



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

**(E-Tender Notice)**

**INVITATION TO BID–Limited E-Tender under Two Bid System**

Directorate General of Hydrocarbons, Noida invites Bids for “Hiring of Consultant for benchmarking hit ratio of Upstream companies with International E&P players”, under two bid system (Techno-commercial bid and price bid) from the below mentioned six consultant firms identified by DGH.

- a. M/s Wood Mackenzie
- b. M/s Rystad Energy
- c. M/s IHS Markit
- d. M/s Boston Consulting Group
- e. M/s KPMG
- f. M/s Deloitte

The detailed e-tender document for the above is available at DGH's website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. Above 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 tender document, before tender closing date and time. No physical bids will be accepted.

Any other renowned and professionally known firm who presume themselves eligible as per Eligibility Criteria can approach DGH at email [mm@dghindia.gov.in](mailto:mm@dghindia.gov.in) for issue of tender document with all requisite documents within five days from date of tender shown on website. DGH reserves the right to issue tender document (i.e., permission to quote) only to eligible bidders.

Bids shall be submitted by **1400 hrs on 26.12.2019**.

E-Tender No.	Description
<b>MM-12015/6/2019-DGH/ENQ-171</b>	<b>Hiring of consultant for benchmarking hit ratio of upstream companies with International E&amp;P players</b>

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  
Govt. of India, Noida, INDIA**

Phone No : (+91)-120-2472000  
Tele Fax : (+91)-120-2472049

Office of : Director General (DGH)  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, NOIDA-201301, INDIA

**FORWARDING LETTER FOR INVITATION TO BID**

To,

**Sub :** E-Tender for hiring of consultant for benchmarking hit ratio of upstream companies with International E&P players

Sir/s,

The Directorate General of Hydrocarbons hereby invites e-tenders for Hiring of Consultant for benchmarking hit ratio of Upstream companies with International E&P players.

The salient features of the tender are:

<b>1.</b>	E-Tender No.	:	<b>MM-12015/6/2019-DGH/ENQ-171</b>
<b>2.</b>	Brief Description of the Services / Scope of Supply.	:	Hiring of consultant for benchmarking hit ratio of Upstream companies with International E&P players
<b>3.</b>	Type of Bid	:	Two Bid System (Technical Bid & Priced Bid)
<b>4.</b>	E-Bid and Original documents submission closing Date & Time	:	1400 Hrs (IST) on 26.12.2019.
<b>5.</b>	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.
<b>6.</b>	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.
<b>7.</b>	Bid validity	:	90 days from bid closing date.
<b>8.</b>	Amount of Bid Bond (original Bid Bond to be enclosed with the Technical Bid only)	:	US\$ 6180.00 (for Foreign bidders) or INR 4,40,000.00 (for Indian bidders) Bid Bond in the form of a Bank Guarantee to be valid for 45 days beyond the validity of the bids asked for in the Bid Documents

9.	Amount of Performance Bank Guarantee to be submitted only by the Successful Bidder.	:	7.5 % of the contract value valid for 6 months beyond contract validity
10.	Time period for completion of work	:	16 Weeks from date of Letter of Award
11.	Liquidated damages	:	At the rate of ½ % of the contract value per week or part thereof subject to a maximum of 7½% of the contract value.

**1.0** Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://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.

**2.0** 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.

**3.0** 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.

**4.0** 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.

**5.0** 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. 8.0 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.

**6.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.

**7.0** DGH reserves the right to cancel the tender or reject / accept any/ all bids without assigning any reason.

**8.0** 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.

**9.0** Other details and terms/conditions are as per the following **Annexure I-VII**.

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

Thanking you,

(Prayas Chakravorty)  
Sr. Manager(Materials)  
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 under **Annexure-III**).

