

# **DIRECTORATE GENERAL OF HYDROCARBONS**

**(Ministry of Petroleum & Natural Gas)**

**GOVERNMENT OF INDIA**

**NOIDA**

**TENDER NO. : MM-12015/5/2016-DGH /ENQ-043**

**TENDER DOCUMENT**

**FOR**

**Hiring of Consultant for Revising and modifying Model Revenue Sharing Contract, Finalizing the process of Open Acreage License procedure for award of blocks and incorporating the necessary changes in Notice Inviting Offer.**

**Note: This tender Enquiry No. MM-12015/5/2016-DGH /ENQ-043 has been issued to following eight consultant firms identified by DGH. Ordinarily bids from solicited consultant firms will be entertained on account of technical nature and reasons for timely completion of job. Any other renowned and professionally known firm presume themselves eligible as per Bid Evaluation Criterion can approach DGH for issue of tender document with all requisite documents within two days from date of tender shown on website. DGH reserves the right to issue tender document (i.e., permission to quote) only to eligible bidders. Bidders choosing to drop bids (unsolicited quotes) directly need to submit all requisite documents pertaining to Pre Bid Qualification Criterion as further clarifications on qualification criterion may not be possible on account of time constraints and eligibility will be decided on basis of submitted documents only. Following firms who could not download the e mailed tender-document can download the same either from DGH's website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. and submit their offers**

- 1 M/s E&Y**
- 2 M/s PWC**
- 3 M/s Deloitte Tourche Tohmatsu Pvt Ltd.**
- 4 M/s KPMG Advisory Services Pvt. Ltd.**
- 5 M/s Fugro Data Solutions Limited.**
- 6 M/s IHS Global Inc.**
- 7 M/s McKinsey**
- 8 M/s Boston Consulting Group India**

**Directorate General of Hydrocarbons  
Ministry of Petroleum & Natural Gas  
Govt. of India, New Delhi, INDIA**

Phone No : (+91)-120-2472000 Tele Fax : (+91)-120-2472049	Office of : Director General (DGH) OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA
No. MM-12015/5/2016-DGH /ENQ-043	Date 5.07.2016

**FORWARDING LETTER FOR INVITATION TO BID**

To,

**Sub:Hiring of Consultant for Revising and modifying Model Revenue Sharing Contract, Finalizing the process of Open Acreage License procedure for award of blocks and incorporating the necessary changes in Notice Inviting Offer.**

Sir/s,

The Directorate General of Hydrocarbons hereby invites sealed tenders in duplicate for carrying out “Hiring of Consultancy for identifying companies most likely to bid for the upcoming marginal field rounds”.

The salient features of the tender are:

1.	Tender No.	:	MM-12015/5/2016-DGH /ENQ-043
2.	Brief Description of the Services / Scope of Supply.		Hiring of Consultant for Revising and modifying Model Revenue Sharing Contract, Finalizing the process of Open Acreage License procedure for award of blocks and incorporating the necessary changes in Notice Inviting Offer.
3.	Type of Bid	:	Two Bid System (Technical Bid & Price Bid)
4.	Bid Closing Time & Date	:	1400 Hrs (IST) on 13 <sup>th</sup> July, 2016.
5.	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
6.	Bid Opening Time, Date & Place	:	1500 Hrs. (IST) 13 <sup>th</sup> July, 2016 on the same address as above.
7.	Bid validity	:	60 days from bid closing date.
8.	Amount of Bid Bond (original Bid Bond to be enclosed with the Technical Bid only)	:	Not applicable

<b>9.</b>	Amount of Performance Bank Guarantee to be submitted only by the Successful Bidder.	:	7.5 % of the contract value.
<b>10.</b>	Signing of Contract	:	Contract is to be signed within 10 days of date of issue of LOA
<b>11.</b>	Time period for completion of work	:	Annexure IV
<b>12.</b>	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	At the rate of 1 % of the contract value per week or part thereof subject to a maximum of 10% of the contract value.

Other details and terms/conditions are as per the following Annexure:

Annexure-I	-	Instructions to the Bidders.
Annexure-II	-	General Terms & Conditions of Contract
Annexure-III	-	Special Terms & Conditions
Annexure-IV	-	Terms of Reference/Scope of work
Annexure-V	-	Special Condition of Contract
Annexure-VI	-	Schedule of Rates
Annexure-VII	-	Bid Evaluation Criteria (BEC)
Annexure-VIII	-	Compliance Statement
Annexure- IX	-	Confidentiality and non- Disclosure Agreement
Annexure- X	-	Format for Permanent Establishment and Adm. Office
Annexure- XI	-	Performa of Bank Guarantee towards Performance Security
Annexure- XII	-	Performa of No Conflict of Interest.

