



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

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:

<b><u>Bid Document No-MM-12015/8/2017-DGH/C-3144/ENQ/090</u></b>		
Description of Item	Bid Document available at web sites till	Bid submission Due Date & Time
Technical Service Provider to Promote the Exploration Acreage under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy (HELP)	17.11.2017	1400 Hrs

The detailed Bid Documents can be viewed / downloaded from DGH's web site [www.dghindia.org](http://www.dghindia.org) or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Documents shall be uploaded on aforementioned websites only. Hence, bidders shall view the said websites regularly.

**Directorate General of Hydrocarbons**  
**(Ministry of Petroleum & Natural Gas)**

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

**FORWARDING LETTER FOR INVITATION TO BID**

To,

Sub : Technical Service Provider to Promote the Exploration Acreage under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy

Sir/s,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tenders in duplicate for providing aforesaid services.

The salient features of the tender are:

1	Tender No.	:	<u>MM-12015/8/2017-DGH/C-3144/ENQ/090</u>
2	Brief Description of the project	:	Technical Service Provider to Promote the Exploration Acreage under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy (HELP).
3	Type of Bid	:	International Open Tender under 2 Bid System (Techno-commercial Bid & Price Bid)
4	Document Download / Sale End Date	:	17.11.2017
5	Bid Closing Time & Date	:	1400 Hrs (IST) on 17.11.2017
6	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
7	Bid Opening Time, Date & Place	:	Techno-commercial bid : 1500 Hrs. (IST) on the same day as Bid Closing as above, and at the same address as above. Price bid : Opening time and date shall be intimated to technically qualified bidders.
8	Bid validity	:	90 days from bid closing date.
9	Amount of Bid Bond (DD or original Bid Bond in the form of Bank Guarantee to be enclosed with the Techno-commercial Bid only)	:	US\$ 15,400.00 (for Foreign bidders) or INR10,00,000.00 (for Indian bidders) Bid Bond in the form of a Bank Guarantee to be valid for 45 days beyond the validity of the bids asked for in the Bid Documents.
10	Amount of Performance Guarantee to be submitted only	:	5% of the Contract value to be submitted within 21 days of the letter of Award (LoA).

	by the Successful Bidder.		Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 6 months beyond the expiry of the tenure of the contract.
1 1	Signing of Contract	:	Contract is to be signed within 30 days of date of issue of LOI.
1 2	Mobilization & Commencement of work	:	As per Scope of Work.
1 3	Time period for completion of work	:	As per Scope of Work.
1 4	Quantum of Liquidated damages for default in completion of the scope of work as per the contract.	:	At the rate of ½ % of the contract value per week or part thereof subject to a maximum of 10 % of the contract value for the period extending beyond the completion date.

Other details and terms/conditions are as per the following Annexures.

You are invited to submit your bid against the above tender.

Thanking you,

Yours faithfully

HOD (MM)

Encl: As above

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

**B. PREPARATION OF BIDS**

- 4.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language, except that any printed literature may be in another language provided it is accompanied by 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 as 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.

## **8.0 GST Liability**

- 8.1 The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)
- 8.2 The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.
- 8.3 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.
- 8.4 In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.
- 8.5 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.
- 8.6 The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.
- 8.6 GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):
- 8.7 In this case, since the liability to pay GST is on DGH as receiver of the service, the Bidder shall not include GST in the quoted prices.
- 8.8 As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.
- 8.9 As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder

## **9.0 CURRENCIES OF BID AND PAYMENT:**

The Bidders may bid in US Dollar or in Indian Rupee. For Indian bidders, payment will be made in 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.

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

## **11.0 BID SECURITY:**

**11.1** 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**.

**11.2** 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.

**11.3** Any bid not secured in accordance with sub-clause **10.2** above shall be rejected as non-responsive.

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

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

**11.6** 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.

- 11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.8 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.

**12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain **valid for 90** days after the date of bid opening prescribed by the DGH.
- 12.2 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 **11.0** 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.

**13.0 FORMAT AND SIGNING OF BID:**

- 13.1 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.
- 13.2 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.
- 13.3 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**

**14.0 SEALING AND MARKING OF BIDS:**

- 14.1 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).
- 14.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 14.3 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 \_\_\_\_\_.
- 14.4 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 \_\_\_\_\_.
- 14.5 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\_\_\_\_\_.
- 14.6 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.**
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 15.0 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.

