conditions of Contract, (Annexure-III)
- (e) Scope of Work/Terms of Reference, (Annexure-IV)
- (f) Special Conditions of Contract, (Annexure-V)
- (g) Schedule of Rates, (Annexure-VI)
- (h) Proforma of Letter of Authority, (Appendix-I)
- (i) Bid Form, (Appendix-II)
- (j) Statement of Compliance with respect to BRC, (Appendix-III)
- (k) Statement of Non-Compliance (Excepting BRC), (Appendix-IV)
- (l) Bid Security Form, (Appendix-V)
- (m) Performance Security Form, (Appendix-VI)
- (n) Agreement Form, (Appendix-VII)
- (o) Proforma for Bio-Data of Key Personnel, (Appendix-VIII)
- (p) Confidentiality & Non- Disclosure Agreement, (Appendix-IX)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 AMENDMENT OF BID DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the DGH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bid Documents by the issuance of an Addendum.

3.2 The Addendum will be hoisted on DGH's website and central public procurement portal. This will be also sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents directly from DGH. However, all bidders particularly those who have not purchased the Bid documents directly from DGH but downloaded the same from DGH website/Central are advised to visit DGH website/Central public procurement portal periodically to update themselves about modifications to the Bid, if any, in order to submit their Bid accordingly.

3.3 DGH may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

5.1 Techno-commercial Bid:

5.1.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause **8.0**.
- (iii) Letter of Authority as per **Appendix I**.
- (iv) Bid Form as per **Appendix II**
- (v) Statement of Compliance with respect to BRC as per **Appendix III**
- (vi) Statement of Non-compliance as per **Appendix IV**
- (vii) Bid Security furnished in accordance with clause **9.0**.
- (viii) Bio data of key personnel as per **Appendix VIII**
- (ix) Confidentiality & non-disclosure agreement as per **Appendix IX**
- (x) Price-Bid Format as per **Annexure-VI**
- (xi) Requisite "Cost of Bid Document" in case of using downloaded Bid documents.
- (xii) Any other document as required as per the Bid Document.

5.2 Price Bid

5.2.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

6.0 BID PRICE:

6.1 Unit prices must be quoted by the bidders, both in words and in figures.

6.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

6.3 All duties and taxes including Corporate Income Taxes and other levies payable by the successful 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 and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

6.4 Service Tax:

6.4.1 The service tax will be paid extra as applicable by DGH.

6.4.2 The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

6.4.3 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 Service Tax as applicable for the taxable services.

6.4.4 The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the Bid. In case the registration certificate for the quoted category of service is not available at the time of submission of Bid, an undertaking should be furnished for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in **Annexure-II**

8.0 BID SECURITY:

8.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **9.8**.

8.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

(a) A Bank Guarantee issued from any Nationalised / scheduled Bank in India, in the prescribed format vide **Appendix-V** only will be accepted. The Bank Guarantee shall be valid for **45 days** beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.

8.3 Any bid not secured in accordance with sub-clause **9.2** above shall be rejected by the DGH as non-responsive.

8.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

8.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

8.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **24.0** below is furnished.

8.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

8.8 The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

- i. To sign the contract within reasonable time & within the period of bid validity, and/or
- ii. To furnish Performance Security.

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain **valid for** 90 days after the date of bid opening prescribed by the DGH.

9.2 In exceptional circumstances, the DGH may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para **10.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The Bidder shall prepare two copies of the bid clearly marking original "ORIGINAL BID" and copy "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

10.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per **Appendix-I**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

10.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

C. SUBMISSION OF BIDS

11.0 SEALING AND MARKING OF BIDS:

11.1 Offers are to be submitted in triple sealed covers. The first inner sealed cover 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 Priced Commercial bid** This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.

11.2 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. DGH shall not be responsible for any postal delay/transit loss.

11.3 Telex / Telefax / e-mail / Xerox / Photocopy bids and bids with Scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.

12.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the DGH at the address and time specified in the "Forwarding Letter".