**Yours faithfully**

**HOD (MM)  
For Directorate General of Hydrocarbons**

**Encl: As above**

**INSTRUCTIONS TO BIDDERS**

**1. COST OF BIDDING**

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

**2. BID DOCUMENT / TENDER DOCUMENT**

- 2.1** The services required, bidding procedures and contract terms are prescribed in the Bid Document.
- 2.2** The bidders are expected to examine all instructions, forms, terms & specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document to the satisfaction of the DGH in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

**3. CLARIFICATION ON BID DOCUMENT**

- 3.1** A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than 7 days prior to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

**4. AMENDMENT OF BID DOCUMENT**

- 4.1** At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted / incorporated to the original bid documents.
- 4.2** The amendment will be communicated in writing by Fax and/ or courier to all bidders who had originally received the said Bid Documents.
- 4.3** In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the

deadline for the submission of Bids and any such extension will be conveyed to all the bidders.

## **5. LANGUAGE OF BID**

**5.1** The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and DGH relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so long as it is accompanied by an English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

## **6. DOCUMENTS COMPRISING THE BID**

**6.1** The bid should be prepared and submitted under the **single stage Two Bid** system and should comprise the following components:

- (i) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- (ii) Any other information / documents mentioned in the terms of reference and Bid Evaluation Criteria (BEC).
- (iii) The Compliance statement at Annexure-VIII to be submitted in the prescribed format.

## **7. BID PRICES**

**7.1** Prices quoted by the successful bidder shall be held firm during its performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Price quotations are to be strictly in accordance with price bid. Conditional bid is liable to be rejected.

**7.2** All duties, taxes and other levies payable by the successful bidder under the contract, for which its Bid Document is being issued, shall be made accordingly. The bidder will have to however, indicate in their price bid the breakup of the various taxes and duties payable by them

## **8. BID CURRENCIES**

**8.1** The bidders are to quote firm prices. As bidders are required to have establishment in India it is desirable to quote in Indian Rupees. In the event bidder for some unavoidable reasons quote in USD; Payment will be made in INR accordingly at applicable TT selling rates on the date of release of payment. The payment towards Indian taxes if applicable will be made by DGH in Indian Rupees as per actual. Currency once quoted will not be allowed to be changed.

- 8.2** While evaluating the bids, the closing B.C Selling Market rates of exchange declared by the State Bank of India on the day prior to bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

## **9. PERIOD OF VALIDITY OF BIDS**

- 9.1** Bids shall remain valid for 60 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the DGH.
- 9.2** In exceptional circumstances, DGH may solicit the bidder's consent to an extension of the period of validity. In case of agreement to the request, the bid Bond provided as per above-mentioned para shall also to be suitably extended. The bidder will not be permitted to modify its bid within the extended validity period.

## **10. FORMAT AND SIGNING OF BID**

- 10.1** The bidder shall prepare two copies of bid clearly marking each as the "Original Bid" and the "Copy Bid". In the event of any discrepancy between the "Original" and "Copy", the "Original" shall prevail over the "Copy".
- 10.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

## **11. SUBMISSION OF BIDS**

### **11.1 Sealing and Marking of Bids:**

The tender would be processed according to a single stage, two Bid procedure. Offers should be submitted in two parts viz., Technical bid and Price Bid, each in duplicate and each in separate envelope.

### **11.2** The envelope containing the Technical Bid should be in a sealed cover bearing the following information on the right hand top corner:

- Envelope No. 1 Technical Bid
- Tender No.:
- Technical Bid Closing Date:
- Bidder's Name:

### **11.3** The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:

- Envelope No. 2 Price Bid
- Tender No.:
- Bidder's Name:

**11.4** The Technical and Price bids each marked "ORIGINAL" and "COPY" (as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH.

- Tender No.:
- Bid closing Date:
- Bidder's Name:

**11.5** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

**11.6** Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

**HOD (MM)**

**Directorate General of Hydrocarbons**

**OIDB Bhawan,**

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

**NOIDA- 201301.**

**11.7** Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

**11.8** The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexures, if any. It shall be complete and free from any ambiguity, changes or interlineations.

**11.9** The offered rates will remain firm till finalization of Tender. Any representation or request received after bid opening date and before opening of commercial bid, regarding revision of rates, will not be entertained and may lead to rejection of the Bid.

