



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
Plot No.2, OIDB Bhawan, Sector 73, Noida-201301
Ph: 0120 – 247 2000. E-mail: mm@dghindia.gov.in

(E-Tender Notice)

INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)
Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for **“Hiring of Knowledge Partner for DGH Noida”**, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

Bids shall be submitted by 1400 hrs on 12.09.2019.

E-Tender No.	Description of Item
MM-12015/5/2019-DGH/C-4716/ENQ/164	Hiring of Knowledge Partner for DGH Noida

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/ Technical Specifications etc. in particular before bidding.

DIRECTORATE GENERAL OF HYDROCARBONS
MINISTRY OF PETROLEUM & NATURAL GAS
GOVERNMENT OF INDIA
NOIDA

E-TENDER NO.: MM-12015/5/2019-DGH/C-4716/ENQ/164

TENDER DOCUMENT
FOR

Hiring of Knowledge Partner for DGH Noida

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

Phone No : (+91)-120-2472000	Office of : Director General (DGH)
Tele Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA

FORWARDING LETTER

To,

Sub: E-Tender for “Hiring of Knowledge Partner for DGH Noida”.

Dear Sir,

1.0 Open Indigenous Competitive Basis tender under two bid system are invited in e-form from prospective Bidders through CPP e-bidding portal at <https://eprocure.gov.in/eprocure/app> for the above said service/work/supply/job, as per **Annexure-IV** at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	E-Tender No.	MM-12015/5/2019-DGH/C-4716/ENQ/164
2	Brief Description of the Services / Scope of Supply	Hiring of Knowledge Partner for DGH Noida
3	Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	12/09/2019 at 14-00 hrs.(IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	₹11,00,000/- DD/ Bid Bond in the form of a Bank Guarantee to be valid up to 45 days beyond the final bid validity period.
9	Performance Guarantee to be submitted only by the successful Bidder	7.5% of the Total Contract value to be submitted within 21 days after placement of letter of award. Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 60 days beyond the date stipulated for completion of the contract.
10	Duration of the Contract	One year from the date of commencement of contract extendable to one more year subject to review of requirement and performance.
11	Eligibility Criteria	As per Annexure-III of Tender document.

- 2.0** Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 3.0** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 4.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 6.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Cl. No. 7.0 of Annexure-I of bid document.
- List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-9 of Annexure-I of Bid document.
- 7.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 8.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 9.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 10.0** Other details and terms/conditions are as per the following **Annexure I - VI**.

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

Thanking you,

HOD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER: - (Please refer to “Technical & Commercial Rejection Criteria at **B1** of Bid Evaluation Criteria under **Annexure-III**).

2.0 PRE BID CONFERENCE: Not Applicable.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 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 bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

B. THE BIDDING DOCUMENT**5.0 CONTENT OF BIDDING DOCUMENTS**

5.1 The services/scope of supply required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

Annexure-I : Instructions to Bidders with following Appendices.

Appendix-1 : Bid submission proforma.

Appendix-2 : Proforma of Authorization Letter for Attending Tender Opening.

Appendix-3 : Proforma Certificate on relatives of DG/Directors of DGH

Appendix-4 : Proforma for Changes/Modifications Sought by Bidders.

Appendix-5 : Bid Bond Bank Guarantee proforma.

Appendix-6 : Bank Guarantee for Performance Security

Appendix-7 : Undertaking / Declaration

Appendix-8 : Pre Contract Integrity Pact

Appendix-9 : List of documents to be uploaded/submitted along with techno-commercial bid

Annexure-II : General Terms & Conditions of Contract

Annexure-III: Bid Evaluation Criteria

Appendix-10 : Details of bidder

Appendix-11 : BEC Matrix

Annexure-IV: Scope of work/service

Annexure-V : Price Schedule

Annexure-VI : E-Bidding Instructions to Bidders

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

6.0 CLARIFICATION ON BID DOCUMENT

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

7.0 AMENDMENT OF BID DOCUMENT

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

7.2 The Addendum will be hoisted on DGH's website and Gol's Public Procurement Portal only and all bidders are advised to visit aforesaid websites till the bid submission date to update themselves about modifications to the Bid documents, if any, in order to submit their offer accordingly.

7.3 In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

C. PREPARATION OF BIDS

8.0 SUBMISSION OF BID

8.1 The bidders shall submit the bids electronically and sign digitally.

8.2 Tenders are invited online through Single stage and two envelope or bid systems. The first electronic envelope/bid is techno-commercial bid envelope and second electronic envelope is financial bid envelope.

8.3 The bidder shall submit Techno-Commercial & Financial bids simultaneously.

Note: Techno-Commercial bid will be evaluated first and thereafter financial bids of qualified bidders only shall be opened.

8.3.1 The techno-commercial bid electronic envelope will contain the follows:

- a. Scanned copy of the following original documents:
 - i. DD/ Bid Bond for EMD.
 - ii. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- b. Bid document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-9.

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder.

8.3.2 The Financial bid electronic envelope will contain: Scheduled of Rate/Price Schedule.

Note: Detailed instructions regarding online bid submission are available in Annexure-VI of Tender Document as “E-Tendering instructions to the bidders”.

8.4 Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:

- i) DD/ Bid Bond (Original) for EMD/Bid security.
- ii) Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- iii) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, Physical documents against e-Tender No. _____, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/ delivered elsewhere or late.

8.5 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

8.6 The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

8.7 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.

8.8 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

9.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

9.1 Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH’s requirement may be rejected without seeking any clarification.

9.2 Prevailing Government guidelines regarding Tender Fee /Bid Security /Performance Security / Purchase or Price Preference shall be applicable, provided the bidder submits necessary evidence for eligibility, along with the bid.

10.0 BID PRICES

10.1 The bidders shall indicate on the attached price schedule the net unit prices (wherever applicable).

10.2 Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the 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 of bid shall be made accordingly.

10.3 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

10.4 Bidders are not allowed to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

10.5 Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

10.5.1 Bidders may take note there would be NO customs duty exemption available for business tendered with DGH.

10.6 Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

10.7 GST Liability:

10.7.1 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)

10.7.2 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.

10.7.3 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.

10.7.4 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.

10.7.5 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 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.

10.7.6 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.

10.7.7 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): In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.

10.7.8 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.