13.0 LATE BIDS: Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

14.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause **12.0**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

14.3 No bid can be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 BID OPENING AND EVALUATION:

15.1 DGH will open the Bids, including submission made pursuant to clause **14.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

15.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause **14.0** shall not be opened. DGH will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

15.3 At bid opening, DGH will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the DGH may consider appropriate.

15.4 DGH shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause **15.3**.

15.5 To assist in the examination, evaluation and comparison of bids, DGH may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

15.6 Prior to the detailed evaluation, DGH will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent with the bidding documents, DGH's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial

responsive bids. DGH's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

15.7 A Bid determined as not substantially responsive will be rejected by DGH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

15.8 DGH may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

15.9 DGH will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

15.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

16.0 EVALUATION AND COMPARISON OF BIDS: The DGH will evaluate and compare the bids as per **Annexure-II** of the bidding documents.

17.0 CONTACTING THE DGH:

17.1 Except as otherwise provided in Clause **15.0** above, no Bidder shall contact DGH on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by DGH vide sub-clause **15.5**.

17.2 An effort by a Bidder to influence the DGH in the DGH's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

18.0 AWARD CRITERIA:

18.1 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.

19.0 DGH'S RIGHT TO ACCEPT OR REJECT ANY BID: DGH reserves the right to accept or reject any or all bids 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 of the grounds for DGH's action.

20.0 NOTIFICATION OF AWARD:

20.1 Prior to the expiry of the period of bid validity or extended validity, the DGH will notify the successful Bidder(s) in writing by registered letter or by cable or telex or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for award of job.

20.2 The notification of award of job will constitute the formation of the Contract.

20.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause **22.0** the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **8.0** hereinabove.

21.0 SIGNING OF CONTRACT:

21.1 At the same time as the DGH notifies the successful Bidder that its Bid has been accepted, the DGH will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

21.2 Within **21** days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

22.0 PERFORMANCE SECURITY:

22.1 Within **21** days of receipt of notification of award of Job from the DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by DGH to Contractor awarding the contract) as per **Appendix-VI** and must be in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

22.2 The performance security specified above must be valid for 3(three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations. 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.

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

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

22.5 Failure of the successful Bidder to comply with the requirements of clause **22.0** or **23.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event DGH may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

I BID REJECTION CRITERIA (BRC):

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

(A) TECHNICAL: The bidder must meet the following criteria:-

1.0 EXPERIENCE :

1. The bidder must have technical capability to complete the job and should have at least 5 Geophysicists / Geologists on the company pay roll.
2. The bidder must have carried out scanning and reconstruction with raster of seismic section on 25 lacs traces.
3. The bidder must have carried out scanning & digitization of well logs in LAS format on at least 20 Lac Curve Meter.
4. The bidder must also have experience in other type of required jobs such as conversion of standard SEG Y data in Floating Point Format, digitization of images and retrieving of data and its copying on hard disks.
5. The bidder must have all the necessary Hardware required for completion of the jobs as per the scope of work, e.g A0 size Colour Scanner, A0 size colour plotter, Workstation, tape drive compatible with all series of Exabyte, ,DAT, 3590, 3592, DLT, LTO tapes.
6. The bidder must have licensed copies of all the necessary software.
7. Average annual turnover of Rs. 1.00 Crore (Rupees One Crore only) during the last three financial years.

1.1. In case, the bidder is a joint venture company, the joint venture company or its technical collaboration partners should meet the criteria laid down at Para **1.0** above.

1.2. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past are to be submitted along with the bid, in support of experience laid down at Para **1.0** above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the bid.

1.3. In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of consortium should satisfy the minimum experience requirement as per Para **1.0**.
- (b) The Leader of consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the bid.

- (c) A Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to DGH for any and all obligations and responsibilities arising out of this contract.
- (d) MOU/Agreement concluded by the bidder with technical collaboration/joint venture partner (in case of joint venture/consortium Bids), should also be addressed to DGH, clearly stating that the MOU/Agreement is applicable to this Bid Document and shall be binding on them for the contract period. Notwithstanding the responsibility of completion of job under this contract will be that of the main bidder.
2. Average annual financial turnover of minimum Rs. 1.00 Crore during the last 3 years ending on **31st March 2013**. **DOCUMENTS:** Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under :
- (a) Bidder must submit in the bid, documentary proof of their experience as referred above in form of Notary attested copy(s) of Work order(s) and their Completion certificate(s) from clients clearly indicating the completion date and completion cost. Bidder to ensure that all the requisite information as specified in PQC is available in the provided documents.
- (b) The bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and a certificate from CA is required confirming for the average turnover of One Crore or above.