**2.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**3.0 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**

**4.0 CONTENT OF BIDDING DOCUMENTS**

**4.1** 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: Proforma for bidders past experience declaration
- Appendix 9: List of documents to be uploaded/ submitted along with techno-commercial bid
- Appendix 10: Confidentiality and non- Disclosure Agreement
- Appendix 11: Undertaking for Conflict of Interest
- Appendix 12: Format for Permanent Establishment and Adm. Office

**ANNEXURE-II : General Terms & Conditions**

**ANNEXURE-III : Bid Evaluation Criteria**

**ANNEXURE-IV : Scope of Work & Special Terms and Conditions**

**ANNEXURE-V : Price Format/Price Schedule**

**ANNEXURE-VI : E-Bidding Instructions to Bidders**

**ANNEXURE-VII : Integrity Pact**

**4.2** 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.

## **5.0 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 **5 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

## **6.0 AMENDMENT OF BID DOCUMENT**

**6.1** 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.

**6.2** 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.

**6.3** 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**

### **7.0 SUBMISSION OF BID**

**7.1** The bidders shall submit the bids electronically and sign digitally.

**7.2** 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.

**7.3** 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.**

**7.3.1** 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) 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.**

**7.3.2** 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".**

- 7.4** 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. **MM-12015/6/2019-DGH/ENQ-171**, 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.

**7.5** 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.

**7.6** Bids shall be submitted in the prescribed bid proforma as per **appendices-1 to 12 of Annexure-I & Price schedule at Annexure-V**. The prescribed proforma at Appendices of **Annexure-I**, duly filled in and signed should be uploaded intact.

**7.7** In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

**7.8** The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

**7.9** The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-9 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

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

**7.11** The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

**7.12** 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.

**7.13** 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.

**7.14** The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid.

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

### **8.1 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.

**8.2** 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.

## **9.0 BID PRICES**

**9.1** The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable).

**9.2** Unit prices must be quoted by the bidder. 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.

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

**9.4** Discount: Bidders are advised not 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.

**9.5** 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.

**9.5.1** Bidders may take note there would be NO customs duty/GST exemption available for business tendered with DGH.

## **9.6 Income Tax Liability**

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

## **9.7 GST Liability:**

**9.8** 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)

**9.9** 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.

**9.10** 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.

**9.11** 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.

**9.12** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

**9.13** DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.

**9.14** DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

**9.15** 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.

**9.16** 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):

**9.17** 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.

**9.18** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

**9.19**

**10.0 PAYMENT TERMS:** As mention is Annexure IV

## **11.0 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.

## **12.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

## **13.0 PERIOD OF VALIDITY OF BIDS**

**13.1** 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.



**13.2** 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.

#### **14.0 BID SECURITY**

**14.1** 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 **14.7**.

**14.2** 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.

**14.3** The Bidders not covered under Para **14.2** 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".

**14.4** 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.

In case a bidder submits demand draft in USD as Bid Security, the bidder must agree to the following condition and submits an undertaking as under:

"We understand that DGH has rupee account in India. USD receipt value cannot be maintained in foreign currency terms. We confirm to bear the cost/loss on account of different currency conversion rate prevailing at two different occasions i.e. receipt by DGH and refund by DGH. We understand that the interest free refund can be equal to or less than the submitted draft amount in lieu of prescribed USD value for Bid Bond for variation in currency conversion rates"

(ii) A Bank Guarantee as per **Appendix 5**.

For Indian Bidders: Bank Guarantee issued from any of the Nationalized/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.

For Foreign Bidders: Bank Guarantee issued from any of the Indian scheduled Bank situated in their country, valid for **45 days** beyond the validity of the bids asked for in the tender.

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

**14.6** Subject to provisions in para **14.2** above, offers without Bid Security will be ignored.

**14.7** 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.

**14.8** 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).

#### **15.0 TELEFAX /e-MAIL /XEROX/PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:**

**15.1** Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

**d. SUBMISSION AND OPENING OF BIDS**

**16.0 SEALING AND MARKING OF BIDS.**

**16.1** 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.

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

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

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

**17.0 DEADLINE FOR SUBMISSION OF BIDS**

**17.1** 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 7.4 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 MM-12015/6/2019-DGH/ENQ-171, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

**18.0 LATE BIDS**

**18.1** 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.

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**20.0 OPENING OF BIDS**

**20.1** 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.

**20.2** 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.

**20.3** 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**

**21.0 EVALUATION AND COMPARISON OF BIDS**

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

**22.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

**23.0 EXAMINATION OF BID**

**23.1** 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.

**23.2** 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.

**24.0 SPECIFICATIONS**

**24.1** 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.

**25.0 PURCHASE PREFERENCE**

**25.1** 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.

**25.2** Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG and Public Procurement (Preference to Make in India) order 2017 notified vide letter No 33(1)/2017/IPHW dated: 14.09.2017 of Ministry of Electronics & Information Technology and subsequent relevant order/s shall be applicable in this tender. Bidders seeking benefits under Purchase Preference Policy shall have to submit all undertakings/documents applicable to this policy.