11.0 PAYMENT TERMS: Refer Payment terms described under Special conditions of contract at Annexure-IV.

12.0 MODE OF PAYMENT

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11-digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. GST Registration Number.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

13.0 VAGUE AND INDEFINITE EXPRESSIONS

13.1 Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

14.0 PERIOD OF VALIDITY OF BIDS

14.1 The Bid shall be valid for **90 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

15.0 BID SECURITY

15.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **15.7**.

15.2 MSEs eligible as per Ministry of MSME's guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.

15.3 The Bidders not covered under Para **15.2** above must enclose the bid security with their offer with the techno-commercial bid. The amount for bid security has been indicated in the "Invitation For Bid".

15.4 The Bid Security shall be acceptable in any of the following forms:

- (i) An account payee Demand Draft in favour of "Directorate General of Hydrocarbons" payable at New Delhi valid for **90 days** from its date of issue.
- (ii) A Bank Guarantee as per **Appendix-5**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for **45 days** beyond the validity of the bids asked for in the tender.

15.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

15.6 Subject to provisions in para **15.2** above, offers without Bid Security will be ignored.

15.7 The Bid Security shall be forfeited:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 21 days of notification of such acceptance.

15.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

16.0 e-MAIL / e-BIDS CONTAINING SCANNED SIGNATURE:

Bids received in email or e-bids with scanned signature will not be considered.

d. SUBMISSION AND OPENING OF BIDS

17.0 SEALING AND MARKING OF BIDS.

17.1 Offers are to be submitted in electronically. The first electronic cover/envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

17.2 DGH reserves the right to ignore any offer which fails to comply with the above instructions.

17.3 DGH will not be held responsible for any loss or late received of e-bid due to server problem and others.

17.4 DGH will not be held responsible for the loss of or for the delay in postal transit.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 The e-bid must be received by the DGH electronically not later than **1400 Hrs** (IST) on the notified date of closing of the tender. Required original documents, as mentioned at 8.4 of Annexure-I, must be reached before the tender closing date and hours at the following address:

**HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301**

Original documents sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs.** (IST) on the specified date. **Original documents received by post without proper superscription of Physical Documents against Tender number_____, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

19.0 LATE BIDS

19.1 Bidders are advised in their own interest to ensure that e-bid and required physical documents against tender must reach the specified office well before the closing date and time of the bid.

19.2 Physical documents received after closing date and time of the bid, will be rejected and returned unopened.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 No e-bid may be modified after the dead line for submission of bids.

21.0 OPENING OF BIDS

21.1 The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix- 2** hereto must be forwarded to this office along with bid and a copy of this

letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

21.2 Price Bids of the technically qualified Bidders will be opened on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.

21.3 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

e. EVALUATION OF BIDS

22.0 EVALUATION AND COMPARISON OF BIDS

22.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at **Annexure-III**.

23.0 UNSOLICITED POST TENDER MODIFICATIONS

Unsolicited post-tender modification will lead to straight away rejection of the offer.

24.0 EXAMINATION OF BID

24.1 The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.2 **DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the bid Evaluation Criteria of the bidding document will be rejected.**

25.0 SPECIFICATIONS

25.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

26.0 PURCHASE PREFERENCE: (NOT APPLICABLE)

Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

f. AWARD OF CONTRACT

27.0 AWARD CRITERIA

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

28.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

28.1 DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

29.0 NOTIFICATION OF AWARD (NOA)

29.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon the successful bidder's furnishing performance security, pursuant to clause 30, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

30.0 PERFORMANCE SECURITY:

30.1 Successful bidder shall submit the performance security, 7.5% of Total contract value with validity 02 months beyond the duration of contract, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix-6** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

30.2 The performance security specified above must be valid as per time period mentioned above at 30.1, to cover the performance and obligations indicated under General Terms & Conditions/contract. 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.

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

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

31.0 SIGNING OF CONTRACT:

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The contract against this tender will be governed in accordance with the General Terms & Conditions of Contract at **Annexure-II**. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

BID SUBMISSION PERFORMA

MM-12018(24)/1/2019-DGH/C-4488/ENQ/160 Bidder's Telegraphic Address:

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till **90 days from the date of closing of bid.**

2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.

3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-III**, and accepted the "General Terms and Conditions" at **Annexure-II** for providing services/work/job, and have thoroughly examined and complied with the Scope of Supply/Schedule of Rates etc at **Annexure-IV/V**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of
the Bidder

Name_____

Seal of the Company

Dated

Signature of witness

Address

Note: This form should be returned along with offer duly signed.

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No.

Date.....

To,

The

Directorate General of Hydrocarbons.

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

Subject: Tender No. MM-12018(24)/1/2019-DGH/C-4488/ENQ/160 **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr.for information and for production before the HoD (MM) at the time of opening of bids.

**PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH**

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons (DGH).

We certify that to the best of my/our knowledge:

- (i) I am not a relative of any DG / Director of DGH;
- (ii) We are not a firm in which a DG / Director of DGH or his relative is a partner;
- (iii) I am not a partner in a firm in which a DG / Director of DGH or his relative is a partner;
- (iv) We are not a private company in which a DG / Director of DGH is a Member or Director;
- (v) We are not a company in which DG / Directors of DGH hold more than 2 % of the paid-up share capital of our company or vice-versa.

**Authorised Signatory of
The Contracting Party**

Place...

Date...

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Note: If left blank, it will be construed that bidder has **not taken** any exceptions/ deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.

**Proforma of Bank Guarantee towards Bid Security
BID BOND**

Ref. No.....

Bank Guarantee No.....

Dated

To,

Directorate General of Hydrocarbons

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

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) _____ registered under the laws of _____ having its head/registered office at _____ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

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

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes forty-five days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

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

(Signature)
Full name, designation and
official address (in legible
letters) with Bank stamp.

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

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

Notes: The expiry date as mentioned in clause **5 & 6** should be arrived at by adding **45** days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

Proforma of Bank Guarantee towards Performance Security.

PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No.

Dated.

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

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)
with Bank stamp

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

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

WITNESS NO. 2

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

Undertakings / Declaration (To be submitted at Company's letter head)

Tender No. MM-12015/5/2019-DGH/C-4716/ENQ/164 for "Hiring of Knowledge Partner for DGH Noida".

1. GST Tax Registration (*strike off whichever is not applicable*)

We have submitted a copy of valid GST registration certificate under Goods and Service tax rules.

OR

We undertake to submit copy of requisite Goods and Service tax registration certificate along with the first invoice under the contract.

2. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
3. We hereby undertake that all the documents/ certificates / information submitted by them against the tender are genuine.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

PRE CONTRACT INTEGRITY PACT**1.0 General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2019, between, on one hand, through Shri. , Head of Department (Materials Management/____) Directorate General of Hydrocarbons (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri _____, Designation of person Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into, this Integrity Pact and agree as follows:

2.0 Commitments of the BUYER:

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with, the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER as per clause incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%. higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/service/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/service/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitor/s

8.1 The BUYER has appointed Independent Monitor/s (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be mentioned).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDERI Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all

meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

**LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH
TECHNICAL-COMMERCIAL BID**

A. List of Documents to be uploaded in Techno-commercial electronic envelope:

The tenderer shall upload the following digitally signed documents along with techno-commercial bid. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. DD/Bid bond as EMD in the prescribed format as mentioned in the bid document.
2. Duly signed and scanned copy of Experience Certificate and other required documents in described at clause no. B.1 (Technical Rejection Criteria), B.2 and C at Annexure-III of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
5. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 7, 8) at Annexure-I and Appendix-10, BEC matrix i.e Appendix-11 at Annexure-III.
6. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
7. Self-attested copy of GST registration certificate or undertaking as per Appendix-8 of Annexure-I.
8. Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
9. Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
10. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

B. List of Documents to be submitted offline in original:

DD/Bid Bond for EMD (Sr. No. 1 above) and Power of attorney (Sr. No. 6 above) are also to be submitted offline in original before tender closing date and time.

GENERAL TERMS AND CONDITIONS OF CONTRACT**1.0 DEFINITIONS**

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

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

2.0 DURATION OF CONTRACT: Refer duration of Contract at Annexure-IV.

3.0 SCOPE OF WORK

The scope of work is fully described at Annexure-IV attached herein.

4.0 CONTRACTOR’S OBLIGATIONS

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

5.0 DGH OBLIGATIONS

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

6.0 CONTRACTOR'S PERSONNEL

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

7.0 REMEDY OF DEFECTS

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

8.0 LIABILITY

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

9.0 SECRECY OF CONTRACT DOCUMENTS

- 9.1 The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.

- 9.2 Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.
- 9.3 CONFIDENTIALITY AGREEMENT: Bidder will sign non-disclosure agreement with DGH. Data given by DGH will not be used for interpretation or preparation of report(s) for the third party. The bidder or their personnel shall not, either during the term or after expiration of contract, disclose any proprietary or confidential information relating to services and data base without written consent of DGH.
- 9.4 The Contractor (consulting firm) will not use the subject study for any other use (viz., promotional, further consultation etc.) during the process of completion and subsequent period during which it is being referred by GoI/DGH for ensuring confidentiality.

10.0 CHANGE IN LAW

- 10.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.
- 10.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 10.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.
- 10.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the

CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

- 10.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 10.6 Notwithstanding the provision contained in clause **10.1 to 10.4** above, the DGH shall not bear any liability in respect of:
- 10.7 Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- 10.8 Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- 10.9 Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

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 Termination on expiry of the terms (Duration):

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

- 12.2 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of *Force Majeure* under clause 10.7 hereinabove.

- 12.3 Termination on account of Insolvency:

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

- 12.4 Termination for Unsatisfactory Performance:

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

- 12.5 Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

- 12.6 Termination due to delay:

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

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

12.7 Consequences of Termination:

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

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

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

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

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

13.0 INDEMNITY AGREEMENT

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

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

14.0 ARBITRATION

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 14.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 14.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.
- 14.8 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.

15.0 APPLICABLE LAWS

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

16.0 TAXES AND LEVIES

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

17.0 PERFORMANCE SECURITY /PERFORMANCE BOND

- 17.1 The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of total contract value with validity 60 days beyond the duration of contract, in the form of Bank Guarantee from a nationalized/scheduled Bank. Contract shall be signed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).
- 17.2 DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
- 17.3 Performance Security/ Performance Bond shall be refunded/ returned to the Contractor after completion of after satisfactory execution of the work/service.
- 17.4 In the event of non-performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.
- 17.5 The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

18.0 CONFIDENTIALITY OF INFORMATION

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

19.0 CONSEQUENTIAL DAMAGE:

Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence of the parties.

20.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or

representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

21.0 WITHHOLDING

- 21.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:
- 21.2 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.
- 21.3 Contractor's un-cleared debt arising out of execution of the Contract.
- 21.4 Defective work not remedied by the Contractor.
- 21.5 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.
- 21.6 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.
- 21.7 Withholding will also be effected on account of the following:
- (i) Garnishee order issued by a Court of Law in India.
 - (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
 - (iii) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.
 - (iv) Any payment due from Contractor in respect of any unauthorized imports.

22.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION

Timely completion of this project is essential. In the event of the Contractor's default in completion of scope of work from commencement date under the contract, the Contractor will be liable to pay liquidated damages at the rate of ½% of Contract value per week or part thereof, but not exceeding 7½%. Part thereof means that part of the week will be treated as full week, e.g. a delay of one week and one or two days and so on will be treated as delay of two weeks (not for one week and one or two days) and LD will be levied accordingly. It is agreed between

the parties that the aforesaid amount of liquidated damages is a genuine pre-estimated loss in case of breach of contract and is not by way of penalty.

23.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights.
- c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

24.0 INTEGRITY PACT (applicable for tenders above ₹50,00,000/-)

The Integrity Pact, duly signed by the authorized official of DGH and contractor, will form part of this contract/supply order.

The person signing the Integrity Pact shall not approach the Courts while representing the matters to IEM/s and he/she will await his/their decision in the matter.

