



DIRECTORATE GENERAL OF HYDROCARBONS

(Under Ministry of Petroleum & Natural Gas, Govt. of India)

Plot No. 2, OIDB Bhawan, Sector 73, Noida -201 301 (UP)

INVITATION FOR BID (IFB)- INTERNATIONAL COMPETITIVE BIDDING (ICB) – OPEN

Directorate General of Hydrocarbons (DGH) invites International Competitive Bidding (ICB) under Two Bid System from experienced Contractors for the following Services:

Tender No	Description of Item	Tender Fee	Sale/Downloading Period	Bid Closing Date
DGH/MM/NELP-X/ EVENT MANAGE- MENT/052/ 2013/ENQ-117	Event Management Services to Promote the Exploration Acreage under Tenth offer of New Exploration Licensing Policy (NELP-X)	Rs. 31,000/- or US\$ 500/-	24.12.2013 to 14.01.2014	15.01.2014

Prospective bidders should download the Complete Tender Documents from DGH's website www.dghindia.org. (under the link "Tender") and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>, within the end date for download. In the event of difficulty faced during downloading of tender document, the tender can be purchased by the interested parties from the office of HOD (MM) DGH (Email: mm@dghindia.org), on submission of a written application along with Cost of the Bid Document in the form of Demand Draft / Banker's Cheque in favour of "Directorate General of Hydrocarbons" and payable at New Delhi. For Pre Bid conference details please refer tender document.

Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of Supply /Service etc. in particular before submission of the Bid.

HOD (MM)

For Directorate General of Hydrocarbons

Size: 8x8cm



हाईड्रोकार्बन्स महानिदेशालय

(पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय, भारत सरकार के अंतर्गत)

प्लॉट नं. 2, ओआईडीबी भवन, सेक्टर 73, नोएडा-201301 (यूपी.)

निविदा आमंत्रण सूचना (आईएफबी) - अंतर्राष्ट्रीय प्रतिस्पर्धी निविदा (आईसीबी) - खुली

हाईड्रोकार्बन्स महानिदेशालय (डीजीएच) निम्न सेवाओं हेतु अनुभवी ठेकेदारों से दो निविदा पद्धति में अंतर्राष्ट्रीय प्रतिस्पर्धी निविदाएँ (आईसीबी) आमंत्रित करता है :

निविदा सं.	सामान/मद का विवरण	निविदा शुल्क	बिक्री/डाउनलोड करने की अवधि	निविदा बंद होने की तिथि
DGH/MM/NELP-X/ EVENT MANAGE- MENT/052/ 2013/ENQ-117	Event Management Services to Promote the Exploration Acreage under Tenth offer of New Exploration Licensing Policy (NELP-X)	रु. 31,000/- या अमेरिकी \$ 500/-	24.12.2013 से 14.01.2014	15.01.2014

इच्छुक निविदाकर्ता डीजीएच की वेबसाइट www.dghindia.org. (लिंक "Tender" के तहत) और भारत सरकार के सार्वजनिक खरीद पोर्टल <http://eprocure.gov.in/cppp/> से संपूर्ण निविदा दस्तावेज़ डाउनलोड करने की अंतिम तिथि तक निविदा दस्तावेज़ डाउनलोड कर सकते हैं। डाउनलोड करने में कठिनाई हो तो इच्छुक पार्टियाँ निविदा दस्तावेज़ एचओडी (एमएम) डीजीएच (ईमेल : mm@dghindia.org) कार्यालय से खरीद सकती हैं। इसके लिए निविदाकर्ताओं को लिखित आवेदन के साथ निविदा दस्तावेज़ मूल्य का डिमांड ड्राफ्ट/बैंकर्स चेक भी जमा करना होगा जो "Directorate General of Hydrocarbons" के नाम नई दिल्ली में देय हो। निविदा-पूर्व बैठक के विवरण हेतु कृपया निविदा दस्तावेज़ पढ़ें।

यदि निविदा दस्तावेज़ का कोई एडेंडम/शुद्धिपत्र हुआ तो उल्लिखित वेबसाइट पर ही प्रकाशित किया जाएगा। इसलिए निविदाकर्ता निविदा जमा करने की अंतिम तिथि तक नियमित रूप से उल्लिखित वेबसाइट देखते रहें।

निविदाकर्ताओं से आग्रह है कि संपूर्ण निविदा दस्तावेज़ पढ़ लें और निविदा जमा करने से पहले विशेष कर निविदा अस्वीकृति के मानक के तहत योग्यता के मानक, आपूर्ति/सेवा की सीमा आदि देख लें।

एचओडी (एमएम)

हाईड्रोकार्बन्स महानिदेशालय के लिए

Size: 8x8cm



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)
Plot No. 2, OIDB Bhawan, Sector 73, Noida -201 301 U.P.

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Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of Supply /Service etc. in particular before submission of the Bid.

HoD (MM)
For Directorate General of Hydrocarbons

DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Tower-A, Plot No.2, Sector- 73,
Noida- 201 301, Uttar Pradesh, India

MATERIALS MANAGEMENT
(Tel: (91) 0120-2472020
Fax No: 0120-2472049
E-mail: mm@dghindia.org
Website: www.dghindia.org

FORWARDING LETTER

M/s. _____

**Cost of Bid Document: Rs. 31,000.00
or US\$ 500.00**

Serial No. :

Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ- 117

Subject: Event Management Services to Promote the Exploration Acreage under Tenth offer of New Exploration Licensing Policy (NELP-X).