**11.10** Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.

**11.11** The conditions of the contract to entered into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at Annexure-VIII

**11.12 E bid submitting procedure:** On account of time constraint bidders are permitted to send scanned copy of bid in .pdf format (write protected) only when they are expecting

delay in receipt of their physical bids by DGH. They need to send physical copy and e bid concurrently. They are advised to password protect their e-bid attachments. The bids can be sent by email to e- mail ID **dghbid@dghindia.gov.in**. Both the techno-commercial bid and price bid must be sent as attachment named as “Bid Doc”. Bidders are required to send the password for this bid attachments by e-mail to different Id **mmenquiry@dghindia.gov.in** on or before bid closing date & time (avoid sending the passwords before 24 hours of the bid closing time). Bidders are requested **to essentially provide contact phone number** where technical issues regarding opening of bid e-mail attachment can be communicated by tender opening officer/dealing officer. In absence of suitable response; bid-attachments, which cannot be opened; tender opening officers can declare it as late bid or non-receipt of bid. Therefore this unsettled situation will be treated as bid rejection. This will not be subject to review on account of urgency of the job. Bidders have also to send the hard copies concurrently to ensure BEC compliance within 2 days of bid opening. Unsolicited offers will be rejected. As e mail transmission and receipt may not be synchronous activity please ensure transmission at least one hour before closing time and submit screen shot of e-mail sent time on [mm@dghindia.gov.in](mailto:mm@dghindia.gov.in) for information.

### **11.13 BID OPENING AND EVALUATION**

#### **11.13.1 Opening of Technical Bids by DGH:**

DGH will open the Technical Bids in the presence of Bidder, or his authorized representative, 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 opening of Bids.

- 11.13.2 The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

### **12. ELIGIBILITY OF CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the DGH may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and response shall be in writing.

### **13. DGH’S RIGHT TO ACCEPT OR REJECT BID**

The DGH reserves the absolute right to accept or reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.



**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

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

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

**2.0 DURATION OF CONTRACT:** Refer Annexure V Effective under duration of Contract

**3.0 SCOPE OF WORK**

The scope of work is for carrying out Evaluation and Validation of Field Development Plan, which is more fully described at Annexure IV attached herein.

**4.0 CONTRACTOR’S OBLIGATIONS**

- 4.1** The Contractor shall in accordance with and subject to the terms and conditions of this contract perform the work described in the scope of work.
- 4.2** The contractor shall perform all other obligations, work and services which are required by the terms of this contract or which can be reasonably implied from such terms as being necessary for the successful and timely completion of work.
- 4.3** The Contractor shall give such services and provide all necessary supervision during the performance of the services and as long thereafter as DGH may consider necessary for proper fulfilling of contractor’s obligations under the contract.

**5.0 DGH OBLIGATIONS**

- 5.1** The DGH shall pay the contractor in accordance with and subject to the terms and conditions of the contract. DGH will supply to the contractor all relevant inputs available at DGH.

## **6.0 CONTRACTOR'S PERSONNEL**

- 6.1** The Contract warrants that the contractor shall provide, competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe international safety standards. Upon the DGH's written request, the contractor, at its own expense shall remove immediately any contractor's personnel identified by the DGH to be unsuitable for the task assigned and such a person shall be immediately be replaced with a more competent and suitable person.
- 6.2** It is mandatory for the contractor to have the required infrastructure facilities for conducting work. Necessary documentary evidence of such capability should be submitted along with the bid.

## **7.0 REMEDY OF DEFECTS**

The Contractor warrants that while performing its duties and obligations as per its scope of work set out herein it shall adhere to the high working standards and as per the industrial norms prevailing internationally. In respect of state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the terms of the instructions and guidance, which the DGH may from time to time provide to contractor. In case the contractor fails to rectify the defects as may be brought to its notice by the DGH, the DGH shall be entitled to get such defects rectified and deduct the cost of such rectification from the bills submitted by the contractor and/or adjust the same against the Performance Bank Guarantee.

## **8.0 LIABILITY**

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

## **9.0 SECRECY OF CONTRACT DOCUMENTS**

- 9.1** The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- 9.2** Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.
- 9.3** CONFIDENTIALITY AGREEMENT: Bidder will sign non-disclosure agreement with DGH. Data given by DGH will not be used for interpretation or preparation of report(s) for the third party. The bidder or their personnel shall not, either during the term or after expiration of contract, disclose any proprietary or confidential information relating to services and data base without written consent of DGH.
- 9.4** The Contractor (consulting firm) will not use the subject study for any other use (viz., promotional, further consultation etc.) during the process of completion and subsequent period during which it is being referred by GoI/DGH for ensuring confidentiality

## **10.0 FORCE MAJEURE**

- 10.1** 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.
- 10.2** 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*.
- 10.3** 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.
- 10.4** 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.