**25.3** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, and then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

**25.4** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC).

**f. AWARD OF CONTRACT**

**26.0 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.

## **27.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

**27.1** 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.

## **28.0 NOTIFICATION OF AWARD (NOA)**

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

**28.2** The notification of award will constitute the formation of the contract.

**28.3** 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.

## **29.0 BID CURRENCIES**

**29.1** The bidders are to quote firm prices. They have to bid in Indian Rupees/USD

## **30.0 PERFORMANCE SECURITY:**

Successful bidder shall submit the performance security, 7.5% of Total contract value with validity 06 months beyond the contract period, 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). For Indian Bidders: Bank Guarantee is to be 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. For Foreign Bidders: Bank Guarantee is to be issued from any of the Indian scheduled Bank situated in their country.

**30.1** The performance security specified above must be valid as per time period mentioned above at 29.1, to cover the warranty obligations indicated in **clause 7.0** of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

**30.2** 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.

**30.3** 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 PROFORMA**

Tender No.....

\_\_\_\_\_

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.

4. I/We have signed the Integrity Pact with the bid for necessary compliances

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.**----- **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.

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

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 of .....20\_\_ at .....

WITNESS NO. 1

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

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

WITNESS NO. 2

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

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

Tender No. .... for “.....”.

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

.....

**1.0 BIDDER'S EXPERIENCE****PROFORMA FOR SUBMISSION OF BIDDERS PAST EXPERIENCE FOR SIMILAR JOBS**

Sl. No.	Name & Address of parties with whom jobs were carried out	Purchase / Work order details - Purchase / work order No., date and value	Year of Supply & period of work executed with date	Make / Model No. supplied	Quantity	Contact details (Name, Phone No., Designation , email id) of persons with whom references can be made

NOTE: The copy of Purchase / work order in support of the above should be attached, failing which the bid shall be considered as incomplete and rejected.

SIGNATURE: -----

DESIGNATION: -----

COMPANY: -----

DATE: -----

COMPANY SEAL

**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 bidder 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 in accordance with clause no. B.1(Technical Rejection Criteria) 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 at Annexure-I.
6. The power of attorney or authorisation, 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-7 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

**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.

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

This confidential and non-disclosure agreement is executed on \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) having its registered office at \_\_\_\_\_, which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representative.

AND

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

WHEREAS, DGH and \_\_\_\_\_ have entered into a contract for \_\_\_\_\_.

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

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

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.
2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.
3. Each party agrees that it will inform each of its employed who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
  - a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;
  - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
  - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or



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

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

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

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

\_\_\_\_\_

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

DIRECTORATE GENERAL OF HYDROCARBONS

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

**Conflict of Interest**

**Performa for undertaking and confirmation for Conflict of Interest while performing work for Tender no MM-12015/6/2019-DGH/ENQ-171**

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

Dated this ..... day of .....2019-20

.....  
(Signature)

.....  
(in the capacity of)

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

## Format for Permanent Establishment and Adm. Office

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**35.0 DEFINITIONS**

**35.1** 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.

**36.0 DURATION OF CONTRACT:** Refer Scope of work

**37.0 SCOPE OF WORK**

Refer Annexure IV attached herein.

**38.0 CONTRACTOR’S OBLIGATIONS**

**38.1** 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.

**38.2** 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.

**38.3** 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.

**39.0 DGH OBLIGATIONS**

**39.1** 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.

**40.0 CONTRACTOR’S PERSONNEL**

**40.1** 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.

**40.2** 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.

#### **41.0 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.

#### **42.0 LIABILITY**

**42.1** 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.

**42.2** 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.

#### **43.0 SECRECY OF CONTRACT DOCUMENTS**

**43.1** 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.

**43.2** 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.

43.3 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.