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

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

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.

18.2 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.

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

18.4 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.

**19.0 BID OPENING AND EVALUATION:**

19.1 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.

19.2 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.

19.3 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.

19.4 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**.

- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.

#### **20.0 OPENING OF PRICE BIDS:**

- 20.1 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.
- 20.2 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.
- 20.3 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.

**21.0 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.

**22.0 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 selling 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.

- i)** Bidder shall submit evidence of legal existence of the company / consortium.
- ii)** 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.
- iii)** Bids received after bid closing date and time will be rejected.
- iv)** 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.
- v)** 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.
- vi)** 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.
- vii)** Any bid containing false statement will be rejected.
- viii)** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –
  - (a) Performance Guarantee Bond Clause
  - (b) Force Majeure Clause
  - (c) Tax Liabilities Clause
  - (d) Arbitration Clause
  - (e) Acceptance of Jurisdiction and Applicable Law
  - (f) Liquidated damage cum penalty clause
  - (g) Safety & Labour Law
  - (h) Termination Clause
  - (i) Conflict of Interest Clause
  - (j) Language of Bid

**(A) TECHNICAL:-**

**1.0 EXPERIENCE :**

**1.1 Bidder shall meet the following minimum criteria :**

- a. The bidder must have capability to provide dual monitor PC based workstations with interpretation facilities for physical data room services. They must have the technical know-how to load 2D & 3D seismic and well log data including managing E&P data on workstation with knowledge of system management. Bidder must have completed such type of work for at least five E&P companies or oil & gas directorates in the last five years in India or in any other country. Bidder should provide details of the companies for which they have provided such type of activities. Necessary supporting documents need to be attached along with the bid.
- b. The bidder must have at least five geoscientists under their direct employment as dedicated seismic and well data management specialists working to established data loading and quality control processes and procedures. Bidder must provide CVs of such specialists and examples of data loading with QC workflows and procedures.
- c. The bidder must have offices or their representatives or agents abroad to facilitate arranging of Physical Data Rooms at Noida/Delhi,London, Dubai, Houston & Singapore. Necessary documentary proof is to be provided by the bidding company

**1.2 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.**

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

- a. The Leader of consortium should satisfy the minimum experience requirement as per Para 1.1
- 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\$ 2,31,500.00** (equivalent to **Rs. 1.5 Crore**) during the last 3 years ending on **the last day of the last financial year**.

**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 (1.1)** 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.
- (d) Write up on similar assignment executed in last 5 years.

**D. 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.**

## **E. GENERAL**

### **1.0** Offers of following kinds will be rejected:

- (a) Offers made without Bid Bond /Bank Guarantee/Earnest money along with the offer
- (b) Bids sent through Fax/ E-mail/Computer floppy/CD/Pen Drive shall not be accepted. DGH takes no responsibility for delay, loss or non- receipt of bid sent by Post/Courier.
- (c) Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- (d) Offers which do not confirm unconditional validity of the bid as asked for in the Forwarding Letter.
- (e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- (f) Offers which do not conform to DGH's price bid format.
- (g) Offers which do not confirm to the contract period indicated in the bid.

### **2.0** 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 grand total i.e X+Y s given in the last row of the Price Format.

### **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:** Please refer the Scope of Work.
- 2.4 **DURATION OF CONTRACT:** As per scope of work. The terms and conditions shall continue during the currency of the contract.

**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.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract (Part 3/ Section –III) provide all personnel 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 by DGH as per 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 and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per 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/field site, 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 **GST:**
- 8.9.1 The Contractor will have to bear all GST 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

## **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 telex or Fax and confirmed in writing to the applicable address specified below :

#### **DGH**

##### **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 (HELP) & HoD (DSF)  
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

##### **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 %. Dealy 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 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 5% 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 with-held 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**

**PART 3**  
**SECTION – II**

**SCOPE OF WORK / TERMS OF REFERENCE**

Government of India wishes to offer exploration acreages for exploration of oil and gas under Discovered Small Fields-II & Hydrocarbon Exploration Licensing Policy (HELP). In order to assist in effective promotional campaign for the acreages on offer, Government wishes to engage a Technical Service Provider who will provide full set for Online Data Room and complete provision including operation and maintenance of Physical Data Rooms at various locations

The detailed item wise scope of work for Physical Data Rooms is given below:

The Contractor is required to provide one room measuring about 10 x 15 ft either in their own office or in a centrally located hotel at each of the cities of Noida/Delhi, London, Dubai, Singapore, Houston. DGH may request Contractor to provide additional (2nd) similar Data Room with one week notice/intimation. Payment for the second Data Room will be made as per the bid received for first data Room, as per the actual number of days of opening of these rooms.