25.0 HOLIDAY

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

26.0 NOTICES

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

The Director General

Directorate General of Hydrocarbons

OIDB Bhawan, Tower A, Plot No. 2,

Sector – 73, NOIDA-201301, INDIA

Fax No :(0091) - 120-2472049

Contractor's Address

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BID EVALUATION CRITERIA**A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

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

B. REJECTION CRITERIA**B.1 TECHNICAL REJECTION CRITERIA:**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- i) The bids must conform to the Scope of Services and terms and conditions given in the Annexure-IV and Annexure-V of bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the Scope of Supply/ Services, Terms & conditions and Special Conditions of the contract.
- ii) The knowledge partner should be of international repute with instant recall value with considerable knowledge and experience of India and worldwide E&P sector. Further, as close coordination with DGH is required, the knowledge partner should have a base in India. Considering above, following PQC is outlined for shortlisting:
 - a) Consultant should have offices in at least 4 of the 8 countries viz. India (Delhi/Mumbai), Canada, UK, USA, Australia, UAE, Russia and Singapore and should submit proof of office and also having clients/business associations in those countries.
 - b) Consultant should have five years' experience as Consultant/Knowledge partner with contract value of Rs. 2 Crore in the last 5 years with State/Central Govt./Ministry/Central/State PSUs in Indian Oil and Gas sector.
 - c) Consultant must have experience of conducting international roadshows in the last 5 years and consultant should submit proof of completion such as Purchase Order/Work Completion certificate/Invoices.
 - d) Consultant should submit proof of having database or proof of access to database of E&P companies, service providers, investors on a global scale.
 - e) Annual financial turnover of minimum Rs. 10.00 crore during the last 3 years (period ending March 2019). In this regard, bidder should submit a duly certified copy from CA that its annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2016-17, 2017-18 and 2018-19).

To this effect in regard of above **clause (b) and (c)**, Bidder should submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents (indicating respective contracts/LOI/NOA 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/work cited above.

B.2 COMMERCIAL REJECTION CRITERIA:

The following vital commercial conditions should be strictly complied with, failing which the bid will be liable for rejection:

- i) Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- ii) **Acceptance of terms & conditions:** The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-II** and Instruction to Bidders at **Annexure-I** by attaching digitally signed tender document.
- iii) Bidders must specifically accept/comply with the following clauses as given in the tender document, failing which the offer will be rejected:
 - a) Arbitration clause.
 - b) Tax liability clause.
 - c) LD/ penalty clause
 - d) Termination clause.
 - e) Performance Guarantee Clause
 - f) Force Majeure Clause
- iv) **Offers of following kinds will be rejected:**
 - a) Offers made without Bid Security/Bid Bond/Bank Guarantee.
 - b) Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".
 - c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
 - d) Offers which do not conform to DGH's price bid format.
 - e) Offers which do not confirm to the contract period indicated in the bid.
 - f) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
 - g) Offers not accompanied by copy of PAN Card will be rejected.
 - h) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
 - i) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
 - j) Non -submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.
- v) Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. Applicable GST will be paid extra by DGH.

C. Evaluation of bids: Bidders confirming the minimum eligibility criteria (refer clause B above) will be further evaluated based on following evaluation process:

- i) Criteria for evaluation of Technical bids: All the techno-commercially qualified bidder will be evaluated on the following parameters given below, and will be awarded marks accordingly based on technical presentation (to be held at DGH office) and documents received along with technical proposal. All the bidders are advised/ instructed to submit the documentary evidence corroborating their experience in the below mentioned sector/area, approach and methodology for execution of scope of work and details of manpower (tentatively to be deployed at DGH, in case of award of contract) to gain marks against below parameters:

Parameter	Evaluation	Marks	Remarks
1. Experience of investment promotion activities for State/Central Govt. and/or Central/State PSUs in Indian Oil & Gas sector	No. of projects	10 (Max)	Required experience in years would be reckoned from the date of closing of bid. Copy of Signed Contract to be submitted /Contract Date would be considered.
a. Experience in conducting Domestic Roadshows in the last 5 financial years	10 or more 7 5	4 3 2	
b. Experience in conducting International Roadshows in the last 5 financial years	7 or more 5 3	6 5 4	
2. Experience as Consultant in Oil and Gas Sector	No. of projects	15 (Max)	
a. Projects of value from Rs. 50 lakhs to 3 crores undertaken in the Oil & Gas Sector in India in the last 5 financial years	6 or more 4 2	8 5 3	
b. Projects of value greater than Rs. 3 crores undertaken in the Oil & Gas Sector in India in the last 5 financial years	3 or more 2 1	7 6 5	
3. Experience of Project Management for IT implementation projects	No. of projects	10 (Max)	Required experience in years would be reckoned from the date of closing of bid. Copy of Signed Contract/ document stating completion from client/ Online portals created to be demonstrated within 3-year timelines.
a. Projects undertaken for establishing an IT enabled project management utility for State/Central Govt./Ministry/ Central/ State PSUs executed in the last 3 years. Project scope should include as-is analysis, assistance in onboarding of service provider, project monitoring, review of service provider's deliverables, etc.	4 or more 3 2 1	10 7 5 3	
4. Technical Presentation	Presentation	40 (max)	Based upon written

<p>Approach and Methodology for execution of the Scope of work:</p> <p>a. Understanding of E&P Sector, Scope of work</p> <p>b. IT and digitalization initiatives in E&P sector</p> <p>c. Existing E&P Policy review & Work plan envisaged</p> <p>d. Investor engagement plan and creation of content for Investment Promotion</p> <p>e. Social Media engagement including Mobile app development and published consultancy Reports and Publications for Oil & Gas sector.</p>	<p>Marks to be awarded based on sector knowledge, innovative Ideas, plan of action and demonstrable experience.</p>	<p>a. 8</p> <p>b. 8</p> <p>c. 8</p> <p>d. 8</p> <p>e. 8</p>	<p>proposal and presentation in DGH Office at Noida.</p>
5. Project Team	Team	(25 max)	
<p>a. Project Leader & Global Oil & Gas expert (One no.)</p> <p>Duration: 1 month</p> <p>Education: Post-Graduate/MBA</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Minimum 18 years of experience with at least 15 years in Oil and Gas sector • Partner with firm <p>Project Experience:</p> <ul style="list-style-type: none"> • Led at least 15 O&G projects in the last 10 years • Experience in Global and Indian Oil and Gas policies, Upstream project management, Investment Promotion in Oil and Gas Sector • Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. 	<p>Maximum 04 marks</p>	<p>04</p>	<p>The details should be evident from the CV.</p>
<p>b. Oil and Gas Leader (One no.)</p> <p>Duration: 3 months</p> <p>Education: MBA/PG or Engineering in Petroleum</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Experience of at least 12 years with 8 years in Oil and Gas sector consulting <p>Project Experience:</p>	<p>Maximum 05 marks</p>	<p>05</p>	<p>The details should be evident from the CV.</p>