43.4 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

#### 44.0 FORCE MAJEURE

44.1 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.

44.2 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*.

44.3 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.

44.4 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.

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

44.6 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.

44.7 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.

#### 45.0 TERMINATION

45.1 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.

**45.2 Termination on account of Force Majeure conditions prevailing:**

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

**45.3 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.

**45.4 Termination for Unsatisfactory Performance:**

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

**45.5 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.

**45.6 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

**45.7 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.

**45.8** 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.

**45.9** 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.

**45.10** 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.

- 45.11** 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.

#### **46.0 INDEMNITY AGREEMENT**

- 46.1** 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.

- 46.2** 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.

#### **47.0 ARBITRATION**

- 47.1** 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.

- 47.2** 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.

- 47.3** 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.

- 47.4** 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.



- 47.5** It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 47.6** The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 47.7** 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.
- 47.8** 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.

#### **48.0 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.

#### **49.0 TAXES AND LEVIES**

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

#### **50.0 GST Liability:**

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)

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.

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.

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.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

a) DGH will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

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.

(i) 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 the service, the Bidder shall not include GST in the quoted prices.

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

#### **51.0 PERFORMANCE SECURITY /PERFORMANCE BOND**

51.1 The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

51.2 DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

51.3 Performance Security/ Performance Bond shall be refunded / returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.

51.4 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.

51.5 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.

#### **52.0 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.

#### **53.0 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  
.....

## **54.0 CHANGE IN LAW**

54.1 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.

54.2 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.

54.3 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.

54.4 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.

54.5 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.

54.6 Notwithstanding the provision contained in clause **54.1 to 54.4** above, the DGH shall not bear any liability in respect of:

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.
- (ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
  - (i) Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

#### **55.0 Integrity Pact**

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.

**BID REJECTION CRITERIA/ BID EVALUATION CRITERIA**

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

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

**B. BID REJECTION CRITERIA:**

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

**1. *Technical:***

- A. Consultant should have prior experience of engagement in drafting policy papers or upstream oil & gas research or benchmarking study in E&P and consultancy for the Central Government/ PSUs/NOCs/Leading Oil and Gas companies in the last 5 years(from original date of Bid Closing). Documentary evidence in respect of such experience (Work completion certificate/Work Order) be submitted.
- B. Consultant should be a reputed consultant having offices across various countries viz USA, UK, Middle East, Australia, India etc. Documentary evidence in respect of having proof of office in the respective Country(ies) be submitted.
- C. Consultant must have clients/ business associates in various countries viz USA, UK, Middle East, Australia, India, etc. Documentary evidence in respect of having cliental/business associates' office in respective Country(ies) be submitted.
- D. Average annual financial turnover of minimum Rs. 10.00 Crore during the last 3 years (period ending 31<sup>st</sup> March 2019). Documentary proof in the form of Chartered Account Certificate/Audited Annual Accounts be submitted.
- E. The bidder has to give mandatory disclosure notifying any potential "Conflict of Interest" which can lead to "breach of trust". Bidder has to certify that study will be carried out in an independent way with utmost care and regard to business ethics and without influence of any factors attributable or identifiable as conflict of interest.

**2. *Commercial:***

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

1.0 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.

## 2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Terms & Conditions at Annexure-II and Instruction to Bidders at Annexure-I by attaching digitally signed tender document.

## 3.0 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 straight away 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 bid even after giving an opportunity after opening of techno-commercial bids.

4.0 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.

5.0 Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:

- Arbitration clause.
- Tax liability clause.
- LD/ penalty clause.
- Termination clause.

## C: BID EVALUATION CRITERIA (BEC)

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, FBIL B.C. Selling (market) rate of one day prior to the date of priced bid opening shall be considered.