(B) COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under single stage two bid system. The Bid shall comprise all the components as per **Clause 5.0 of Annexure- I**, failing which the bid will be liable for rejection.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bid document downloaded from DGH website/Central Public Procurement Portal is only for immediate and general information and will not be directly accepted from any other bidders whose name has not been mentioned in Invitation for Bid. Bid document has to be got issued from the office within the requisite period by other bidders on the basis of submission of requisite document as laid in PQC and NIT(Invitation to Bid.) Unsolicited bids will be summarily rejected.
- 4.0 Bid security shall be furnished as a part of the bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.
- 5.0 Bids received after bid closing date and time will be rejected.
- 6.0 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- 7.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.

8.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

9.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

10.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

11.0 Any bid containing false statement will be rejected.

12.0 Bidders must quote clearly and strictly in accordance with the **"Schedule of Rates"** of bidding document, otherwise the bid will be summarily rejected.

13.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which Bid will be rejected –

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause
- (ix) Confidentiality Clause

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to load or reject the Bid on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by DGH. The loading so done by the DGH will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the bid the DGH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the DGH, failing which the Bid will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC)

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

2.0 Evaluation of the bid will be made on the Total Cost Basis.

3.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

4.0 The bidders must quote their charges / rates in the manner as called for vide “Schedule of Rates” under **Annexure-VI**

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

- The Contract, the following terms shall be interpreted as indicated:
 - (a) The “Contract” means the agreement entered into between DGH and the Contractor, as recorded in the Contract Form signed by the parties, includes all attachments, appendices thereto as also all documents incorporated by reference therein;
 - (b) The “Contract Price” means the price payable to contractor under the contract in consideration for the full and proper performance of its contractual obligations.
 - (c) The “Work” means each and every activity required to be carried out for the successful performance of the service described in the Scope of work at Annexure-IV
 - (d) “DGH” means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
 - (e) “Contractor” means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.
 - (f) “Contractor’s personnel” mean the personnel to be provided by the contractor to provide services in terms of this contract.
 - (g) “DGH Personnel” mean the personnel to be provided by the DGH.

2. EFFECTIVE DATE AND DURATION OF CONTRACT

- a. The effective date of the contract will be mentioned in the Letter of Award.
- b. The total duration of the Contract is 3 Years from date of LOA. The terms and conditions shall continue until the completion of the work.

3. SCOPE OF WORK

- a. The scope of work is detailed at Annexure-IV attached herein.

4. LIABILITY

- a. Except as otherwise expressly provided, neither the DGH nor its servants, agents, nominees, contractors or sub-contractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for any loss or damage caused to the equipment and / or loss or damage to the property of contractor and / or its contractors or sub-contractors, irrespective of how such loss is caused. The contractor shall protect, defend indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting there from.

- b. Neither the DGH nor its servants, agents, nominees, assignees, contractors and sub-contractors, shall have any liability or responsibility what-so-ever for injury, illness, or death of any employee of contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

5. SECRECY OF CONTRACT DOCUMENT

- a. The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- b. Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.

6. PERFORMANCE BANK GUARANTEE

- a. Within 15 days of the date of issue of LOA, the contractor shall furnish a Performance Bond to DGH in the form of a bank guarantee drawn on bank/branch in India for 7.5% of Annualized Contract value as per the format provided in Annexure-VIII. The proceeds of the Performance Bank Bond shall be payable to DGH as compensation for Contractor's failure to perform and complete its obligations under the contract.
- b. In the event the contractor fails to honor any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the DGH, DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank.
- c. DGH has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of DGH.
- d. The Performance Bank Guarantee shall be valid till the completion of 60 days after the initial duration of the contract with the provision for extension by an additional month in order to enable the DGH to make claims if any.
- e. The Performance Bond will be duly discharged by DGH after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the DGH and/or person/agency appointed by it for the said purpose.