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 International Competitive Bids (ICB) 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:

(i) Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

- (ii) Type of Bid: : International
Competitive Bid –under
Single Stage-Two Bid
- (iii) Bid Closing date & Time : 15th January 2014 at
14-00hrs.(IST)
- (iv) Techno-Commercial : 15th January 2014 at
Bid Opening date & time 1500 hrs.(IST)
- (v) Price Bid Opening Date & time : Will be intimated to the eligible bidder
(s) nearer the time

- (vi) **Date of Pre-Bid Conference** : 06.01.2014 at 1400hrs
- (vii) **Venue of Pre-Bid Conference** : DGH, OIDB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India
- (viii) Bid validity Period: : 165 days from the date of bid opening
- (ix) Bid Submission Place : Bid should be submitted on/or before Bid Closing date & time to:
- HOD (MM)
Directorate General of Hydrocarbons (DGH),
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.
- (x) Bid Opening Place: : Office of the HoD (MM)
DGH, OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India
- (xi) Bid Security Amount: : ₹ 7,20,000.00 or US\$ 11,615
- (xii) Amount of Performance Guarantee : 10 % of the contract value
- (xiii) Mobilisation Time: : As per Scope of Work
- (xiv) Duration of the Job : Till the Bid Closing Date of NELP- X
- (xv) Quantum of Liquidated Damage for Delay in Job execution : 1/2% of contract cost including mobilization charges for delay per week or part thereof subject to maximum of 10%
- (xvi) Bids to be addressed to : HOD (MM)
Director General of Hydrocarbons
DGH, OIDB 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 DG, Director General of Hydrocarbons

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PART - 1

INSTRUCTIONS TO BIDDERS

1.0 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 bid irrespective of the outcome of the bidding process and also in case where the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

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, (Part-1)
- (c) Bid Rejection Criteria & Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Scope of Work/Terms of Reference, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Proforma of Letter of Authority, (Proforma-A)
- (i) Bid Form, (Proforma-B)
- (j) Statement of Compliance with respect to BRC, (Proforma-C)
- (k) Statement of Non-Compliance (Excepting BRC), (Proforma-D)
- (l) Proforma for declaration of Permanent establishment in India. (Proforma-E)
- (m) Bid Security Form, (Proforma-F)
- (n) Form of Performance Bank Guarantee, (Proforma-G)
- (o) Agreement Form, (Proforma-H)
- (p) Proforma for Bio-Data of Key Personnel, Annexure –I
- (q) Confidentiality & Non- Disclosure Agreement, (Annexure-II)
- (r) Check list, (Annexure-III)

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 or as a sequel to Pre-bid conference, if held, modify the Bid Documents by the issuance of an Addendum.

- 3.2 The Addendum will be hoisted on DGH's website and also will be 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 are advised to visit DGH website periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.
- 3.3 DGH may, at its sole discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time 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 a true certified English translated version, which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise of the following components:

(A) TECHNO- COMMERCIAL BID (Un-Priced)

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause **9.0**.
- (iii) Bid Security furnished in accordance with clause **10.0**.
- (iv) Letter of Authority as per **Pro forma A**.
- (v) Statement of Compliance with respect to BRC as per **Proforma- C**
- (vi) Statement of Non-compliance as per **Proforma- D**
- (vii) Declaration of Permanent Establishment (Applicable to foreign bidders only) as per **Pro forma E**
- (viii) Bio data of key personnel as per **Annexure - I**
- (ix) Confidentiality & non-disclosure agreement as per **Annexure-II**
- (x) Copy of Price Bid (**Section IV**) without indicating prices
- (xi) Requisite "Cost of Bid Document" in case of using downloaded Bid documents.
- (xii) Any other document required as per the Bid Document.

(B) PRICE BID

- (i) Bid Form as per **Proforma-B**.
- (ii) Price-Bid Format as per **Section IV**

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 BID PRICE:

- 7.1 Unit prices must be quoted by the bidders, both in words and in figures.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes (except Service Tax in case of bidders from outside India not having a permanent establishment in India) 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.

7.4 SERVICE TAX:

- 7.4.1 The Bidder will have to bear all Service tax liability, as applicable except in case of services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules (amended from time to time)
- 7.4.2 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.
- 7.4.3 In the contracts involving multiple services or involving supply of certain goods / materials alongwith 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.
- 7.4.4 In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. DGH will not entertain any future claim in respect of Service Tax against such offers.
- 7.4.5 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 the 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.
- 7.4.6 The service provider (other than the Service providers from outside India, who do not have any fixed establishment or permanent address in India) should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith 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 service tax registration certificate alongwith the first invoice under the contract.

- 7.4.7 Import of Services: As per Service Tax rules, for Services received by DGH in Indian Territory from a Service provider from outside India, who does not have any fixed establishment or permanent address in India, the liability to pay Service Tax lies with DGH. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address in India. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted / Contract value for evaluation.

8.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 The Bidders may bid in US Dollar or in Indian Rupee. For Indian bidders, payment will be made in equivalent Indian Rupees only. However, the payment towards sales tax, if applicable (on the ultimate finished product) will be made by DGH in Indian Rupees as per actual. For this purpose the amount of Sales tax paid as per the invoice signed by the officer duly authorized for the purpose will be taken into account.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in **Part - 2**.

10.0 BID SECURITY:

- 10.1 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 **10.8**.
- 10.2 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 in the prescribed format vide **Proforma-F** or in another form acceptable to the DGH : Bank Guarantee issued from any of the following Banks only will be accepted :
 - i) Any Nationalised / scheduled Bank in India
 - or
 - ii) Any Indian branch of a Foreign Bank
 - or
 - iii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee shall be valid for 45 days beyond the validity of the bids asked for in the Bid Documents.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- (b) A Banker's cheque or Demand Draft drawn in favour of 'Directorate General of Hydrocarbons' valid for at least **90** days from the date of issue and payable at New Delhi.
- 10.3 Any bid not secured in accordance with sub-clause **10.2** above shall be rejected as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 10.6 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 **28.0** below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 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 as per clause no. 28.0 below.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain **valid for 165** days after the date of bid opening prescribed by the DGH.
- 11.2 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.