## 3.0 Technical Evaluation

No.	Parameter	Evaluation Criteria	Maximum Marks	Remarks
1	Experience in Benchmarking practices (10)			

No.	Parameter	Evaluation Criteria	Maximum Marks	Remarks
a	Experience of Benchmarking practices for Central or State Government/ National Oil Companies/ PSUs/ International Oil and Gas Companies/ Countries abroad.	2.5 Mark for each project	10	Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered
2	<b>Experience in Upstream Oil and Gas Sector (10)</b>			
a.	Projects of value greater than Rs. 2 crores undertaken in the Upstream Oil & Gas Sector in India/world in the last 5 years.	No. of projects 5 or more 4 3 2 1	10 (max) 8 6 4 2	Work Order/ LOA/ Invoice/ Copy of Contract awarded within last 5 years from the date of original Bid Closing of this tender shall be considered
3	<b>Project Team (20) – as per annexure.</b> A. Project Manager and Global Oil & Gas leader B. Exploration Expert (Oil & Gas) C. Expert (Policy & Regulation) D. Senior Analyst (Oil and Gas)	The details should be evident from the CV as per criteria and marking given in 'Resource Profile' under scope of work	10 (2.5 marks per resource)	
4	<b>Technical Presentation</b> Approach and Methodology for execution of the Scope of work: (i) Understanding of the scope of work and creation of benchmarking metrics (ii) Understanding of Indian E&P Sector, Indian sedimentary basins, NOC/E&P companies/ Scope of work (iii) Access to Exploration database pertaining to countries/wells/ sedimentary basins/ E&P statistics of India/world. (iv) Understanding concept of Hit-ratio, discovery, exploration workflows of NOCs and IOCs. (v) Best practices in vogue in the E&P sector and in particular exploratory drilling.	Marking would be done on the basis of understanding of the scope, the Indian E&P sector, access to database/global technological advancements.	(i) 15 (ii) 15 (iii) 15 (iv) 15 (v) 10  Total marks: 70	Presentation to be made by the bidders on the date conveyed by DGH. Hard and soft copy to be submitted by bidder to DGH.
<b>Total</b>			<b>100</b>	-

## **Financial bid evaluation**

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

### **1. Selection of the Consultant**

The final selection of the Consultant will be as under:

- All the consultants who qualify in the technical evaluation round, their technical proposals will be allotted weightages of 70%
- The financial proposals of the qualified consultants will be allotted weightages of 30%
- Proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.
- Highest Point Basis. On the basis of the combined weighted score, the consultants shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be considered for award of the contract.

6. No commitment to accept final lower or any bid:  
DGH shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The consultant should comply with the entire detailed bid evaluation criterion. Non-compliance will entail rejection of the offer, summarily. DGH reserves its rights to verify/evaluate the claims made by the consultant, independently.
7. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.



**SCOPE OF WORK & SPECIAL TERMS & CONDITIONS**

**Scope of Work for Hiring of consultant for benchmarking hit ratio of Upstream companies with International E&P players**

**Benchmarking exercise - Identify the best practices of International players (at least 7 IOCs distributed across the global geography to be benchmarked and key oil & gas producing countries - USA, Russia, Canada, China, Norway, UK, Nigeria etc**

- 
- a. Definition of discovery and process of reporting discoveries as followed by major IOCs across various Countries.
  - b. Consultant to compare the definitions of discovery and hit-ratio after review of the guidelines recommended by various international professional bodies (such as AAPG, WPC, SPE etc.) and other Noteworthy Oil and Gas regulatory agencies across the globe and suggest the most widely accepted practice worldwide.
  - c. Data of seven major IOCs (in their respective countries) including from regulatory bodies to be considered for the benchmarking exercise. The IOCs to be located across the global geography as far as possible should be analogues to Indian basins in terms of prospectivity & exploration maturity. (All data should be from authenticated sources/agencies with proper endorsements. Data from Indian NOCs to be sought from NOCs directly in coordination with DGH. Pvt./JV data to be provided by DGH directly)
  - d. Identify critical success factors and technology neutral parameters (people/process/ workflows) that enable for higher exploratory success rate of IOCs.
  - e. Create metrics, practices, identify performance gaps & suggest methods to close these gaps in exploration workflows.
  - f. Draw insights from international practices and identify key regulatory enablers of various countries with implication to Indian context.
  - g. Assessment of the Indian Exploration practices vis-à-vis International companies and exploration performance indicators for comparing NOCs vs. IOCs.
  - h. Assess the key country-specific parameters that play a significant role in improvement of the exploration drilling success rate across the globe.
  - i. Identify global technological advancements & practices in identification of exploratory well location. Also analyse and compare the finding costs.
  - j. Identify analogues of India sedimentary basins in world of equivalent risk weightage and exploration maturity and IOCs operating in them.