7. FORCE MAJEURE

7.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

7.2 The term “force majeure“ as used herein shall mean ‘Acts of God’ including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the Seller’s undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

8. TERMINATION

a. Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

b. Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of Force Majeure under clause 7 hereinabove.

c. Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a notice in writing have the right to terminate the contract and all the contractor’s right and privileges hereunder, shall stand terminated forthwith.

d. Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

e. Termination due to change of Ownership & Assignment:

In case the contractor’s rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or

assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

f. Termination due to delay:

Beside others, DGH can terminate the contract under following conditions:

- Delay beyond two months in completion of contractual work beyond the scheduled completion date

g. Consequences of Termination:

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

- h.** If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.
- i.** Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.
- j.** Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 8(a) to 8(f) and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and other charges including demobilization charges if provided for in the contract as per the contract up to termination.
- k.** In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.
- l.** When the contractor has made himself liable for action, under any of the aforesaid events, the DGH shall issue and serve a notice to the contractor to the effect of termination of the contract, which shall be final and conclusive evidence of the termination of the contract.
- m.** Upon such termination of the contract, the DGH reserves the exclusive right to entrust the balance work for the remaining period of the contract to any other agency, which is found suitable for the satisfactory extension of the work. In

such event, the contractor shall be liable to compensate the DGH for all the losses / damages, if any incurred.

- n. Notwithstanding anything contained elsewhere, DGH will have the right to terminate the contract without assigning any reason whatsoever, by giving 30 days prior written notice to the contractor. The contractor shall not be entitled for any compensation or payment whatsoever nature on account of such termination.

9. INDEMNIFICATION

- a. The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.
- b. DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

10. ARBITRATION

In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

11. APPLICABLE LAWS

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

12. TAXES AND LEVIES

- a. Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- b. The quoted price shall include all the taxes (excluding Service Tax which will be paid extra as applicable), and Income Tax, levies, duties etc. shall be borne by the Contractor.

- c. Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

13. CONFIDENTIALITY OF INFORMATION

All data obtained by Contractor from DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

14. HOLIDAY

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, the same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

15. NOTICES

Any notice given by one party to other pursuant to the contract shall be sent by speed post, registered post, fax, e-mail or courier and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

**Directorate General of Hydrocarbons (DGH),
OIDB Bhavan, Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.**

Contractor's Address

.....
.....

TERMS OF REFERENCE / SCOPE OF WORK

- 1) Scanning and reconstruction with raster of seismic section after necessary editing of the raster images wherever, interpretation mark or other artifacts like fold impression etc are found and generation of output in standard SEG-Y files on Exabyte tapes & Hard Disk.
- 2) Scanning and digitization of well logs in LAS Format and generation of output on Exabyte tapes & Hard Disk
- 3) Conversion of SEG-Y data generated from CharismaTM software to 32 bit Floating Point format after editing/removing/trimming the noisy traces and trace balancing etc. Proper editing is required on Trace and EBCDIC Headers as and when required. Output to be provided on Exabyte tapes and Hard Disk (proper QC mandatory). Shot Point-CDP relationship with two way time and sample interval and other details are to be provided in MS Excel sheets.
- 4) Digitization of seismic base map from paper maps/images and generation of output in UKOOA format. Integration of seismic line co-ordinates is required with seismic data on trace header.
- 5) Data copying jobs- Seismic or any other data which is available on any series of tapes of 3590/3592/LTO/DLT are required to be copied on Hard Disk.

SPECIAL CONDITIONS OF CONTRACT

0.0 **Definitions:** Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires.

1.0 **Mobilization:** The mobilization of services shall commence within a week from the date of the Letter of Award awarding the Contract and continue until the collection of initial set of data for digitization by the authorized representative of the contractor from DGH. Please note that the data will, under no circumstances, be sent to the contractor by courier or in any other mode by DGH. The data is to be received by the contractor in person from DGH by authorized representative by presenting necessary authority letter in original issued by the bidder.

2.0 **Period for Job Completion:** During the currency of the contract, DGH will provide data sets to the contractor for digitization and other related work, as per DGH's requirement. Contractor is required to complete the job within 7 days of receipt of each data set.