12.0 FORMAT AND SIGNING OF BID:

- 12.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall prevail.
- 12.2 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 authorized to bind the Bidder to the contract. The letter of authorization (as per **Proforma-A**) 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.
- 12.3 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

13.0 SEALING AND MARKING OF BIDS:

- 13.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. **Techno-Commercial bid and Price Bid** each in quadruplicate (one Original and 3 copies).
- 13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 13.3 The cover containing the Techno-Commercial Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.1 Techno-Commercial bid
 - (ii) Bid Document No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.4 The cover containing the Price Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No. 2 Price bid
 - (ii) Bid Document No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.5 The above mentioned two separate covers containing Techno-Commercial and the Price bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Bid Document No. _____.
 - (ii) Bid closing date _____.
 - (iii) Bidder's name _____.
- 13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/

catalogues of the equipment offered. **The Bid Security mentioned in clause 10.0 should be enclosed with the Techno-Commercial Bid. The price Schedule should not be put in the envelope containing the Techno-Commercial Bid.**

- 13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-C & D**. This should be enclosed with the Techno-Commercial bid.
- 13.8 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.
- 13.9 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.
- 14.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their bid whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.
- 15.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the DGH at the address and time specified in the "Forwarding Letter".
- 16.0 LATE BIDS:** Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.
- 17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause **13.0**. 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.
- 17.3 No bid can be modified subsequent to the deadline for submission of bids.
- 17.4 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.

18.0 BID OPENING AND EVALUATION:

- 18.1 DGH will open the Bids, including submission made pursuant to clause **17.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization 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.
- 18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause **17.0** 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.
- 18.3 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.
- 18.4 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 **18.3**.
- 18.5 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.
- 18.6 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. DGH decision in this regard shall be final and binding.
- 18.7 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.
- 18.8 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.

19.0 OPENING OF PRICE BIDS:

- 19.1 DGH will open the Price Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 19.2 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.
- 19.3 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 there is a discrepancy between words, and figures, the amount in words will prevail.

20.0 CONVERSION TO SINGLE CURRENCY: While evaluating bids, the BC selling rate on the day prior to price bid opening will be taken into account for conversion of US \$ into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the B.C. Selling rate on the date prior to the date of final decision will be adopted for conversion and evaluation.

21.0 EVALUATION AND COMPARISON OF BIDS: The DGH will evaluate and compare the bids as per **Part-2** of the bidding documents.

22.1 EXCHANGE RATE RISK: Since Indian bidders are permitted to quote in US \$ and are made payments in Indian Rupees, DGH will not be compensating for any exchange rate fluctuations in respect of the services. Payments will be made at TT buying rate prevailing at the time of release of payment.

22.2 REPATRIATION OF RUPEE COST: In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the DGH in the contract.

23 CONTACTING THE DGH:

23.1 Except as otherwise provided in Clause **18.0** 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 **18.5**.

23.2 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

24 AWARD CRITERIA:

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

25 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 assigning any reason and 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.

26 NOTIFICATION OF AWARD:

26.1 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 e-mail or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for empanelment / award of job as the case may be.

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

26.3 Upon the successful Bidder's (for award of job under Part B of the Bid Document) furnishing of Performance Security pursuant to clause **28.0** the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause **10** hereinabove.

27 SIGNING OF CONTRACT:

27.1 At the same time as the DGH notifies the successful Bidder for Part B of the Bid Document 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.

27.2 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.

28 PERFORMANCE SECURITY:

28.1 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) strictly as per **Proforma-G** and must be in the form of Bank Guarantee(BG) from any of the following Banks :

- i) Any Nationalised / Scheduled Bank in India
OR
- ii) Any Indian branch of a Foreign Bank
OR

- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 28.2** 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 indicated in clause **6.0** of **Section-I** hereof. 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.
- 28.3** 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.
- 28.4** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5** Failure of the successful Bidder to comply with the requirements of clause **27.0** or **28.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, DGH may call for new bid or make alternate arrangement as the case may be.

END OF PART - 1

PART - 2

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. Bidder is required to quote for all locations mentioned in Section IV.

- i)** Bidder shall submit evidence of legal existence of the company / consortium.
- ii)** Bidders downloading the bid document from the website should ensure to submit “Cost of Bid Documents” along with the Techno-Commercial Bid in the form of a Bank Draft / Cashier’s Cheque / Banker’s Cheque. Bids using such downloaded bid documents without proper “Cost of Bid Documents” will be summarily rejected
- iii)** Bids shall be submitted under single stage two bid system, i.e. Techno-Commercial bid and Price bid separately. Bids shall be rejected outright if the Techno-Commercial bids contain the prices. The Techno-Commercial bid and Price Bid shall comprise all the components as per **Clause 5.0 of Part I**, failing which the bid will be liable for rejection.
- iv)** Bids received after bid closing date and time will be rejected.
- v)** Any bid received in the form of 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.
- vi)** Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid may be liable for rejection.
- vii)** 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.
- viii)** Any bid containing false statement will be rejected.
- ix)** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer 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) Conflict of Interest Clause
- (x) Language of Bid

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

1.0 EXPERIENCE :

- (i) The bidder must have organized at least two similar events in oil & gas sector as described in Section-II under Scope of Work in the last 5 years. The two events should be in two different countries among USA, Australia, UK, Canada, Russia and Singapore.