<ul style="list-style-type: none"> • Work experience in oil and gas sector in India in last 5 years • Experience in Global and Indian Oil and Gas policies, Upstream project management <p>Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. will be preferred</p>			
<p>c. Project Manager (One no.) Duration: 12 months Education: Post-Graduate/MBA Professional Experience:</p> <ul style="list-style-type: none"> • Minimum 10 years of experience with at least 5 years as project manager in large Government projects. <p>Project Experience:</p> <ul style="list-style-type: none"> • Experience of leading large-scale government projects in Oil and Gas sector in last 5 years. • Demonstrable Experience of leading team in an Investment promotion project. • Demonstrable Experience of investment promotion activities in oil and gas sector in Global and Domestic locations. 	Maximum 04 marks	04	The details should be evident from the CV.
<p>d. Business Process & IT Sector consultant (One no.) Duration: 12 months Education: BE/B. Tech/MCA Professional Experience:</p> <ul style="list-style-type: none"> • Experience of at least 7 years with 5 years in IT and Business Process Consulting <p>Project Experience:</p> <ul style="list-style-type: none"> • Experience of at least 02 projects in IT project management in India in the last 5 years • Experience of at least 02 projects in process reengineering in government sector in last 5 years • Experience in implementation of at least 01 State/Central department dashboard 	Maximum 04 marks	04	The details should be evident from the CV.

<ul style="list-style-type: none"> • Experience in creating IT roadmap for at least 01 State/Central department • Experience of service provider on boarding and project monitoring will be preferred 			
e. Oil and Gas Policy experts (Two nos.) Duration: 12 months Education: Post-Graduate or Engineering in petroleum Professional Experience: <ul style="list-style-type: none"> • Work experience of at least 7 years with 5 years in Oil and Gas sector Project Experience: <ul style="list-style-type: none"> • At least 02 projects in oil and gas sector in India in last 5 years • Work experience in Upstream Oil and Gas industry will be preferred. 	Maximum 4 marks each	2 x 4 = 8 marks maximum	The details should be evident from the CV.

NOTE:

- a) All techno-commercially qualified bidders will be invited for making a presentation at DGH office. An invitation notice (for making a presentation at DGH office) will be given to all techno-commercially qualified bidders at least one-day prior to presentation date. Presentation time allocation for convenience can be coordinated with communication with DGH Team. Tentative time is 10.30 am onwards at Ground Floor at DGH Office OIDB Bhawan, Tower-A, Plot No. 2, Sector-73, Noida. Firms who could not make up for this for some unavoidable reasons will be evaluated only on submitted written proposal basis and time extension will not be permitted on account of urgency of finalization of the tender.
- b) Bidders are desired to submit sufficient documents to enable DGH to validate bidders claim; for same documents viz Signed Contract/Letter of Agreement/ Work Order can also be submitted.
- ii) Financial bid evaluation: The bid will be graded as L1, L2 and L3 etc. where L1 vendor is the one who has quoted the lowest amount.
- iii) Selection of the Consultant: The final selection of the Consultant will be as under:
 - Quality-cum-Cost Based Selection (QCBS). Technical Score has a weightage of 50% and Financial Score has a weightage of 50%.
 - Highest technically ranked proposal gets a score of $T_s=50$. Remaining qualified proposals get a score = (technical marks of proposal/ technical marks of highest ranked proposal) x 50
 - Lowest financial quote (L1) gets a score of $F_s=50$. Remaining qualified proposals get a score of (L1/ quote of proposal) x 50

- Combined weighted score for each bidder= Ts of that bidder + Fs of that bidder
- On the basis of the combined weighted score, the consultants shall be ranked in terms of the total score obtained. The proposal securing the highest combined marks and ranked first will be considered for award of the contract.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.

(Details to be enclosed in Technical Bid along with requisite support documents)

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

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

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

Date this.....day of....., 2019

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

BEC MATRIX

(Please review Bid Document before submission and mark every Bid Evaluation Criterion Clause with Compliance/Agreed or Non Compliance/Not agreed. Also enclose necessary documents and write reference Sr. No. of your bid document where:

Sl. No.	Details of BEC Clause	Confirm Compliance of BEC Clauses by appropriately ticking.	Supporting document	Documents at Sr. No. of Bid document
1	Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered and shall be rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
2	Technical Rejection Criteria			
2.1	The bids must conform to the technical specifications and terms and conditions given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/ Works/ Services, Terms & conditions and Special Conditions of the contract.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.2	Bidder should have offices in at least 4 of the 8 countries viz. India (Delhi/Mumbai), Canada, UK, USA, Australia, UAE, Russia and Singapore.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.3	Consultant should have five years' experience as Consultant/Knowledge partner with contract value of Rs. 2 Crore in the last 5 years with State/Central Govt./Ministry/Central/State PSUs in Indian Oil and Gas sector.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.4	Consultant must have experience of conducting international roadshows in the last 5 years.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.5	Consultant should submit proof of having database or proof of access to database of E&P companies, service providers, investors on a global scale.	Complied/ Not Complied	Enclosed/Not Enclosed	
2.6	Annual financial turnover of minimum Rs. 10.00 crore during the last 3 years (period ending March 2019). In this regard, bidder should submit a duly certified copy from CA that its average annual financial turnover during the last three years ending 31st March of the previous financial years (i.e., FY 2016-17, 2017-18 and 2018-19.	Complied/ Not Complied	Enclosed/Not Enclosed	
3	Commercial Rejection Criteria			

3.1	Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.2	The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at Annexure-II and Instruction to Bidders at Annexure-I by attaching digitally signed tender document.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.3	Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:			
a)	Arbitration clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
b)	Tax liability clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
c)	LD/ penalty clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
d)	Termination clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
e)	Performance Guarantee Clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
f)	Force Majeure Clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4	Offers of following kinds will be rejected:			
3.4.1	Offers made without Bid Bond /Bank Guarantee/Earnest money along with the offer	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.2	Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.3	Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.4	Offers which do not conform to DGH's price bid format.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.5	Offers which do not confirm to the contract period indicated in the bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.6	The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.7	Offers not accompanied by copy of PAN Card will be rejected	Complied/ Not Complied	Enclosed/Not Enclosed	

3.4.8	Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.9	Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.10	Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.4.11	Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents /certificates /information submitted by them against the tender are genuine.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.5	Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
3.6	Submission of documents mentioned in check list i.e Appendix-9 of bid document.	Complied/ Not Complied	Enclosed/Not Enclosed	
4	PRICE EVALUATION CRITERIA:			
4.1	Evaluation of bids: Bidder has gone through the evaluation of bids mentioned at Clause C of Annexure-III of bid document and agreed to it.	Agreed/ Not Agreed	Enclosed/Not Enclosed	