- 10.5** Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 10.6** 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.
- 10.7** 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.

## **11.0 TERMINATION**

### **11.1 Termination on expiry of the terms (Duration):**

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

### **11.2 Termination on account of *Force Majeure* conditions prevailing:**

Either party shall have the right to terminate the contract on account of Force Majeure under clause 11.7 hereinabove.

### **11.3 Termination on account of Insolvency:**

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

### **11.4 Termination for Unsatisfactory Performance:**

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

### **11.5 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.

### **11.6 Termination due to delay:**

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

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

**11.7 Consequences of Termination:**

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

**11.8** If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

**11.9** Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

**11.10** Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 12.1 to 12.7 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and other charges including demobilization charges if provided for in the contract as per the contract up to termination.

**11.11** In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

**12.0 INDEMNITY AGREEMENT**

**12.1** The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.

**12.2** DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

### **13.0 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 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 APPLICABLE LAWS**

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

### **15.0 TAXES AND LEVIES**

- 15.1** Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 15.2** The quoted price shall include all the taxes excluding Service Tax as applicable, which shall be borne by the DGH.
- 15.3** Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

**16.0 PERFORMANCE SECURITY /PERFORMANCE BOND**

- 16.1** The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).
- 16.2** DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
- 16.3** Performance Security/ Performance Bond shall be refunded/ returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.
- 16.4** In the event of non-performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.
- 16.5** The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

**17.0 HOLIDAY**

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party.

**NOTICES**

Any notice given by one party to other pursuant to the contract shall be sent by telegram, telex, cable or fax and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

The Director General  
Directorate General of Hydrocarbons  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, NOIDA-201301, INDIA  
Fax No :( 0091) - 120-2472049

Contractor's Address

.....  
.....

**SPECIAL TERMS & CONDITIONS**

**1. SCHEDULE OF PAYMENTS: Refer Annexure V**

**2. CONSEQUENTIAL DAMAGE**

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 of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence of the parties.

**3. WAIVERS AND AMENDMENTS**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**4. WITHHOLDING**

**4.1** DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:

**4.2** Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

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

**4.4** Defective work not remedied by the Contractor.

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

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

**4.7** 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 any unauthorized imports.

## **5. LIQUIDATED DAMAGES (L.D.) FOR DEFAULT IN TIMELY COMPLETION**

**5.1** Timely completion of this project is essential. In the event of the Contractor's default in completion of scope of work from commencement date under the contract, the Contractor will be liable to pay liquidated damages at the rate of 1% of Contract value per week or part thereof, but not exceeding 10%. Part thereof means that part of the week will be treated as full week, e.g. a delay of one week and one or two days and so on will be treated as delay of two weeks (not for one week and one or two days) and LD will be levied accordingly. It is agreed between the parties that the aforesaid amount of liquidated damages is a genuine pre-estimated loss in case of breach of contract and is not by way of penalty.

**TERMS OF REFERENCE/SCOPE OF WORK**

**1. Drafting the OAL process and aligning Model Revenue Sharing Contract to the HELP (Hydrocarbon Exploration Licensing Policy) Policy of Govt. of India**

**Scope of work:**

**Part A: Drafting OAL (Open Acreage Licensing) procedures**

**Study of Global Practices where Open Acreage Licensing Principle is followed and suggestion for structure to be followed in India inter alia including the following but not limited to:**

- A1 Periodicity of OALP-the time split for various activities involved in the procedure i.e. receiving of Expression of Interest to bid invitation to Bid evaluation and award of blocks.
- A2 Designing the process for receiving suo-moto proposal from investors on gridded sedimentary basins and data availability and viewing in National Data Repository (NDR) (including guidelines for investors to carve out acreages) and terms and conditions associated with it including defining merits and de-merits of various OAL models.
- A3 Designing process for DGH to evaluate suo-moto proposals upto inviting of bids for areas contained in list of Expression of Interest by DGH.
- A4 Designing process for award of the acreage under various scenario including where Expression of interests areas of the parties are partially or wholly overlapping etc.
- A5 Designing suo-moto proposal format, Eol format, bid format.
- A6 Preparation of draft document of OAL, after the aforementioned stages 1 through 5.
- A7 The Draft document of OAL is hosted on DGH / MoP&NG websites by DGH/MOPNG as the case may be for public consultations /comments within specific time limit. PwC shall draw the attention of the stake holders and follow up with them for their comments who will submit the same to PwC with a copy to DGH.
- A8 After receipt of the comments within the specified time, consultant shall facilitate a Stake holder workshop at DGH, to discuss & deliberate on the draft document. PwC shall document the workshop proceedings / stakeholder comments.
- A9 Redrafting of OAL incorporating stakeholder comments in consultation with DGH & MOPNG.
- A10 **Finalization of redrafted OAL, in consultation with MOPNG & DGH for final adoption by govt.**