In case, a bidder does not meet the Bidder Qualification Criteria himself, he shall be considered qualified provided he is a subsidiary or parent of a company which meets the Bidder Qualification Criteria or he is a subsidiary of a company whose another subsidiary meets the Bidder Qualification Criteria.

For the purpose of definition of subsidiary, if a company A is a subsidiary of company B which is, in turn, a subsidiary of company C then company A will be considered to be a subsidiary of company B as well as C.

A company shall be considered as subsidiary of its parent if any one of the following criteria are being met:

- a) The parent company controls the composition of the board of directors of the subsidiary
- or
- b) Controls more than half of the voting right of the subsidiary
- or
- c) Owns more than half of the paid-up equity of the subsidiary

Documentary evidence for the above is required to be submitted.

- (ii) The Bidder must agree to carry out the task as specified under at **Sl. No. 2** and Responsibility of Contractor at **Sl. No. 3.** of Scope of Work (Section-II).

- 1.1 Details of experience and past performance of the bidder on works/ jobs done of similar nature in the past are to be submitted along with the Techno-Commercial bid, in support of experience laid down at Para **1.1** 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 Techno-Commercial bid.

- 1.2 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 Techno-Commercial 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 offers), 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 (leader of the consortium).

2.0 Average annual financial turnover of minimum **US\$ 162,000.00** (equivalent to **Rs. 1.00 Crores**) during the last 3 years ending on **the last day of the last financial year**. The bidder should have sufficient financial resources to be able to make advance payment for booking of hotel, transportation, etc, at the event venues as desired by DGH. Bidder should agree to the terms of payment given at **Sl. No. 2 of the section – III**.

3.0 DOCUMENTS: Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under :

- (a) Organization Profile and set-up with resume of personnel proposed to be engaged for the jobs.
- (b) A certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc.
- (c) Documentary proof in respect of **A (1.0)** above in the form of copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. The bidder must also submit documentary evidence of having worldwide contacts with Oil and Gas companies.
- (d) The bidder should have understanding of international E&P investment climate. A Write up on the same to be submitted.

B. PRICE BID

- 1.0** 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.
- 2.0** Bid security shall be furnished as a part of the Techno-Commercial 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.
- 3.0** 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.
- 4.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 5.0** Bidders must quote clearly and strictly in accordance with the **"Schedule of Rates"** of bidding document, otherwise the bid will be summarily rejected.
- 6.0** Indian bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

C. GENERAL

- 1.0** Answers to all the questions in the check list at **Annexure-II** must be clear yes without any pre-condition.
- 2.0** Bidder must submit their bid in the price format as given **in Section-IV only**.
- 3.0** 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 offer 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.
- 4.0** 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 offer will be summarily rejected.
- 5.0** 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 will be done on the Gross Total Price of Price Format in Section IV

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 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling rate declared, one day prior to the date of Price Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling rate of exchange declared on the date prior to the date of final decision shall be adopted for conversion and evaluation.

5.0 The bidders must quote their charges / rates in the manner as called for vide “Schedule of Rates” under **Section – IV**.

END OF PART – 2

PART - 3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means agreement entered into between DGH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "**DGH**" means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
- (e) "**Contractor**" means the Contractor performing the work under this Contract and its executors, successors, administrators and assignees.
- (f) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor to provide services as per the contract.
- (g) "**DGH's Personnel**" means the personnel to be provided by DGH or DGH's Contractor (other than the Contractor executing the Contract). The representatives of DGH are also included in the DGH's personnel.

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

- 2.1 **EFFECTIVE DATE OF CONTRACT** : The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME** : The mobilization of equipment, personnel etc. should be completed by Contractor within the specified time in scope of work from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and 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.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the first “Work order indicating the Job Completion Period” is handed over to the authorized representative of the Contractor by DGH is treated as date of commencement of Contract.

2.4 **DURATION OF CONTRACT:** The contract shall be for a period till the Bid Closing Date of NELP X.

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

3.1 Perform the work described in the Terms of Reference (**Section - II**) in most competent manner both technically & systematically and also in most economic and cost effective manner.

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

3.3 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.

3.4 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.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the [completion](#) period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

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

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

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

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

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work in the highest professional manner to meet the objective and shall ensure that such personnel observe applicable DGH 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 Terms of

Reference (**Section-II**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

5.2 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/Locations, enroute/local boarding, lodging, medical attention, etc. DGH shall have no liability or responsibility in this regard.

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

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 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 Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

6.2 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, the 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without DGH's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of DGH in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

7.2 Contractor shall not, without DGH's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document mentioned/ data supplied to the Contractor in relation to the contract other than the Contract itself remain the property of DGH and shall be returned (in all copies) to DGH on completion of Contractor's performance under the Contract if so required by DGH. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged

by Contractor or its employees to any one other than the DGH's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 TAXES:

- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 8.3 The Contractor shall furnish to the DGH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the DGH with the necessary documents, as asked for by the DGH and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to DGH within 6 months of the expiry of the tenure of the contract or such extended time as the DGH may allow in this regard.
- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time. Please refer enclosed Press release No. 402/92/2006 – MC (04 of 2010) of Govt. of India / Ministry of Finance, Dept of revenue, Central Board of Direct Taxes wherein all **deductees, including non residents** having transaction in India liable to TDS, **are advised to obtain PAN** and communicate the same to DGH **to avoid TDS at higher rate.**
- 8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the DGH shall not assume any responsibility on this account.
- 8.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on services / purchases and sales made by Contractor shall be borne by the Contractor.