**Synthesis of benchmarking exercise:**

- a. Analyse the risk-reward scenario in Indian E&P sector and ways to improve the risk rating of Indian

E&P sector and its sedimentary basins.

- b. Create a risk-reward matrix of India in international scenario and of Indian sedimentary basins vis-à-vis world.
- c. Identification of parameters that are considered for declaration of discoveries and arriving at hit-ratio in IOCs.
- d. Assessment of Regulatory practices of major oil and gas producing countries that could be key enablers in improving the exploration success rate.
- e. Key focus areas where Indian and International NOCs, private and IOCs need to invest in improving their hit ratio and finding costs (with relevance to India).
- f. Possible energy partnerships or technological collaborations that might assist in improving the success rate.
- g. To synthesize a set of recommendations for E&P companies in India.
- h. Identify and compare the IOCs and evaluate basin-specific hit-ratio aligned with prospectivity in context of Indian sedimentary basins.

#### **Development of report on the benchmarking study**

- a. To seek wider stakeholders' interaction on the study and apprise DGH
- b. Assist DGH team in identification of best practices and firm up the study based on stakeholders' views and internal reviews at DGH
- c. Prepare detailed reports and records of all meetings/discussions/workshops with industry experts, project leaders, with Indian E&P players, NOCs and IOCs.
- d. Collect and collate feedback after industry interactions

#### **Deliverables:**

- (i) Analyses of Indian exploration practices vis-à-vis IOCs for drilling successful exploratory wells and external influencing factors, if any.
- (ii) Seek industry representations after organizing discussions/meetings/conferences/workshops in coordination with DGH and document the feedback.
- (iii) Seek representations of various IOCs/regulatory regimes and their exploration practices in coordination with DGH after organizing discussions/ meetings/ videoconferences/ workshops / and document the feedback.
- (iv) Provide detailed set of recommendations to the Indian E&P companies and Govt. after analysis of international best practices in exploration and enabling regulatory practices.
- (v) Review of work progress by DGH every 4 weeks with weekly update on work done. Discussion with DGH on draft report after 12 weeks. Draft report to be submitted after 12 weeks.
- (vi) Deliverables on all data points/inputs/metrics/risk-matrix/analysis as suggested in Scope of Work – A (1, 2 & 3)

Complete study to be completed and final report submission by 16 weeks along with all supporting datasets and workings and to be presented to DGH.

**Timelines:** Consultant must prepare and submit the study report within 16 weeks of letter of award.

## Resource Profile

No.	Resource Profile	Qualification Criteria
A	Project Manager and Global Oil & Gas leader	<b>Education:</b> Post-Graduate/MBA/MS/Ph.D./Engineering <b>Project/Professional Experience:</b> <ul style="list-style-type: none"> <li>• Minimum 18 years' experience with at least 15 years in Oil &amp; Gas</li> <li>• Led at least 15 Oil &amp; Gas projects in the last 10 years</li> <li>• Consulting Experience in Upstream Oil and Gas sector</li> <li>• Experience in Global / Indian Oil and Gas policies, Upstream project management, Benchmarking practices of E&amp;P sector in India/world</li> <li>• Experience and knowledge of policies, regulators/regulatory regimes in Oil and Gas business in countries such as USA, Canada, UK, Middle East, Africa, India, Australia, Singapore etc.</li> </ul>
B	Exploration Expert (Oil & Gas)	<b>Education:</b> Graduate/PG in engineering or geosciences <b>Project/Professional Experience:</b> <ul style="list-style-type: none"> <li>• Experience of at least 15 years in Oil and Gas Exploration</li> <li>• Prior Field/operational experience preferable</li> <li>• Knowledge of G&amp;G/geoscientific workflows for exploration well drilling, field development, well location review</li> </ul>
C	Expert (Policy and Regulation)	<b>Education:</b> BE/BTech/MBA/Post graduation <b>Project/Professional Experience:</b> <ul style="list-style-type: none"> <li>• Experience of at least 12-15 years in Oil and Gas sector</li> <li>• Demonstrable experience in Upstream O&amp;G sector consulting</li> <li>• Experience in Global/Indian O&amp;G policies, regulations/regulators, Upstream project management, benchmarking exercise</li> <li>• Experience and knowledge of Oil and Gas business in countries such as USA, Canada, UK, Middle East, India, Africa, Australia, Singapore</li> </ul>
D	Senior Analyst (Oil and Gas)	<b>Education:</b> Engineering degree/Post-Graduate/MBA <b>Project/Professional Experience:</b> <ul style="list-style-type: none"> <li>• Demonstrable experience of 5 years in Upstream Oil and Gas sector.</li> <li>• Consulting Experience in Global and Indian Oil and Gas policies, Upstream project management, benchmarking studies</li> <li>• Consulting experience in upstream hydrocarbon sector.</li> </ul>

