

Addendum No. 1 dt 14.07.14

to Tender No. DGH/MM/Hiring of Consultants/088/ 2014/ ENQ /135
for Consultancy for Study on Good International Practices in Petroleum Industry.

1.0 A typographical error at Annexure-IIIB (2.0) (b) (from 6th line) is corrected to read as:

a “sum equivalent to 1/2 % of contract value, for each week of delay or part thereof, subject to a maximum of 10 %”.

Instead of

“a sum equivalent to 1/2 % of contract value of each Phase, for each week of delay or part thereof, subject to a maximum of 10 %.”

2.0 We have received certain queries from one of the prospective bidder, the reply to which are appended below:

Sl	Query	Replies
1	Fee Basis - whether can be made Variable instead of Fixed in view of no. of meetings & re-works, if any, in the course of the consultancy.	Relevant Clauses of the tender remain unchanged.
2	Fixed time frame – whether can be made variable, in view of (1) above.	Relevant Clauses of the tender remain unchanged.
3	Taking up the work in stages -	Stages have been already defined in the tender. No further changes made to the tender.
4	To assign 1-2 of DGH staff to work with the consultant	After LoA, DGH will identify the persons who will be the technical contact persons for the bidder.
5	To find a way of defining more closely the depth of detail which is required.	Scope of work and deliverables have been clearly defined in the tender. Hence, no further changes are made to the tender.

3.0 Further queries were received from the same prospective bidder, the reply to which are also appended below:

Sl. no	Changes/modifications proposed by bidder	Bidder's Remarks	Clause No. in the Tender	DGH's Comments
1	Please note the following addition: Expect for any meetings or presentations required at DGH's office, the work will be undertaken at the contractor's office or offices.	Clarification on place of work. The work will be performed at the contractor's office	1.3 of Annexure III-A (MODEL CONTRAC	Agreed. This is not in contradiction of existing clause.

		or offices.	T AND GENERAL CONTRACT CONDITIONS)	
2	Please Delete and replace with: "The Contract shall be for the period as indicated in the scope of work, with an option to extend the contract period for another 1(one) year by mutual agreement between DGH and the contractor at mutually agreed rates terms and conditions".	Both parties must agree to any any extension of the contract and the terms and conditions	2.5 of Annexure III-A	This is a standard clause in "General Terms & Conditions" of DGH tender but is not applicable in the tender in question.
3	Please note the following addition: Upon DGH's reasonable 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 acceptable to the DGH without unreasonable affecting DGH's work schedule.	Any immediate replacement of staff may affect the work schedule but this shall be kept to a minimum.	6.1 of Annexure III-A	The clause is retained without any change. But DGH may consider the case on merit basis during the contract period.
4	Please delete and replace with: it is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit. Unless otherwise agreed by the contractor, such amendments may lead to a cost and / or schedule adjustment.	Any amendments to the scope of work may have an impact on the cost and /or schedule of the project.	10.5 of Annexure III-A	This is a standard clause in our GCC of our tender and is retained without any change.
5	Please note the following addition: The contractor shall raise bill in two copies on completion of job, for release of payment. DGH will try to release the payment of such bills within 30 days from its receipt. In case of any discrepancy in bills, the same will be notified to the contractor for clarification, DGH may consider progressive payment amounting to not more than 40% each at the end of the first 2 (two) deliverables and balance on successful completion to the final deliverable	A 40% payment is more reasonable than 20% for any discrepancy in bills.	1.0 Annexure III-B	Original clause is retained without any change.
6	Please note the following addition: If for reasons within the contractor's control, the contractor fails to complete the scope of work within the stipulated period, DGH shall have without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.	If the contractor cannot complete the work due to reasons outside its control then it should not suffer any penalty.	2.0 (b) Annexure III-B	Original clause is retained without any change.
7	Please note the following addition: If, for reasons within the contractor's control, the contractor is unable to complete the scope of work within the stipulated period, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, DGH may at its discretion, extend the period of job completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to ½% of contract value of each phase, for each week of delay of part thereof, subject	If the contractor cannot complete the work due to reasons outside its control then it should not suffer any penalty.	2.0 (c) Annexure III-B	Original clause is retained without any change. However, the words "of each phase" is deleted, as phase wise values are not applicable here,