- 1 Contractor is required to prepare block specific projects as per the requirement of DGH for data viewing purpose in interpretation software.
- 2 Contractor to provide Dual monitor 21" screen PC based workstation with high speed processors capable of viewing 3D seismic data and with basic interpretation software for physical data viewing by E&P companies with manpower, details for which has been given below under the head location and facilities for physical data rooms, within 20 days after LOA.
- 3 Contractor is required to depute a representative to provide Hardware and Software support in each data room for the total period.
- 4 Contractor should take initiative to communicate and mobilize the E&P Companies to the respective data rooms of DGH for data viewing.
- 5 Total volume of the E&P data (2D, 3D SEG Y, Log data and HTML data) for on physical data rooms may be in the range of 200-250 GB for DSF-II and 1-1.5 TB for HELP
- 6 DGH representative will check the quality of data loaded and the performance of the Work Stations before viewing by companies and it will be considered as the start date for the project.
- 7 The number of days the physical data room will be opened is indicated below, if the number of working days increases / decreases, payment will be made on pro-rata basis.
- 8 In case of shut down of the workstation due to any reason, the payment will be deducted at twice the pro-rata rate for the period of non-availability.

**Location and Facilities for Physical Data Rooms for DSF-II :**

New Delhi/Noida: Two PC based work station with Dual Monitors for a period of 60 working days, in local working hours

London:- One PC Based Work Stations with Dual Monitors for a period of 20 working days, in local working hours.

Dubai:- One PC Based Work Stations with Dual Monitors for a period of 20 working days, in local working hours.

**Location and Facilities for Physical Data Rooms for HELP :**

New Delhi/Noida: Two PC based work station with Dual Monitors for a period of 60 working days, in local working hours.

Houston : One PC Based work Stations with Dual Monitors for a period of 20 working days, in local working hours.

London: One PC Based work Stations with Dual Monitors for a period of 20 working days, in local working hours.

Singapore: One PC Based work Stations with Dual Monitors for a period of 20 working days, in local working hours.

Dubai: One PC Based work Stations with Dual Monitors for a period of 20 working days, in local working hours.

**Other General Activities and Guidelines:**

- i) The bidder shall establish offices/ representative / agents in locations of PDRs, if not existing already.
- ii) The bidder to have direct asses to the E&P companies for worldwide dissemination of information.

**END OF SECTION -II**

**PART3**  
**SECTION - III**

**SPECIAL CONDITIONS OF CONTRACT**

**1      Payment Terms:**

Payment will be made as per actual utilization of services after completion of services at each location.

100% payment for block specific projects shall be released after successful design of the project by contractor and acceptance by DGH

100% payment for a particular location shall be made on completion of physical data rooms of that particular location

2.      Contractor shall be ready to provide services within 21 days from LOA/Date of handover of physical data
3.      Return of Data provided by DGH: The data received from DGH in soft & hard form 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.      Security & safety of Data: Safety & Security of the data 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.

**END OF SECTION - III**

**PART3**  
**SECTION - IV**

**PRICE BID FORMAT / SCHEDULE OF RATES**

**For HELP**

	Activity	Quantity (A)	Unit	Rates per Unit (B)	GST Rate	GST Amount (C)	Total(D=A*B+C)
1	<b>Design of Block Specific projects</b>	1	No				
Sub Total X1							
2	<b>Physical Data Viewing as per section II for following locations</b>						
a.	Houston	20	Working Days				
b.	London	20	Working Days				
c.	Dubai	20	Working Days				
d.	Singapore	20	Working Days				
e.	Delhi/Noida	60	Working Days				
Sub Total X2							
3	<b>Space Rent For data Rooms (One Room for each of the following locations)</b>						
a.	Houston	20	Working Days				
b.	London	20	Working Days				
c.	Dubai	20	Working Days				
d.	Singapore	20	Working Days				
e.	Delhi/Noida	60	Working Days				
Sub Total X3							
Total Cost X=X1+X2+X3							