**Part B: Revising of Draft Model Revenue Sharing Contract (MRSC) for Hydrocarbon Exploration Licensing Policy (HELP) based award of acreages including the following but not limited to:**

- B1 To review the in-house draft MRSC to cover all aspects viz. legal, contractual, financial aspects etc in line with the best international practices (approved GIPI) and Government of India Notifications related to HELP and Summarise additions / alterations required for aligning draft MRSC to HELP, in the form of a separate change document.
- B2 The Draft document of MRSC along with the change document will be hosted on DGH / MoP&NG websites by DGH/MOPNG as the case may be for public consultations/comments with

specific time limit. PwC shall draw the attention of the stake holders and follow up with them for their comments who will submit the same to PwC with a copy to DGH.

- B3 After receipt of the comments within the specified time, consultant shall facilitate a Stake holder workshop at DGH, to discuss & deliberate on the revisions required on draft MRSC & the consultant's change document. Consultant shall document the workshop proceedings / stakeholder comments.
- B4 **Incorporation of stakeholder comments in the draft MRSC, in consultation with MOPNG & DGH and preparation of draft contract document**
- B5 The revised MRSC will be examined by a third party legal firm engaged by DGH who will submit a legal draft (legal comments of the revised MRSC) to DGH
- B6 **The legal draft received after step 5 above will be further reviewed by Consultant keeping in view the business requirement and modified accordingly. Necessary risk analysis associated with overlooking / overruling, if any, of any legal comments (vide para 5) in order to align with pragmatic business requirement. The final draft MRSC thus prepared shall be presented to a select audience of MoP&NG and DGH for adoption.**

Note : workshop with stake holders at A (8) & B (3) will be conducted together.

#### **Part C: Draft Notice Inviting Offer (NIO) as per guidelines defined in HELP**

- C1 Bid Qualifying Criteria (BQC)
- C2 Bid Evaluation Criteria (BEC)
- C3 Drafting NIO incorporating BQC and BEC
- C4 Finalization of NIO in consultation with MoP&NG and DGH.

#### **2 Deliverables:**

- i. Report on OAL Procedures under HELP covering all aspects of Part A of Scope of Work
- ii. Redrafted MRSC as per Part B of Scope of work
- iii. Draft NIO for HELP

**Note :** The deliverables are subject to acceptance by DGH and may require several reiterations.

#### **3 Payment Milestone**

70 % payment on submission of Draft report {at the end of A(9), B(4) & C(3)}.

Balance 30 % on submission of final reports.

#### **4 Tentative Timelines:**

The entire exercise has to be completed within 60 days of LoA.

However, the interim draft reports should be submitted within the time lines as under:

Sl	Activity	Time from LoA
1	Completion of A(6) & B(2)	25 days
10 days for stake holders comments i.e. from uploading draft on website to workshop.		
2	Workshop with stake holders i.e. A(8) & B(3)	35 days
3	Completion of A(9), B(4) & C(3)	45 days
4	Completion of B(5) i.e. 10 days for legal comments & draft	55 days
5	Submission of final deliverables of Part A (10),B (6) & C (4)	60 days

5. Liquidated damages @ 1 % of contract value, per week or part thereof subject to maximum of 10%, will be applicable for any delay beyond the stipulated timeline. For the purpose of calculation of delay two milestones will be used one at Sl. No. 3 & the other at Sl. No. 5 of the above timeline table.

L.D.will be leviable wherever the delay is attributable to the firm/consultant. Any additional time required for causes not attributable to consultant (highlighted above) on genuine documentary evidence will be considered for time extension without levying LD.

6. Extra man-day charges will be payable beyond 60 days due to any of the following category of reasons during the currency of contract:

- 6.1 Additional work assigned to consultant.
- 6.2 Fresh and different Instructions/inputs received for enrichment of reports
- 6.3 Extended deployment of manpower for interaction with MOPNG