8.9 Service Tax:

- 8.9.1 The Contractor will have to bear all Service tax liability, as applicable except in case of services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended from time to time).

9.0 INSURANCE:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per DGH's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to DGH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the DGH will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the DGH about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the DGH.

10.0 CHANGES:

- 10.1 During the performance of the work, DGH may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order(Change Order) by the DGH.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to DGH, Contractor shall submit to DGH an estimate of the amount of such compensation or credit in a form prescribed by DGH. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

- 11.1 The term "Force Majeure" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. Force Majeure does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.
- 11.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to Force Majeure.
- 11.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to force majeure, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.
- 11.4 Upon the occurrence of such cause, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning, estimated duration thereof of the force majeure condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the force majeure event has been removed and no longer prevents

it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.

- 11.5 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- 11.6 If a Force Majeure situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. The Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 11.7 Either party will have the right to terminate the Contract with a prior written notice of 15 days if such Force Majeure conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of Force Majeure conditions.

12.0 TERMINATION:

12.1 This contract shall terminate:

- (a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of DGH.

OR

- (b) For Force Majeure reasons as per **clause 11.0** and its sub-clauses above.

OR

- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the DGH.

OR

- (d) Under any circumstances considered to be not suitable by DGH to continue the operations of the Contract.

OR

Material breach by the contractor of the terms and conditions of the Contract.

OR

Unsatisfactory performance of the work by the Contractor.

OR

- (e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

OR

- (f) 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.

- 12.2 In the event of termination of contract under Clause **12.1(d)** above, DGH will issue 15 days prior written 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. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.
- 12.3 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

- 13.1 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. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.
- 13.2 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 the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- 13.3 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.
- 13.4 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.
- 13.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 13.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 13.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the exclusive jurisdiction to deal with such arbitration award if required.
- 13.8 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..

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the applicable address specified below :

Company

a) For Contractual Matters

HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.
Tel No. 91-120-2472000
Fax No. 91-120-2472049
Email: mm@dghindia.org

b) For Technical Matters

HoD (NELP)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.
Tel No. 91-120-2472000
Fax No. 91-120-2472049
Email:

c) Contractor

E Mail id:

Fax No. :

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15.0 SUBCONTRACTING / ASSIGNMENT :

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to DGH's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep DGH indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.0 LIQUIDATED DAMAGES FOR DELAY IN TIMELY COMPLETION OF JOB:

17.1 Time is the essence of this Contract. In the event of the Contractor's delay in timely completion of work /job within the stipulated period, the Contractor

shall be liable to pay liquidated damages @ 1/2% of total contract value including mobilization cost, per week or part thereof of delay subject to maximum of 10 %. Delay will be reckoned from the date after expiry of the scheduled date of completion of each activity as stated in scope of work.

- 17.2 If the Contractor fails to mobilize and commence the work / job within 15 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

18.0 PERFORMANCE SECURITY: The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of estimated Contract Price) valid till _____ towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the 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.

19.0 ASSOCIATION OF DGH'S PERSONNEL: DGH's personnel may be associated with the work if & where required, throughout the tenure of the contract. However, the incidental expenses like traveling, boarding / lodging cost etc of DGH personnel will be borne by DGH.

20.0 LIABILITY:

- 20.1 Except as otherwise expressly provided, neither DGH nor its Personnel/Employee, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of DGH and/or its Personnel/Employee, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.2 Neither DGH nor its Personnel/Employee, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of DGH and/or its Personnel / Employee, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless DGH from and against such liabilities and any suit, claim or expense resulting therefrom.
- 20.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against DGH and/or its underwrites, Personnel/Employee, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or

damage or liabilities arises out of or in connection with the performance of the contract.

- 20.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against DGH and/or its underwriters, Personnel / Employee, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 20.5 Except as otherwise expressly provided, neither Contractor nor its Personnel / Employee, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the DGH and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its Personnel / Employee, agents, nominees, assignees, Contractors and sub-Contractors. The DGH shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.6 Neither Contractor nor its Personnel / Employee, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the DGH and/or of its Contractors or sub-Contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its Personnel / Employee, agents, nominees, assignees, Contractors and sub-Contractors. DGH shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 20.7 The DGH agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, Personnel / Employee, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of DGH and/or its Contractors or sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 20.8 The DGH hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, Personnel/Employee, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the DGH and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 21.0 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence

(either sole or concurrent) of either party, its employees, agents or sub-Contractors.

22.0 INDEMNITY AGREEMENT:

- 22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold DGH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 22.2 Except as provided hereof DGH agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of DGH's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by DGH or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

24.0 PAYMENT & INVOICING PROCEDURE:

- 24.1 DGH shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from DGH unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 24.2 All payments due by DGH to Contractor shall be made at Contractor's designated bank. All Foreign Bank Charges towards advising negotiations/cable charges will be borne by the supplier. All Indian Bank charges will, however be borne by DGH.
- 24.3 Payment of any invoices shall not prejudice the right of DGH to question the validity of any charges therein, provided DGH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which DGH questions.
- 24.4 Contractor will submit 3(three) sets of all invoices to DGH address given under para **14.1** above for processing of payment.

- 24.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause **24.3** above.
- 24.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by DGH of Contractor's records, as provided herein, shall be limited to DGH's verification (i) of the accuracy of all charges made by Contractor to DGH and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **SET-OFF** : Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by DGH and set-off against any claim of DGH (or such other person or persons contracting through DGH) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with DGH(or such other person or persons contracting through DGH).
- 25.0 WITHHOLDING:** DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of DGH.
 - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five

days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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.
- iii) 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.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

26.0 APPLICABLE LAW:

26.1 This Contract including all matters connected with his Contract, 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 Courts situated in Delhi. The Contractor including Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of the Land and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of Indian legal system in any way.