3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND/OR COMPLETION OF JOB:

Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of the work /job within the stipulated period and / or the contractor's default in timely completion of the job within the stipulated period, then the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and / or scheduled Job completion period.

4.0 All Jobs has to be carried out in and around NCR Region or Delhi only.

5.0 DGH will ensure availability of sustained data input for digitization job. Weekly review will be done to monitor work progress as well as for the data availability.

6.0 DGH personnel will be associated for quality control and for any clarification required during the execution of the job. Retrievability of data from paper sections and quality of reconstructions of seismic/log traces will be monitored by the representative of DGH. The quality of the output shall be of Industry standard and the decision of DGH in this regard shall be final.

7.0 The Contractor shall receive the input data from the DGH's representative at DGH, Noida office and return the desired output to him periodically/upon completion of the work. A memorandum of data exchange must be made between DGH's representative and the Contractor, each time data are exchange.

8.0 For seismic digitization, input sections may have 80/60/40/20 traces/km. Quantum for each category is not clearly known at this moment. Bidders should quote per trace digitization cost assuming average of about 55/60 traces/km. Trace length will be mostly 5 sec in selected cases; it may vary from 6 to 10 sec.

9.0 SEG-Y headers are to be created/updated as per standard requirement of data loading in workstations. Acquisition and processing parameters are to be inserted/updated in the EBCDIC header.

10.0 All seismic digitization output will be in 4m sec.

11.0 DGH reserves the right to award job in full or part. DGH also reserves the right to reject any bid without assigning any reason.

12.0 Job has to commence at the earliest but not later than 3 weeks from the placement of LOI/Supply order. Bidder has to furnish a written commitment that job can be started within 3 weeks.

13.0 The contractor shall provide a suitable sitting accommodation for the representative of DGH who will be associated for quality control and monitoring of the progress of jobs.

14.0 The Contractor (or his sub Contractor, if any) shall during the tenure of the contract and at any time thereafter shall maintain in the strictest confidence all geological, geophysical and seismological information relating to the work and shall not, unless so authorized by DGH divulge or grant access to any information about the work and its results and shall prevent anyone from becoming acquainted with them, either through Contractor, their personnel or their agents. **The Contractor has to submit an undertaking in this regard.**

15.0 All basic data such as tapes, films, maps etc supplied to the Contractor shall returned in original to DGH at the completion of the contracted work.

16.0 The Contractor shall take full responsibility for the protection, security and confidentiality of records, tapes, and cartridges pertaining to data. Contractor shall be fully responsible for safe keeping of data in air-conditioned and dust free environment.

17.0 If performance of the Contractor is unsatisfactory or not up to the expected standard, DGH shall notify the Contractor and specify in details the causes of dissatisfactions. DGH then shall have the option to terminate the awarded work by giving 10 days notice provided that the Contractor fails to rectify the defects within that period.

18.0 If any data configuration is different then mentioned under various categories, then the rate of the nearest configuration will be considered.

&&&&&

SCHEDULE OF RATESPRICE FORMAT

S l. N o	Job Description	Unit	Volume	Rate/Un it (Rs.)	Amount (Rs.)
1.	Scanning and reconstruction with raster of seismic section after necessary editing of the raster images wherever, there is interpretation mark or other artifacts like fold impression etc and generation of output in standard SEG Y files on DVD/Exabyte tapes & Hard Disk.	Traces	5,00,000		
2	Scanning and digitization of well logs in Las Format and generation of output on Exabyte tapes & DVD/Hard Disk	Curve Meter	3,00,000		
3	Conversion of Segy data generated from Charisma TM software to 32 bit Floating Point format after editing/removing/trimming the noisy traces. Proper editing is required on Trace and EBCDIC Headers as and when required. Output to be provided on Exabyte tapes and Hard Disk (proper QC mandatory). Shot Point-CDP relationship with two way time details are to be provided in MS Excel sheets.	Block	50		
4	Digitization of seismic base map from paper maps/images and generation of the output in UKOOA format. Integration of seismic line co-	Per Line	1000		

	ordinates with seismic data on trace header.				
5.	Coping of seismic or other data from all series of tape 3590 to Hard Disk	Per tape	20		
6.	Coping of seismic or other data from all series of tape 3592 to Hard Disk	Per Tape	10		
7.	Coping of seismic or other data from all series of DLT tape to Hard Disk	Per Tape	5		
8.	Coping of seismic or other data from all series of LTO tape to Hard Disk	Per Tape	5		
	Taxes & Duties (Please Specify)				
	TOTAL				