**SPECIAL CONDITIONS OF CONTRACT**

- 1.0 Mobilization:** The mobilization of services shall commence on the date of receipt of the Letter of Award awarding the Contract.
- 2.0 Dedicated Project Team credentials needs to be confirmed as follows (along with documents):** Please provide the details during bidding (if possible).
- 3.0 Return of Data provided by DGH:** The data if received from DGH in soft & hard from for the study is to be kept confidential during the study & afterwards and will not be shared with anyone. Further the data received must be returned to DGH in original, after completion of the study along with the final report. The contractor should give an undertaking that no data has been retained either in part or in full by him by way of copy or in any other form.
- 4.0 Security & safety of Data:** Safety & Security of the data if handed over to the contractor by DGH will be the contractor's responsibility. Loss or damage of data by the contractor for whatever reason will not be acceptable to DGH.
- 5.0 DURATION OF CONTRACT**
- Refer scope of work at Annexure IV.
- 6.0 Payment Terms**
- First Payment - Refer to Scope of Work**
- 7.0 Liquidation/Penalty/Termination Clause –Refer to Scope of work**

**8.0 Details to be enclosed in Technical Bid along with requisite support documents.**

**TECHNICAL BID**

Particulars	Details to be furnished for the Particulars	Details of Enclosures to be submitted
Name of the Company		
Address of Registered Office		
Contact person name and Address of Communication		
Date of inception of firm		
Presence and locations of Offices in India		
Details of Services provided by the Company		Please attach a separate sheet, if required
Experience of the Firm in conducting similar assignment:		Please attach a separate sheet, if required Details of credentials
Number of persons who are proposed to be associated for executing the assignment with name including that of the Team Leader		Resume of the identified team persons in the format enclosed as CV format to this document

We confirm that all the details mentioned as required above and the documents/enclosures submitted in support of the same are true and correct and if DGH observes any misrepresentation of facts on any matter at any stage of evaluation, it has right of rejecting the Bid.

We have understood the scope of work and undertake to execute the assignment as per the requirement of RFP.

Date this.....day of.....,2016

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of\_\_\_\_\_

\_\_\_\_\_

## 9.0 Evaluation Criteria

Technical / Financial bids will be subjected to following evaluation process

### a) Criteria for evaluation of Technical bids:

#### Technical Evaluation

Parameter	Evaluation	Marks	Remarks
<b>Relevant experience in designing of regulatory regimes (E &amp; P) for carving out and awarding of E &amp; P blocks under different models. (20)</b> <ul style="list-style-type: none"> <li>- Projects in India/abroad with value over Rs. 30 lacs in the last 5 years in a single contract (period ending March 31, 2016).</li> </ul>	<b>No. of projects</b>  5 or more 4 3	20 14 10	Contract Date would be considered for 5 year timelines
<b>Recent Experience in Similar Project in E &amp; P hydrocarbon sector (25)</b> <ul style="list-style-type: none"> <li>- Projects of value from Rs. 30 to 50 lacs undertaken in the Oil &amp; Gas Sector in India in the last 3 years</li> <li>- Projects of value greater than Rs. 60 crores undertaken in the Oil &amp; Gas Sector in India in the last 3 years</li> </ul>	<b>No. of projects</b>  3 or more 2 1  2 or more 1	13 8 3  12 5	Copy of Signed Contract to be submitted / Contract Date would be considered for 3 year timelines
<b>Approach and Methodology (30)</b> <ul style="list-style-type: none"> <li>- Understanding of the Sector</li> <li>- Understanding of the Scope</li> <li>- Work plan and Deployment Schedule</li> </ul>	NA	30	Based upon written proposal and presentation on in DGH office at Noida. ##
<ul style="list-style-type: none"> <li>- <b>Project Team Constitution (20)</b> <ul style="list-style-type: none"> <li>o Project Head must have experience in dealing with minimum 3 projects of similar nature with fair knowledge of E &amp; P hydrocarbon industry and regulatory regime</li> <li>o At least one Team member should have more than 10 years experience in Exploration and production of hydrocarbons in a senior position</li> <li>o Legal expert with good knowledge of hydrocarbon industry\</li> <li>o Finance person must be familiar with procedure and accounting standards pertaining to E &amp; P sector of hydrocarbon industry</li> </ul> </li> </ul>		05       05       05	

		05	
- <b>Bidder should have presence and offices in India</b>		05	

*## Presentation time allocation for convenience can be coordinated with communication with Dr. Anil Sood (0120-2472011 & 0120-2472000). Tentative time is 10.30 am onwards at Ground Floor at DGH Office OADB Bhawan, Tower-A, Plot No. 2, Sector-73, Noida. Firms who could not make up for this for some unavoidable reasons will be evaluated only on submitted written proposal basis and time extension will not be permitted on account of urgency of finalization of the tender. Date for the same will be conveyed later to the parties qualified on the basis of Evaluation Criteria.*

## **b) Financial bid evaluation**

The bid will be graded as L1, L2 and L3 etc. where L1 vendor is the one who has quoted the lowest amount.