26.2 If the contractor defaults in complying with the applicable laws, the contractor shall at its own risk and cost, bear any and all additional fees, fines, penalties or charges. Further the contractor undertakes to indemnify DGH or their authorised representatives from any consequences arising out of the contractor's default in complying with applicable laws.

27.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the DGH and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the DGH designated representatives and its authorised employees and representatives. The Contractor shall provide

the DGH's designated representatives with a daily written report, on form prescribed by the DGH showing details of operations during the preceding 24 hours requested by the DGH whenever so requested. The Contractor shall not, without DGH's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid opening, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the DGH/ Contractor shall reimburse/pay Contractor/DGH for such additional/ reduced costs actually incurred.

29.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

30.0 Intellectual Property Right : DGH and Contractor shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Contract or as a result of the Scope of Work performed hereunder. It is agreed by DGH and Contractor that any process improvement or technical development or invention and intellectual Property thereto (Developed Intellectual Property), that occurs incidental to the performance of the Work called for under this Contract shall be owned by the party (DGH or Contractor as the case may be) developing such Intellectual Property. During the Contract and at the end of the Contract as required hereunder, Contractor grants to DGH a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Contractor Intellectual Property incorporated into any Deliverable/Services, solely for the intended use of the Deliverable/Services to ensure that DGH has all rights to continue use of Contractor Intellectual Properties for its operations after the end of the Contract. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated in any Deliverable/Services and used, first created or developed by Contractor in providing the Scope of Work / Services set out in this Contract.

31.0 Intellectual Property Indemnity: Contractor shall indemnify and hold DGH harmless from any third party Claims arising on account of intellectual property infringement with respect to its Products/Services provided such Products/Services are used by DGH, their employees, and/or contractors without unauthorised modification/addition/combination and/or in accordance with the method or process recommended by the Contractor. The Contractor shall ensure that no third party intellectual property right is infringed. The Contractor shall inform DGH for not implementing any DGH specification if such Contractor's compliance with DGH specifications may result in intellectual property infringement.

32.0 WRONG / INCORRECT / MISLEADING INFORMATION: It must be noted that any information / statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per rules/law.

33.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the DGH under this contract shall not impair such right, power or remedy nor shall any waiver by the DGH of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the DGH or be deemed a waiver by the DGH of any subsequent breach by the Contractor.

END OF SECTION - I

SECTION – II

SCOPE OF WORK / TERMS OF REFERENCE

EVENT MANAGEMENT SERVICES TO PROMOTE EXPLORATION ACREAGES UNDER TENTH OFFER OF NEW EXPLORATION LICENSING POLICY (NELP-X).

1. Objective

Government of India proposes to offer exploration acreages for exploration of oil and gas under Tenth round of New Exploration Licensing Policy (NELP-X). In order to assist in effective promotional campaign for the acreages on offer, Government wishes to engage Event Management Services Provider.

2. Scope of Work:

Promotional campaign will be carried out by organizing meetings across the world with E&P companies, investors and service providers. The Contractor is required to organize the following meetings.

a) Types of meetings

i) Road-show Meetings:

These are held in selected cities across the world (London, Houston, Calgary, Perth, Moscow, Singapore), where representatives of global E&P companies attend in large numbers. Tentative number of participant can vary from 100 to 150. The high level Indian delegation with senior officials of Ministry of Petroleum & Natural Gas will promote the salient features of current NELP round by making presentations and offering various clarifications.

ii) One-on-One Meetings:

These are personal level meetings held between senior officers of E&P companies and Indian delegation to clarify doubts on technical, contractual and fiscal aspects subsequent to Road-show Meetings. These meetings are held in the afternoon after Road-show Meetings and / or the following day. Tentative number of participant can vary from 3 to 4 per meeting.

iii) Networking Meetings :

These are Special Group Meetings with small E&P companies, investors and service providers in addition of the above two types of meetings. Those who could not attend road show meetings will be covered. Tentative number of participant can vary from 4 to 5 per meeting.

b) Venues for the above meetings:

London, Houston, Calgary, Perth, Singapore and Moscow.

Note:-

- i) DGH has the right to choose or cancel any of these locations for Road Show, One-on-One and Networking meetings.

c) Requirements for meetings:

Road Show Meetings:

- i. Prepare the list of invitees from E&P and other companies for each venue in consultation with DGH;
- ii. Send invitations for the proposed Road Shows to all companies as per the list of invitees, at least one month in advance.
- iii. Send personal letters to all CEOs, Presidents / Vice Presidents, Board members, Heads Exploration and Head Business Development, etc. of all Invitees/E&P companies with request to attend the road show meetings.
- iv. Provide updated list of the Invitees/E&P companies registered for the road show on weekly basis to DGH.
- v. Provide office back up support at the road show meetings venue i.e registration, name display card printing, communication and any other assistance required/requested by DGH.
- vi. To organise the meeting effectively.
- vii. The ambience of meeting should meet the objective of successful launching of NELP-X.

One-on-One Meetings:

- i. Prepare the list of companies in consultation with DGH;
- ii. Send personal letters / emails or make telephone calls to all CEOs, Presidents /Vice Presidents, Board members, Heads Exploration and Head Business Development etc. of all Invitees/E&P companies with request to participate in the meetings
- iii. Prepare the schedule in consultation with DGH;
- iv. Organize the meetings effectively.