**For DSF-II**

	Activity	Quantity (A)	Unit	Rates per Unit (B)	GST Rate	GST Amount (C)	Total(D=A*B+C)
1	<b>Design of Block Specific projects</b>	1	No				
Sub Total Y1							
2	<b>Physical Data Viewing as per section II for following locations</b>						
a	London	20	Working Days				
b	Dubai	20	Working Days				
c	Delhi/Noida	60	Working Days				
Sub Total Y2							

3	<b>Space Rent For data Rooms (One Room for each of the following locations)</b>						
a	London	20	Working Days				
b	Dubai	20	Working Days				
c	Delhi/Noida	60	Working Days				
Sub Total Y3							
Total Cost Y=Y1+Y2+Y3							
<b>Grand Total (X+Y)</b>							

Currency of quote (Bidder to indicate)	
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**NOTES:**

1. The contract price should be inclusive of all taxes, levies, duties, etc and shall be borne by the bidder within this price. The bidder should separately indicate the tax rate and the quantum of taxes included in their price bid.
2. In case of foreign bidders who do not have any permanent establishment in India GST will be born by DGH. However, at the time of evaluation, GST as per applicable rate shall be loaded on the portion of services which attract GST
3. Bidders are required to quote for all locations indicated in the above Price Format. Evaluation will be done on grand total i.e X+Y s given in the last row of the Price Format.
4. Price should be quoted strictly in accordance with the Price Format. Other wise the bid is liable for rejection at the discretion of DGH.
5. Working Days means Monday to Friday except local holidays.
6. The increase in Quantity on pro rata basis will be binding on "as and when required basis".
7. The quantities detailed above are tentative figures for purpose of evaluation only. The final payment will be as per actual only and as per final quantity approved by Gol/DGH

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**END OF SECTION – IV**

**PROFORMA LETTER OF AUTHORITY**

To,

M/s. Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No.2, Sector-73,  
NOIDA-201301, UP India.

Sir,

**Sub: DGH's Bid Document No.**

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

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Authorized e-Mail id :**

**Authorized Fax No :**

**Seal of the Bidder:**

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

**BID FORM**

To  
M/s. Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No.2, Sector-73,  
NOIDA-201301, UP India.

**Sub: Bid document No.**

***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 \_\_\_\_\_ 2013.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

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

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

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

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Proforma for Permanent Establishment in India**

Date .....

Bid Document No. ....

To,

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



**PROFORMA OF BANK GUARANTEE FOR BID BOND**

( To be submitted on a non-judicial stamp paper )

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

**Directorate General of Hydrocarbons,**

OIDB Bhawan; Tower-A, Plot No.2,

Sector-73

NOIDA-201301

Sirs,

1. Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector -73, NOIDA-201301 (herein after called "DGH" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrator, executor and permitted assigns) has floated a tender to undertake the contractual services for carrying out jobs under skilled, semiskilled and unskilled category for the period of three years and M/s \_\_\_\_\_ having its Head/ Registered Office at \_\_\_\_\_ (hereinafter called the "Tenderer"/ "bidder" which expressions shall unless repugnant to the context or meaning thereof mean and include all its successors, administrator, executors and permitted assigns have submitted a bid reference No. \_\_\_\_\_ and tenderer/bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Indian Rs. .... (in figures) (Indian Rs. .... (in words) only for the due performance to tenderer's / bidder's obligations as contained in the terms of the Tender Documents and other terms and conditions contained in the Tender Documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said document.
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 assigns) do hereby guarantee and undertake to pay immediately on first demand to the DGH any money or all money payable by the Tenderer /bidder to the extent of Indian Rs. .... (in figures) (Indian Rs. .... (in words) in aggregate at any time without any demur, reservation & recourse or protest and or without any reference to the Tenderer/bidder. 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 notwithstanding any disputes or differences raised/ pending before any forum between bidder and the DGH.
3. The bank confirms that this guarantee has been issued with due observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent Indian courts of the place from where the BG has been issued.
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 / herein above our liability under this guarantee is limited to Indian Rs. .... (in figures) (Indian Rs. .... (in words) only and it shall remain in force until (indicate the date of expiry of the bank guarantee) unless extended further. We must receive any claim/s under this Guarantee before the said expiry/ extended date/s and if no such claim/s has been received by us within the said date/ extended date/s, rights of DGH under this Guarantee will cease. However, if we have received such a claim within the said date or the extended date/s the rights of DGH under this Guarantee shall be valid and subsisting and will not cease until we have satisfied the said claim/s.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 \_\_\_\_\_ at \_\_\_\_\_.