## **10 Selection of the Consultant**

The final selection of the Consultant will be as under:

- All the consultants who qualify in the technical evaluation round, their technical proposals will be allotted weightages of 60%
- The financial proposals of the qualified consultants will be allotted weightages of 40%
- Proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.
- Highest Point Basis. On the basis of the combined weighted score, the consultants shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be considered for award of the contract.

## **11. No commitment to accept final lower or any bid:**

DGH shall be under no obligation to accept the lowest quoted, highest ranked or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The consultant should comply with the entire detailed bid evaluation criterion. Non-compliance will entail rejection of the offer, summarily. DGH reserves its rights to verify/evaluate the claims made by the consultant, independently.



## SCHEDULE OF RATES

### FINANCIAL BID (To be included in Financial Proposal Envelope)

Date:

Directorate General of Hydrocarbons (DGH)  
(Under Ministry of Petroleum & Natural Gas)  
OIDB Bhawan, Plot No 2, Sector 73,  
NOIDA  
Sir,

With reference to DGH Tender Enquiry No. MM-12015/5/2016-DGH /ENQ-0xx we hereby submit the Financial Bid (fees) for the assignment proposed by DGH as Hiring of Consultant for Revising and modifying Model Revenue Sharing Contract, Finalizing the process of Open Acreage License procedure for award of blocks and incorporating the necessary changes in Notice Inviting Offer. vide our quotation reference Number\_\_\_\_\_dated\_\_\_\_\_May, 2016

	Parameter	Amount in INR	Remarks
1	Lump sum Professional Fees for attached Scope of Work and deliverables as detailed in Annexure IV of tender documents		The assignment should assume period of two months.
2	Extra Man days charges beyond Contract duration due to reasons described at Clause No 6 in Terms of Reference and Scope of Work in Annexure V		
2.1	Mandays rate for Sr. Consultant		
2.2	Mandays rate for Consultant		

L1 will be established on lowest quote basis for Item No. 1. Item Nos. 2.1 & 2.2 will be negotiated if those are not the lowest quotes to bring the same to reasonable levels.  
The above rates are not inclusive of applicable service tax and Service tax will be paid as applicable.

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

**A. Eligibility criteria for the bidder:-**

Bidder should be DGH identified agency who has been issued this limited tender and all unsolicited bids will be out rightly rejected.

**BID REJECTION CRITERIA:**

Bidders are advised not to take any exception/deviations to the bid document. If exceptions /deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and shall be out rightly rejected.

**B.** *In order to carry out this study, it is felt that consultant should have the following experience and capabilities:*

**Qualification Criteria for bidders**

- 1 Relevant Experience in designing of regulatory regimes in Exploration and production regime (E & P including government contracts for carving out and awarding of E & P blocks in different models ( Revenue sharing /Production sharing model etc.) in accordance with relevant policies.
- 2 Bidder(s) must have executed at least one contract of similar nature of value not less than 30 lacs in last 3 years.
- 3 The bidder should have adequate experienced manpower with the company who are adequately familiar with the nature of operational activities of the upstream hydrocarbon industry.
- 4 Bidders should have presence and office located in India
- 5 Job completion documents pertaining to above criteria are to be furnished.
6. Bid should be complete covering all the scope of job/ supply and should conform to the Technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.
- 7 Time is the essence of the contract. Awarded job is to be completed within the time schedule specified in the Clause no- 5.0 of the Annexure V Special Conditions of Contract.
8. Draft Certificate at Annexure XII needs to be submitted for compliance of BEC Clause No. 1.0, to 4.0 and giving further details and voluntary disclosures regarding potential conflict of interest if any. Bid without this certification and confirmation will not be considered for evaluation and award of job.

9. The contractor has to give mandatory disclosure notifying any potential “Conflict of Interest” which can lead to “breach of trust”. Contractor has to certify that study will be carried out in an independent way with utmost care and regard to business ethics and without influence of any factors attributable or identifiable as conflict of interest.
10. Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:
- a) Arbitration clause.
  - b) Tax liability clause.
  - c) LD/ penalty clause
  - d) Termination clause.
11. Offers of following kinds will be rejected:
- (a) Bidders who do not abide by the physical bid submitting procedure and/or e bid submitting procedure as laid down in tender document. Bidders whose physical bids have not been received on closing and opening date and have either not submitted e bid or there e bid attachment is/are not open able on bid closing/opening date mentioned in tender. Where ever bids have been received by e mail on time and could be opened properly; the hard/physical duly signed copy in original of same identical bids have not been received within 2 days of tender opening.
  - (b) Offers made by Agents/Consultants/Retainers/Representatives/Associates of foreign principals.
  - (c) Offers which do not confirm unconditional validity of the bid for 60 days from the date of opening of bid.
  - (d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
  - (e) Offers which do not conform to DGH’s price bid format.
  - (f) Offers which do not confirm to the contract period indicated in the bid.
  - (g) Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).
  - (h) Offers not accompanied with a declaration to the effect that the bidder have any fixed establishment or permanent address in India. (Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).
14. Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor’s personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
15. Indian agent is not permitted to represent more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors ) shall be rejected in that tender.