## **SPECIAL TERMS & CONDITIONS**

1. **SCHEDULE OF PAYMENTS:** Payment shall be released on successful completion of job i.e., after submission of final report

2. **CONSEQUENTIAL DAMAGE**

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

3. **WAIVERS AND AMENDMENTS**

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

4. **WITHHOLDING**

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

- 4.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.
- 4.2 Contractor's un-cleared debt arising out of execution of the Contract.
- 4.3 Defective work not remedied by the Contractor.
- 4.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.
- 4.5 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.

Withholding will also be effected on account of the following :-

1. Garnishee order issued by a Court of Law in India.
2. Income tax deductible at source according to Law prevalent from time to time in the country.
3. 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.

4. Any payment due from Contractor in respect of any unauthorized imports.

**5. LIQUIDATED DAMAGES (L.D.) 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 (as defined in Annexure – V, Clause 5) under the contract, the Contractor will be liable to pay liquidated damages at the rate of  $\frac{1}{2}\%$  of Contract value per week or part thereof, but not exceeding  $7\frac{1}{2}\%$ . 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.

**PRICE SCHEDULE**

Name of the Bidder/ Bidding Firm / Company :									
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / USD	BASIC RATE In Figures To be entered by the Bidder in INR/USD	GST in %	TOTAL AMOUNT without taxes	TOTAL AMOUNT with taxes	TOTAL AMOUNT In Words
1.01	Consultancy charges as per scope of work	1.000	LS						
Total in Figures									

**NOTE:**

1. The contract price is inclusive of all traveling expenses including both overseas and domestic and boarding & lodging charges. No other payment on any score whatsoever will be payable by DGH.
2. The prices are inclusive of all taxes, levies, duties etc. However, in case of foreign bidders who do not have any permanent establishment in India, GST will be borne by DGH. However, at the time of evaluation, GST as applicable shall be loaded on the portion of services which attract GST. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the GST will be loaded on entire quoted /Contract value for evaluation
3. Travelling, Boarding, lodging, and local conveyance and other requirements of the contractors / sub contractor's personnel shall be of contractor's responsibility.

Authorized Person's Signature: \_\_\_\_\_

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

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

Seal of the Bidder:

**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](http://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:

Submission of Bid Security (EMD).

Submission of digitally signed copy of Tender Documents/ Addendum/Corrigendum.

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).

Power of Attorney (in Original) for authorized signatory of bid.  
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:

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. 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.

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](http://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-9 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.



**PRE CONTRACT INTEGRITY PACT**

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:

Commitments of the BUYER

- 1.1 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.
  - 1.2 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.
  - 1.3 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. 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.

#### Commitments of BIDDERS

3. 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/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/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 Mr Siva Prasad Rao Ex-MD, SAIL as Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. Contact Details of Independent Monitor are as under:

E-Mail: sivaprasadrao1950@gmail.com

(Communications can also be concurrently addressed to)

IEM Office C/o HoD(IT) -IEM Coordinator  
Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower –A, Plot No 2, Sector -73, Noida-201301.

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 BIDDER/ 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 extended 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. \_\_\_\_\_

\* Provisions of these clauses could be amended/ deleted for applicability in respective tender by DGH.