**WITNESS No. 1**

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

\_\_\_\_\_  
(Signature)  
  
Full Name, designation &  
official Address (in legible  
letters) with Bank Stamp  
  
Attorney as per power of  
Attorney No. \_\_\_\_\_  
Date : \_\_\_\_\_

**WITNESS No. 2**

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

**BANK GUARANTEE FORM**

(To be submitted on non-judicial stamp paper)  
PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_/ \_\_\_\_/ \_\_\_\_\_

To

**Directorate General of Hydrocarbons**

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

NOIDA-201301

INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at OIDB, Sector-73, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of award (LOA)/ Contract dated \_\_\_\_\_ to M/s. \_\_\_\_\_ having its registered / head office at \_\_\_\_\_ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs \_\_\_\_\_ for the faithful performance of the entire contract as mentioned in the LOA.
2. We \_\_\_\_\_ (name of the bank along with address, Telex No., Fax No.) registered under the laws of \_\_\_\_\_ having our head / registered office at \_\_\_\_\_ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Indian Rs. .... (in figures) (Indian Rs. .... (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the 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 the 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 Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
4. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of

the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.

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 until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed by and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the BG has been issued.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. .... (in figures) (Indian Rs. .... (in words) and it shall remain in force until \_\_\_\_\_ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Full Name & designation  
and official address ( in legible letters )  
with bank stamp

(Signature)

WITNESS NO.1

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

Attorney as per power of Attorney

Full name and Official address  
(in legible letters)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS NO.2

---

(Signature)

Full Name and Official address  
(in legible letters)

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at OADB Bhawan, Tower A, Plot No.2, Sector-73, Noida 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 No. .... 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 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	for and on behalf of Contractor
Directorate General of Hydrocarbons (DGH)	(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA FOR BIO DATA OF KEY PERSONNEL**

AFFIX  
PASSPORT SIZE  
PHOTOGRAPH

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

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**



**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

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

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its office at 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 employees who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
  - a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
  - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
  - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;Or

- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

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

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

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

\_\_\_\_\_

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

DIRECTORATE GENERAL OF HYDROCARBONS

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



**CHECK LIST**

<b>Sr. No.</b>	<b>Activities</b>	<b>Yes/No</b>
<b>1</b>	Bidder has submitted the evidence of legal existence of the company / consortium	
<b>2</b>	Whether the bidder has capability to provide PC workstation with interpretation software for physical data viewing	
<b>3</b>	Bidder has provided Physical data room facilities to five E&P companies in the last five years in India or abroad.	
<b>4</b>	Whether the bidder is having technical capability to load and manage E&P data on website for online data viewing	
<b>5</b>	Bidder has provided the CV's of employed Geoscientists.	
<b>6</b>	Bidder agrees for all activities as per Section II	
<b>7</b>	Bidder has agreed to submit requisite Bank Guarantee	
<b>8</b>	Bidder has offices abroad and has representative / agent in other centers where the data room facilities, data viewing facility, are planned.	
<b>9</b>	Bidder has its own publication	
<b>10</b>	Bidder agrees for not to assign any job to third party	
<b>11</b>	Bidder agrees for confidentiality clause given in the document.	
<b>12</b>	Bidder agrees to perform all activities as per the schedule given by MOP&NG / DGH.	
<b>13</b>	Bidder agrees for termination clause given in the document.	
<b>14</b>	Bidder agrees for the penalty clause given in the document.	
<b>15</b>	Exceptions if any (if yes, enclose exceptions)	

Signature of the bidder -----

\* Check list must be submitted along with Techno-Commercial bid.