- 12.** If any of the clauses in BRC contradict with other clauses of the tender elsewhere than the clause in the BRC shall prevail.

**C. BID EVALUATION CRITERIA (BEC)**

- 1.0** The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid
- 2.0** For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. Selling (market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, the B.C. Selling(market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0** The bidders must quote their charges/rates in the manner as called for vide “Schedule of rates” under section-VI and the summarized PRICE BID FORMAT. Bids will be evaluated on as per the evaluation criterion detailed in Special Conditions of the contract Annexure V Clause No 8, 9 & 10. Evaluation will be done as detailed in special conditions of the contract on QCBS basis by giving technical weightage of 60% and commercial/financial weightage of 40%. (Refer special conditions of contract for detailed procedure)

The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

**COMPLIANCE STATEMENT \***

Date .....

**Tender Enquiry No. MM-12015/5/2016-DGH /ENQ-0xx**

To,

Directorate General of Hydrocarbons  
OIDB Bhawan,  
Tower A, Plot No.2, Sector-73,  
NOIDA-201301.

Sirs,

Having examined the Bidding Documents including Annexures, the receipt of which is hereby duly acknowledged, I / We, the undersigned, offer to undertake the job of Validation / Endorsement of Field Development Plan in conformity with the said Bidding Documents for the sum/s as may be ascertained in accordance with the schedule of prices attached with the Price Bid.

I / We undertake, if my/our bid is accepted, to commence the study with effect from the date of receipt of LOA.

If my/our bid is accepted, I/We hereby undertake to submit within 7 days of the date of issuance of the said LOA / Award of Contract, a bank guarantee for 7.5% of ordered value for the execution of the order.

I / We agree to abide by this bid for a period of 60 days from the date fixed for bid opening and it shall remain in force and shall be binding upon us and may be accepted at any time before the expiry of the said prescribed period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us and we shall not be entitled to any modification or any additional rights not conferred in the documents referred to herein above.

I / We understand that you are not bound to accept the lowest bid or any bid you may receive and hereby undertake not to contest the same before any forum.

Dated this ..... day of .....2016

.....  
(Signature)

.....  
(in the capacity of)

Duly authorised to sign bid for and on behalf of .....

\* To be submitted with Technical Bid.

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

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

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its registered office OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida-201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

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

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

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

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

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

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
6. The foregoing obligations shall expire on the 5th anniversary of the effective date of the Agreement.
7. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of the Government of India.

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

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**DIRECTORATE GENERAL OF HYDROCARBONS**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Format for Permanent Establishment and Adm. Office**

**PERMANENT ESTABLISHMENT DECLARATION FORM**  
(On Bidder's letter head)

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

\_\_\_\_\_  
Signature & Seal of the Bidder  
Name.....  
Address.....



**Proforma of Bank Guarantee towards Performance Security.****PERFORMANCE GUARANTEE**

Ref. No.

Bank Guarantee No.

Dated.

To,

Directorate General of Hydrocarbons,

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

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

**1.2** We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

**1.4** The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or

enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this .....day of .....2016 at .....

WITNESS NO. 1

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

-----  
(Signature)  
Full name, designation and address (in legible  
with Bank stamp  
Attorney as per power of Attorney No.....Dt.....

WITNESS NO. 2

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

**Performa of No- Conflict of Interest.**

Performa for undertaking and confirmation for Conflict of Interest while performing work for Revising and modifying Model Revenue Sharing Contract, Finalizing the process of Open Acreage License procedure for award of blocks and incorporating the necessary changes in Notice Inviting Offer.**MM-12015/5/2016-DGH /ENQ-043**

This is certified on the basis of best of our knowledge and understanding that we have no conflict of interest and there exist no potential Conflict Interest which can lead to breach of trust. This is also certified that in the event of award of job that study will be carried out in an independent way with utmost care and regard to business ethics and without influence of any factors attributable or identifiable as conflict of interest. We have no further mandatory disclosures/The necessary mandatory disclosures are enclosed with Annexure. (Strike out not applicable)

Dated this ..... Day of .....2016.

.....  
(Signature)

.....  
(in the capacity of)

Duly authorized to sign bid for and on behalf of .....