Networking Meetings :

- i. Prepare the list of companies in consultation with DGH;
- ii. Prepare the schedule in consultation with DGH;
- iii. Organize the meetings effectively.

Duration of different Services:

- i) Road Show, One-on-One and Networking meetings: Approximately 2 working days at each venue.

3. Responsibility of the Contractor

a) Performance:

- To perform all the activities as per the details given in the tender document
- To be in continuous contact/liaison with the coordinator designated by DGH for firming up the activities/ time schedule.

b) Information Reports:

- To submit reports within 15 days of completion of the following events on the format as specified hereunder:

- i) Road Show Meetings : Annexure-III
- ii) One-on-One Meetings/
Networking Meetings : Annexure-IV
- iii) Smart Report : Annexure-V.

c) Appointment of Coordinator:

- To nominate a senior level person with knowledge and awareness of the worldwide E&P companies as coordinator, to liaison with DGH.
- Coordinator will be available for discussions in DGH as and when required. The designated person will also accompany DGH team during Road shows.
- The designated coordinator once accepted by DGH will not be changed under normal circumstances. However, if required, can be changed with due approval from DGH.

d) Other Arrangements:

Following facilities are required to be arranged & paid for initially by the Contractor with the prior written approval of the coordinator of DGH. Reimbursement of these expenses will be made as per the terms of payment in **Section-III.**

- Hotel accommodation and transport for delegates as per the instructions of DGH.
- Meeting / conference halls for different types of meetings listed above as per the instructions of DGH.
- Lunch, tea/coffee, audio-visual equipment, projection system and compatible power system and any other requirement necessary for different types of meetings listed above as per the instructions of DGH.

- Register the delegates, issue badges, manage the reception counter, collect business cards from delegates attending the meetings, etc.
- Prepare a smart report within one hour of start of the road show for press briefing on the format given in the bid document. **(Annexure- V)**
- Prepare and issue Press release in National and International Newspapers as per instructions of DGH and make all necessary efforts for its publication.

4. Responsibility of DGH

To appoint a Coordinator who will be the single point contact with coordinator of the Contractor for continuous interaction for all matters.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS : Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

1.1 “NELP-X” means New Exploration Licensing Policy- Tenth Round of Bidding.

2.0

Terms of Payment:

- a)** Payment by DGH will be made in three installments as per the following schedule:
- i. First installment of 25% of the contract value will be payable within 3 weeks of commencement of first of the Road show meetings upon submission of bills.
 - ii. Second installment of 50% of the contract value will be payable within 15 days of the completion of the last of the Road Shows /One-on One/ Network Meetings. Further, all other reimbursements as per para 2.0 (b) below, will be made alongwith 2nd installment against invoices duly certified by the coordinator of DGH, along with necessary documents.
 - iii. The final balance payment of 25% of the contract value will be payable within 30 days of submission of bills. Alongwith the invoice, bidder will submit report on each Road Show Meeting as per Annexure-III & One-on-One/Networking meeting as per Annexure- IV.
 - iv. In case of Indian bidder, payment will be released in Indian Rupees, equivalent to TT buying rate of US\$ on day of such payment.
 - v. Road show, one-on-one meeting and networking meeting together are generally held for two days. In case the number of days increase or decrease, payment will be made as per actual days of service as per quoted day rates.
 - vi. Payment will be made only for the locations where such meetings are actually held or arrangements have been done on DGH's instructions.
- b)** Payments incurred by the contractor towards following arrangements as per the written instructions / approvals of DGH will be reimbursed by DGH at actuals against documentary evidence. If any of these arrangements made as per the written instructions / approvals of DGH is cancelled, cancellation charges shall be reimbursed at actuals against documentary evidence :
- (i) Hotel accommodation and transport for delegates as per instruction from DGH.
 - (ii) Meeting halls for different types of meetings listed in the scope of work.
 - (iii) Lunch, tea and refreshments.

- (iv) Audio-visual equipment, projection system and compatible power system and any other requirement necessary for the road shows, one-on-one meetings and Networking meetings.
- (v) Press release in National and International Newspapers.
- (vi) Any other facility arranged.

SECTION – IV

PRICE BID FORMAT / SCHEDULE OF RATES

Currency of quote (Bidder to indicate)	
--	--

Sl. No.	Activity & Locations	Quantity (Days)	Rate Per Day	Total
1.	Road show, One-on-One & Network Meeting for NELP-X			
1a	London	2 (Two)		
1b	Houston	2 (Two)		
1c	Calgary	2 (Two)		
1d	Perth	2 (Two)		
1e	Singapore	2 (Two)		
1f	Moscow	2 (Two)		
TOTAL PRICE (1a+1b+1c+1d+1f)				
All applicable taxes, levies, duties (except service tax)				
Service Tax applicable.				
GROSS TOTAL PRICE (Total Cost of Elements + Applicable taxes on these elements (except service tax) + Applicable Service Tax on these elements) (To be used for evaluation for identifying L1 bidder)				

NOTES:

1. The contract price should be inclusive of all taxes, levies, duties, etc and shall be borne by the bidder within this price. However, in case of foreign bidders who do not have any permanent establishment in India, Service Tax will be borne by DGH. However, at the time of evaluation, Service Tax as applicable shall be loaded. Presently, the service tax rate is 12.36 %.
2. Road show, one-on-one & Network meeting together are generally held for two days. However, the number of days may increase or decrease and payment will be made on actual basis and pro-rata on per day basis
3. The above price format covers the charges towards responsibility of the contractor as set out in clause no. 2 & 3 of Section- II. Charges for facilities as per Clause 3d of Section-II with the written approval of the coordinator of DGH will be reimbursed on actual basis.
4. Payment will be restricted to locations where events are actually held or arrangements have been done on DGH's instructions.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA OF '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: DGH's Bid Document No. DGH/MM/NELP-X/EVENT
MANAGEMENT/052/2013/ENQ-117**

We _____ confirm that Mr. _____ (Name and address) as authorized 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: Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

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 **165 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 _____ 2014.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

We undertake that all the clauses of BRC as entered in the bid document shall be fully complied with. We agree to carry out the tasks as specified at Sl. No. 2 and Responsibility of Contractor at Sl. No. 3 under Scope of work (Section II) .