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

- 1.0 MoPNG has planned several initiatives and projects to facilitate Indian E&P ecosystem and promote ease of doing business in the sector for which there is a need of a professional services of a Knowledge Partner with technical prowess to assist on following activities:
- a. Prepare and help with execution of strategy to promote investment in Indian E&P sector.
 - b. Assist with implementation of recent policy reforms in the sector.
 - c. Assist with various digitization Initiatives at DGH, aimed towards promoting Ease of Doing Business and holding workshop with stakeholders for implementation of these initiatives.
 - d. Assist with development and implementation of framework to streamline contract management and supervision of various E&P contracts.
 - e. Assist with implementation of single window clearance system for E&P.
 - f. Assist with sector promotion activities, especially among global investors through Investor Engagement programs and facilitate prospective investors in E&P sector.
 - g. Assist with various policy formulations and sector publications including DGH annual report.
 - h. Assist in execution of oil and gas block bidding rounds; promotion and marketing of the hydrocarbon fields being offered through digital mediums and otherwise.
 - i. Provide project assessment and monitoring expertise to DGH and assist with capacity building activities for DGH technical staff.
- 2.0 The implementation of the above-mentioned initiatives are focused to improve the perception of Indian E&P sector among global investors and E&P community, enhance the overall impact of the bidding rounds to be conducted by MoPNG/DGH and promote ease of doing business in the sector. Taking cognizance of the need of continued engagement of a knowledge partner, the broad **Scope of Work of Knowledge partner** may be divided into the following Activities/Modules:
- 2.1. Policy review, analytical and technical support related to E&P
- a. Identify key areas of bottlenecks/concern/issues faced by industry/ investors and suggest possible policy measures/reforms/interventions in implementation of E&P policies.
 - b. Assist DGH in policy matters related to PSC and RSC and suggest any revision required on the policy document, NIO, & MRSC for upcoming bidding rounds in accordance with the recent policy changes.
 - c. Support DGH in undertaking learning programs visits to study best practice that can be helpful for improving the upstream policy environment in India.
 - d. Tracking sector developments nationally and globally and prepare a weekly note/newsletter for internal reference of DGH officials.
 - e. Assist with preparation of analytical content and brief notes on recent development including for annual sector publication of DGH.
 - f. Support with advisory services on issues related to taxation as required by DGH and MoPNG from time to time.
 - g. Assist in formulation of Standard Operating Procedures & Guidelines for Govt. policies, clearances, approvals and procedures.
- 2.2. Study and suggest improvement in contractual workflows, and assist with its digitalization
- a. Study and augment process workflows of PSC/RSC/CBM and suggest areas for improvement of functioning and optimization of processes.

- b. Develop framework and associated functional documents for development of online modules for management of these workflows.
 - c. Ensure compliance to the contracts and policies while suggesting improvements and development of online modules and enabling linkages among the modules to remove duplicity of information and keep single input source.
 - d. Prepare user manual & training modules for DGH and stakeholders for online systems.
 - e. Prepare Standard Operating Procedures & Guidelines for processes involved in contract management and related processes.
- 2.3. Creation of single window portal for Contract Management & facilitation for clearances.
- a. Inclusion of all E&P contracts under DGH's supervision in a single portal.
 - b. Formulation of Flagship project monitoring framework for analyzing performance of top producing fields and analyze delays of contractual obligations
 - c. Formulation of a performance tracking system by delineating the work program and other contractual obligations to be performed and tracking them through monthly/ periodic submissions
 - d. Seamless integration of all existing online portals and assisting in ensuring linkages are coherent and prepare user manual and training modules for DGH & stakeholders
 - e. Benchmarking Indian E&P contract management with global best practices
 - f. Prepare a framework and associated functional documents for development of online modules for standardization of PEL & PML approval processes through alignment across multiple agencies/ regulatory bodies
 - g. Planning & executing training programs for DGH officials & preparing training material for the same.
- 2.4. Project Management Activities
- a. Assist with design and development of management dashboard for top officials at DGH and MoPNG to monitor the health and progress of a block.
 - b. Assist with coordination and capacity building activities for DGH officials on the new policies and online systems being developed.
 - c. Setting up facilitation desk at DGH including Dedicated helpline/ mail redressal system.
- 2.5. Investor Engagement Campaign for Indian E&P sector:
- a. Planning:
 - i. Assist DGH team in design and implementation investor engagement plan for the Indian E&P sector.
 - ii. Identify key global events and conferences and assist with participation of high-level government delegation at the same.
 - iii. Assist with pre-event activities including setting up key stakeholders meeting, preparation of briefing notes and sector reference material.
 - b. Communications Management:
 - i. Prepare a database for potential investors including E&P players, service providers, start-up firms, Private equity and Funding institutions, etc. in all the key locations and global O&G hubs
 - ii. Maintain a regular and robust communication channel between DGH and all concerned investors/ bidders/ stakeholders
 - iii. Setting up meetings of Senior officials from MoPNG/DGH/ Indian delegations with potential global & domestic E&P players;
 - iv. Assist DGH in managing communication between the operator/potential bidders/investors & DGH in providing clarifications for concerned queries through facilitation desk

- v. Assistance in interaction with media, including preparation of media briefing / promotional material
 - vi. Coordination with media agencies & PR agencies & supporting documents also to be provided e.g. press release, promotional material etc.
 - vii. Coordinate with vendors for development & maintenance of DGH mobile app.
- c. Content Creation:
- i. Develop focused, impactful and of high-quality content for promotional material/ marketing collaterals/ brochures/ flyers; content for social media and content for all investor's engagement plan highlighting benefits to generate investor interest vis-à-vis the bidding rounds.
 - ii. Generate relevant content for investor's engagement plan/ meetings such as pitch presentations, talking points & speeches of dignitaries, corporate profiles of potential investors and market review report of international countries where the meetings would be organized.
- d. Follow-up activities:
- i. Support in conducting follow-up activities with the E&P players & DGH after engagement sessions
 - ii. Support in conducting facilitation workshops with bidders, and in conducting discussions and meetings with prospective stakeholders.
- e. Documentation:
- i. Prepare detailed reports and records of all, meetings, discussions etc.
 - ii. Collect and collate feedback after the engagement sessions and the actual bidding round and demarcate areas of improvement for DGH.