	to a maximum of 10%.			being a Lumpsum Contract.
8	Please delete and replace with: “ Notwithstanding anything to the contrary contained herein, any interpretation, interpretational data, research, analysis, recommendations, options or advice (including but not limited to any engineering designs, geological studies or analyses well programs, reservoir models and/or forecasts, or drilling or production optimization or management programs) (“interpretation and/or Recommendations”) furnished by contractor hereunder are options based upon inferences from measurements, empirical relationship and assumptions and industry practice which are not infallible and with respect to which professional geologist, engineers, drilling consultants and analysis may differ. Accordingly, Contractor does not warrant the accuracy, correctness or completeness of any interpretations and/ or Recommendations, or that DGH’s reliance and / or any other third party’s reliance on such Interpretation and/or Recommendations, and for all decisions based thereon (including without limitation decision based on any oil and gas evaluation, production forecasts and reserve estimates, furnished by contractor to DGH hereunder), by any person, party or entity and DGH hereby release. Indemnifies and holds harmless Contractor, its parent, affiliates and subcontractors together with its and their respective directors, officers, employees, consultants agents and invitees from and against any and all claims, damages, costs, loses and liabilities arising out of such use or reliance, without regard to the cause thereof”	It is not appropriate to provide a warranty period on consultancy services. This disclaimer clarifies that Contractor’s services are based on subjective decisions (e.g., opinion based on experience not facts that can be immediately scientifically verified) or on indirect information sources (e.g., data supplied by third party), Therefore Contractor can only offer DGH the benefit of its employees professional judgment and not a guarantee of accuracy.	7.0 of Annexure III-A	Original clause is retained without any change.
9	Please delete the replace with “a certificate of insurance”.	For confidentially reasons, Contractor cannot furnish copies of its insurance policies to its customers.	20.0 (c) of Annexure III-A	Original clause is retained without any change
10	Please Delete.	All warranty issues are adequately addressed under Article 7.	13.0 of Annexure III-A	Original clause is retained without any change
11	At the end of the existing language please add: “... shall survive after completion/termination this CONTRACT for a period of two years, However, this clause shall not apply to any information which; (a) which is, at the time of receipt, known to the trade or the public; or (b) which become at a later date known to the trade or the public through no fault to the contractor; or (c) which is possessed by the contractor	It is not practical for a party to maintain confidentially obligations indefinitely standard	18.0 of Annexure III-A	Original clause is retained without any change

	before receipt thereof from DGH; or (d) which is disclosed to the contractor in good faith by third party who has an independent right to such information; or (e) which is developed by the contractor independently of DGH's confidential information; or (f) which is required to be disclosed by the contractor pursuant to an order of a court of competent jurisdiction or other government agency having the power to order such disclosure, provided the contractor uses its best efforts to provide timely notice to DGH of such order to permit DGH an opportunity to contest such order."	confidentially exclusions.		
12	Please the last sentence to read as: " Such insurance shall be effected with reputable insurance company".	Contractor's insurance program is managed on a global basis.	20.0 (c) of Annexure III-A	Original clause is retained without any change
13	Notwithstanding any other provisions to the contrary, a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, including without limitation, loss of use, loss of production, or loss of profits or interest costs, regardless of the cause, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and b) Notwithstanding any other provisions incorporated elsewhere in the contract and except only in cases of Contractors Willful Misconduct or Criminal Acts, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights. c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.	It is to both parties ' benefit to have a complete waiver of consequential damages without any exclusion. Instead, Contractor's liability for any claims arising out of its willful misconduct and criminal acts have been excluded from the sub-paragraph (b)	36.0 of Annexure III-A	Original clause is retained without any change
14	Please delete and replace with: " Irrespective of anything stated to the contrary elsewhere in this contract, the pricing herein is exclusive of all Indian taxes, duties and levies, except for Indian withholding taxes as reduced by the Double Taxation Avoidance Agreement between India and Singapore. Expect if agrees a otherwise, Company shall defend and indemnify Contractor against all liabilities or claims for Indian taxes that may be imposed, assessed or levied on Contractor as a result of signature of this Contract and Contractor's performance hereunder. All taxes levied outside the territory of India as a result of signature of this Contract and Contractor's performance hereunder shall be borne and paid by Contractor".	Contractor should not be responsible for taxes inside India, but will be responsible for taxes outside India.	12.3 of Annexure III-A	Original clause is retained without any change

4.0 The Bid Closing Date / opening Date remain unchanged as 16.07.2014.