NOTE:

- 1 Cost of Output media is included in the item rates / prices.
- 2 Bidder to bid for all the items failing which the bid will be liable for rejection.
- 3 Evaluation of bids will be made on the basis of total price.
- 4 The prices are inclusive of all taxes, levies, duties etc.
- 5 Quantities shown above are tentative and may vary. Payment to successful bidder will be made on actual basis only.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA LETTER OF AUTHORITY

To,

M/s. Directorate General of Hydrocarbons,
OIDB Bhawan, Tower-A, Plot No.2, Sector- 73,
Noida- 201 301, UP, India.

Sir,

Sub: Bid Document No. DGH/MM/NELP-X/DIG. JOB/054/2013-14/ENQ/104

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Document No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

BID FORM

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

Sub: DGH/MM/NELP-X/DIG. JOB/054/2013-14/ENQ/104

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2013.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

Sub: Bid document No.

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NONCOMPLIANCE	REMARKS

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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, UP, India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, NOIDA, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OIBD Bhawan, Tower-A, Plot No.2, Sector- 73,Noida- 201 301, UP, India., India (hereinafter called 'DGH' which expression shall unless repugnant to the context or meaning thereof 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 shall unless repugnant to the context or meaning thereof 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/US Dollars (in figures)_____ (Indian Rupees / US Dollars (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 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) guarantee and undertake to pay immediately on first demand by DGH, the amount of Indian Rs. / US\$ (in figures) _____ (Indian Rupees/ US Dollars (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 agrees 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 tenders have been invited.

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./US\$ (in figures) _____ (Indian Rupees/US Dollars (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)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
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)

Note:

This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Directorate General of Hydrocarbons, OIDB Bhawan, Tower-A, Plot No.2, Sector-73, Noida- 201 301, UP, India., only

(ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the Bid.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given Indian Rupees/US\$ have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees/US\$, these terms may be deleted and replaced by relevant currency.
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 45 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The Bank Guarantee by bidder will be given from Nationalized/ Scheduled Banks only. The Foreign bidder will give Bank Guarantee from an Indian Bank situated in their city.

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, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, India., 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/US\$ for the faithful performance of the entire CONTRACT.

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./US\$ (in figures) _____ (Indian Rupees/US Dollars (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.

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.
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.
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.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
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 purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (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 of20__ at

WITNESS NO. 1

(Signature)
Full name and official
legible letters)
Bank stamp

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The Bank Guarantee Contractor will be given from Nationalized/ Scheduled Banks only.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OADB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, India. in the State of Uttar Pradesh, hereinafter called the "DGH" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS DGH desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as DGH may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for DGH as per **Annexure-IV** attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. _____ dated _____ based on Bid No. _____ dated _____ submitted by the Contractor against DGH's Bid document# DGH/MM All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in DGH's bid document and subsequent letters including the Letter of Intent and Contractor's Bid and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Annexure –III Indicating the General Conditions of this Contract;
 - (b) Annexure- IV Indicating the Terms of Reference;
 - (c) Annexure -V Indicating the Special Terms & Condition;
 - (d) Annexure- VI Indicating the Schedule of Rates.

3. In consideration of the payments to be made by DGH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. DGH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Directorate General of Hydrocarbons (DGH)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX
PASSPORT SIZE
PHOTOGRAPH

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

Sl.No	Period		Name of the Company	Assignments handled
	From	To		

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidential and non-disclosure agreement is executed on _____ day of _____ (hereinafter referred to as _____) having its registered office at _____, which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representative.

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its office at OI DB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, DGH and _____ have entered into a contract for _____.
WHEREAS _____ will have access to certain proprietary and confidential information, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “confidential Information” means all plans, drawings, tracings of drawings, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, well data, geological or geophysical data, lease information and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.
2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.
3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;
 - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
 - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
- Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of the _____ day of _____

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____

DIRECTORATE GENERAL OF HYDROCARBONS

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____