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 for Permanent Establishment in India

Date

Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

To,

The Directorate General of Hydrocarbons

OIDB Bhawan, Tower-A, Plot No.2, Sector- 73,

Noida- 201 301, UP, India

Sirs,

PERMANENT ESTABLISHMENT DECLARATION

(On Bidder's Letter head)

It is certified that we have Permanent Establishment in India at the following address:

.....
.....
.....

OR

We do not have any Permanent Establishment in India.
(Strike out whichever is not applicable)

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

Pro forma 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 OIDB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, 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 Bid 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 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 tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force up to _____ which includes thirty 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:

- (i) 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 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. (a) The Bank Guarantee by Indian bidder will be given from Nationalized/Scheduled Banks only. The Foreign bidder will give Bank Guarantee from an Indian Bank situated in their city.

(b) In case no Indian bank is situated in foreign bidder's city, then Bank Guarantee from foreign Bank acceptable to DGH, either situated in bidder's country or in India or from an Indian Scheduled Bank situated in India, will be considered.

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 OI DB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, UP, 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
address (in legible letters)

(Signature)
Full name, designation and
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)

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 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. (a) The Bank Guarantee by Indian Contractor will be given from Nationalized/ Scheduled Banks only. The Foreign Contractor will give Bank Guarantee from an Indian Bank situated in their country.

(b) In case no Indian Bank is situated in foreign Contractor's country, then Bank Guarantee from foreign Bank acceptable to DGH, either situated in Contractor's country or in India or from an Indian Scheduled Bank situated in India, will be considered.

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 OIDB Bhawan, Tower-A, Plot No.2, Sector- 73, Noida- 201 301, 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 requires;

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 Section-II attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. _____ dated _____ based on Offer 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 offer 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) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Scope of Work/Terms of Reference;
 - (c) Section-III indicating the Special Terms & Condition;

(d) Section-IV 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.

ANNEXURE-I

Sub: Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

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:

CHECK LIST

Sl.No.	Activity	Yes/ No
1.	Bidder has understood that he has to organize road show meetings, one-on-one meetings and networking meetings with E&P companies, investors and service providers as desired by DGH.	
2.	Bidder accepts the Scope of Work given in Clause no. 2 of Section-II	
3.	Bidder agrees to appoint a senior level person as Coordinator who will preferably be based in Delhi for coordination with DGH.	
4.	Bidder accepts the Responsibility of the Contractor as given in Clause-3 of Section-II	
5.	Bidder agrees not to assign part or complete work to the third party.	
6.	Bidder agrees to submit bank guarantee for performance as specified under Clause 28 of Instructions to Bidders (Part-I)	
7.	Bidder agrees to terms and conditions of the contract as specified under Section-I	
8.	Bidder agrees to terms of payment as specified under Clause 2 of Section-III	
9.	Bidder agrees to demonstrate its capacity and capability to organize international promotional event of E&P sector by way of document and presentation.	
10.	Bidder agrees to submit documentary evidence to establish its worldwide contacts with oil and gas company.	
11.	Bidder has offices / agents at London, Houston, Calgary, Perth, Singapore, Kuwait/ Dubai, Kuala Lumpur, Stavanger, Moscow and Rio de Janeiro	
12.	Bidder agrees to submit a report on investment climate in E&P sector.	
13.	Bidding company certifies that it has sufficient financial resources to make advance payment of hotel, transportation etc. at the event venues	
14.	Bidder agrees to submit report as per Annexure-IV on road show meetings and Annexure-V on One-on-One/Networking meetings.	
16.	Bidder agrees to submit smart report as per Annexure-VI.	
17.	Activities mentioned under Section-II are minimum. Bidder agrees to carry out all activities necessary for promoting NELP-X including that mentioned under Section-II.	

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

Sub: Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

FORMAT FOR REPORT ON ROAD SHOW MEETINGS

Report for Road Show meetings will contain following information:

1. Date of the Meeting:
2. Time of the Meeting:
3. Venue of the Meeting:
4. Name of the Company:
5. Major Business Activity:
6. Issues raised in the meetings:
- 11 Name, Designation, Email Ids, Telephone/Mobile Nos. of delegates:
- 12 Small write-up on welcome speech, experience sharing, speech by the Hon'ble Minister, Government delegation etc.:

Sub: Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

FORMAT FOR ONE - ON – ONE/Networking MEETING

1. Venue
2. Name of the Company
3. Name, Designation, Email of companies representative
4. Issues raised in the meeting
5. Interest shown in the block/Area

Sub: Bid Document No.: DGH/MM/NELP-X/EVENT MANAGEMENT/052/2013/ENQ-117

FORMAT FOR SMART REPORT

Smart report is to be prepared within one hour of the start of the road show and it will be used by Indian delegation for press briefing. Report will contain the following aspects:

1. Total number of delegates attending the road show:
2. Number of delegates from foreign companies:
3. List of major E&P companies:
4. List segregating companies into E&P sector, investors, Government institutes and service providers:
5. Any other major highlights.