3.0 Broad deliverables for the Knowledge partner are proposed as below:

- a. Advise on policy matters, bottlenecks, regulations, oil & gas sector analysis, review of NIO/MRSC, implementation of E&P policies.
- b. List potential locations and conferences for promotional activities and interaction with industry stakeholders (including alignment with global O&G events)
- c. List potential companies, associations and stakeholders for investor engagement and align one on one meetings with Government dignitaries
- d. Formulation of Standard Operating Procedures & Guidelines on Govt. policies, projects, clearances, portals.
- e. Fabrication and logistics of Marketing collaterals (brochures/flyers/reports), audio-video films, mobile applications, promotional material. and any digital media/API and other related documents
- f. Reports for proceedings, meetings and discussions held etc. and follow up action plan after every roadshow and stakeholder discussions
- g. Technical assistance for online portals, clearances, single-window mechanism, online E&P contract management across contractual regimes
- h. Monthly review report of the activities, annual publication

4.0 Resource profile of team to be deployed: Based on the envisaged scope of work, the competence level of resources to be deployed by the knowledge partner has been worked out and mentioned below. The resource profile envisages **full-time deployment of 4 resources, 2 resources on part-time basis and some resources on call out basis**. Tax expert, Legal expert and investor engagement consultant will be sought on need basis and will be payable as extra on actual deployment period. Only for the purpose of ensuring the

reasonability of rates/ bid evaluation, engagement of tax expert, legal expert and investor engagement consultant has been considered for tentative number of months.

No.	Resource Profile	Qualification Criteria	Deployment period
A. Project Management			
A.1	Project Leader and Global Oil and Gas expert (01 no.)	Education: Post-Graduate/MBA Professional Experience: <ul style="list-style-type: none"> • Minimum 18 years of experience with at least 15 years in Oil and Gas sector • Partner with firm Project Experience: <ul style="list-style-type: none"> • Led at least 15 O&G projects in the last 10 years • Experience in Global and Indian Oil and Gas policies, Upstream project management, Investment Promotion in Oil and Gas Sector • Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. 	1 month
A.2	Project Manager (01 no.)	Education: Post-Graduate/MBA Professional Experience: <ul style="list-style-type: none"> • Minimum 10 years of experience with at least 5 years as project manager in large Government projects. Project Experience: <ul style="list-style-type: none"> • Experience of leading large-scale government projects in Oil and Gas sector in last 5 years. • Demonstrable Experience of leading team in an Investment promotion project. • Demonstrable Experience of investment promotion activities in oil and gas sector in Global and Domestic locations. 	12 Months
B. Business Process flows Management			
B.1	Business Process and IT Sector consultant (01 no.)	Education: BE/B. Tech/MCA Professional Experience: <ul style="list-style-type: none"> • Experience of at least 7 years with 5 years in IT and Business Process Consulting Project Experience: <ul style="list-style-type: none"> • Experience of at least 02 projects in IT project management in India in the last 5 years • Experience of at least 02 projects in process reengineering in government sector in last 5 years • Experience in implementation of at least 01 State/Central department dashboard • Experience in creating IT roadmap for at least 01 State/Central department • Experience of service provider on boarding and project monitoring will be preferred 	12 Months

No.	Resource Profile	Qualification Criteria	Deployment period
C. Strategic engagement in Oil and Gas sector			
C.1	O&G leader (01 no.)	Education: MBA/PG or Engineering in Petroleum Professional Experience: <ul style="list-style-type: none"> Experience of at least 12 years with 8 years in Oil and Gas sector consulting Project Experience: <ul style="list-style-type: none"> Work experience in oil and gas sector in India in last 5 years Experience in Global and Indian Oil and Gas policies, Upstream project management Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. will be preferred	3 Months
C.2	Oil and Gas and Policy Expert (2 nos.)	Education: Post-Graduate or Engineering in petroleum Professional Experience: <ul style="list-style-type: none"> Work experience of at least 7 years with 5 years in Oil and Gas sector Project Experience: <ul style="list-style-type: none"> At least 02 projects in oil and gas sector in India in last 5 years Work experience in Upstream Oil and Gas industry will be preferred 	12 Months (each)
D. Additional Resources (if required, to be deployed on call out basis)			
D.1	Direct and Indirect Tax Expert	Education: CA Professional Experience: Experience of at least 10 years with 5 years in Oil and Gas sector consulting	On Need Basis
D.2	Legal Expert	Education: LLB/LLM Professional Experience: Experience of at least 10 years with 5 years in Oil and Gas sector legal consulting	On Need Basis
D.3	Investor Engagement (Resource deployment on event basis)	Education: Post-Graduate/MBA Professional Experience: <ul style="list-style-type: none"> Minimum 8 years of experience with at least 2 years in Investment Promotion activities Project Experience: <ul style="list-style-type: none"> Experience of at least 2 projects, where investor engagement activities have been undertaken. Experience of handling 5 national/ international roadshows/Investor Engagement events Experience of delegation visits / promotional road shows in international locations will be preferred. Experience of Investment promotion in oil and gas sector, experience of working in investment promotion activities for government will be preferred Prior experience of liaison with investors in Oil and Gas sector and understanding of investment cycle in Oil and gas will be preferred 	On Need Basis Tentative No. of events during contract period of one year: 03; 01 resource for 03 weeks per event would be required. However, no. of resources to be deployed may vary based on sample size of each event.

No.	Resource Profile	Qualification Criteria	Deployment period
		<ul style="list-style-type: none"> Hands on experience of designing collaterals, marketing content, drafting investment promotion letters 	

- a) DGH will reserve the rights to deployment of allocated resource from Knowledge Partner in DGH after interaction with the available resource base available.
- b) Any exigent change in the resource deployment mid-way of contract will be made after consultation with DGH and after interaction with the resource.

SPECIAL CONDITIONS OF CONTRACT

- 1.0 Mobilization:** The mobilization of services shall commence on the date of receipt of the Letter of Award awarding the Contract.
- 2.0 Dedicated Project Team credentials needs to be confirmed as follows (along with documents):** Please provide the details during bidding (if possible).
- 3.0 Return of Data provided by DGH:** The data if received from DGH in soft & hard from for the study is to be kept confidential during the study & afterwards and will not be shared with anyone. Further the data received must be returned to DGH in original, after completion of the study along with the final report. ***The contractor should give an undertaking that no data has been retained either in part or in full by him by way of copy or in any other form.***
- 4.0 Security & safety of Data:** Safety & Security of the data if handed over to the contractor by DGH will be the contractor's responsibility. Loss or damage of data by the contractor for whatever reason will not be acceptable to DGH.
- 5.0 DURATION OF CONTRACT:** The initial duration of the contract shall be for a period of ONE (01) Year. Based on requirement and performance review of Knowledge Partner during the first year, and as per mutual agreement between DGH and Knowledge Partner, contract may be renewed for a further duration of ONE (01) Year on same Terms & Conditions.
- 6.0 Payment Terms:**
First Payment: 10% of the contract cost comprising of Professional Fee for initially confirmed events will be given after the first successful meeting (project kick-off meeting) with the DGH after placement of LOA where in the consultant has to discuss and guide DGH/Govt. of India the strategy, roadmap, approach in a joint review of the entire preparation for subsequent rounds of Open Acreage Licensing Programme (OALP) and for the subsequent project management activities. Contractor has to prepare a presentation after inter action with corresponding nodal officer of DGH and his nominated team. This component of first payment will be treated as payment towards confirmed fixed cost incurred by knowledge partner for preparedness of all activities to be undertaken and all events to be held in its entirety irrespective of the completion of list of jobs directed in entire scope of work.
Balance payments will be made on a quarterly basis during the contract duration against presentation of hard copies of duly certified invoices at DGH Noida on pro rata basis. This shall include Out of Pocket Expenses. The out of pocket expenses towards outstation travel and approved marketing collaterals will be payable extra as per actuals. Payment for Road Shows can be considered at the end of successful completion of each road show.
- 7.0 Liquidation/Penalty/Termination Clauses:** This is clarified that in case consultant encounters conditions that are likely to affect the timely delivery of the performance of services during the performance of the contract, they shall promptly notify DGH in writing of the fact of the delay. Its likely duration and its cause(s) with justification. As soon as practicable after receipt of the consultants notice DGH shall evaluate the situation and may, at its discretion, extend the consultant time for performance with or without liquidated damages. Except as provided above, a delay by the Consultant in the performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages (refer clause no. 22.0 of Annexure-II of bid document) pursuant to conditions of Contract.

Annexure-V

PRICE SCHEDULE								
Sl. No.	Resource Profile	Tentative Qty. during contract period of 01 year	Unit	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT in (Exclusive of GST) Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Project Management							
1.01	Project Leader and Global oil and gas expert Qualification as per Tender document	1	Man-Month					
1.02	Project Manager Qualification as per Tender document	12	Man-Month					
2	Business Process Flow Management							
2.01	Business Process and IT Sector Qualification as per Tender document	12	Man-Month					
3	Strategic engagement in Oil & Gas Sector							
3.01	O&G leader Qualification as per Tender document	3	Man-Month					
3.02	Oil and Gas and Policy Expert Qualification as per Tender document	24	Man-Month					
4	Additional Resources (if required, To be deployed on call out basis)							
4.01	Direct and Indirect tax Expert Qualification as per Tender document	3	Man-Month					
4.02	Legal Expert Qualification as per Tender document	3	Man-Month					
4.03	Investor Engagement Consultant Qualification as per Tender document Deployment on event basis, Tentative numbers of event in a year: 03; 01 resource for 03 weeks would be required for an event.	2	Man-Month					
Total in Figures								
Quoted Rate in Words								

Note:

1. DGH envisages requirement of resources as mentioned above for support for the duration of the contract of 01 year only, and any additional resource requirement shall be payable at the quoted man day rate for the respective line items. The payment will be made as per actuals.
2. The man-month and numbers of resources mentioned in the scope of work/Price schedule are tentative/ indicative and for evaluation purpose only. The payment will be made as per actual number of resources deployment.
3. The out of pocket expenses towards outstation travel and approved marketing collaterals will be payable extra as per actuals.
4. Offers will be evaluated as per Bid Evaluation Criteria given in Annexure-III.
5. Bidder must quote the price in above price schedule. Price bid received in any other format will be straightway rejected.

E-tendering Instructions to Bidders**General:**

These are the special Instructions (for e-Tendering) as supplement to „Instruction to Bidders“ as available in Annexure-I of the tender document. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)** (<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- i) Procure a Digital Signing Certificate (DSC).
- ii) Register on Central Public Procurement Portal (CPPP).
- iii) Create Users and assign roles on CPPP.
- iv) View Notice Inviting Tender (NIT) on CPPP.
- v) Download Official Copy of Tender Documents from CPPP.
- vi) Prepare & arrange all document/paper for submission of bid online/offline.
- vii) Bid-Submission on CPPP.
- viii) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Techno-Commercial Part).
- ix) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Financial-Part) {only for Technically Responsive Bidders}

3. Digital Certificates:

For participation in e-tendering, it is mandatory for all bidders to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above (in the name of person who will sign the Bid), issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Central Public Procurement Portal (<http://www.eprocure.gov.in>), bidder needs to register on the portal. The bidder should visit the home-page of the portal (www.eprocure.gov.in) and go to the e-procure link then go to “Online Bidder Enrollment”.

5. Bid related information for this Tender (Sealed Bid):

The entire bid-submission would be online on CPPP (<http://www.eprocure.gov.in>) Broad outline of submission are as follows:

- (I) Submission of Bid Security (EMD).
- (II) Submission of digitally signed copy of Tender Documents/ Addendum/ Corrigendum.
- (III) Two Envelopes.
 - Techno- Commercial Bid
 - Financial Bid

6. Offline submissions of some documents:

It is mandatory for all bidders to submit following documents offline (physically) to HOD (MM), Grd Floor, DGH office, OI DB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).

- (II) Power of Attorney (in Original) for authorized signatory of bid.
- (III) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, tender number, name of work and the phrase – Do Not Open Before (Due date & time of opening of tender) –

Note:

- A. The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. The DGH shall not be responsible if the envelope is delivered elsewhere or late.
- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

7. Other Instructions:

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

The bidder should visit the home-page of the CPP portal (www.eprocure.gov.in), and go to the link “eprocure”, then “Bidders Manual Kit” and “Help for Contractors” link.

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
 - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blue back ground cells. Don't fill in white back ground cells.
 - c. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
 - d. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause _____ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.
