



# DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

## (E-Tender Notice)

### INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)

Directorate General of Hydrocarbons, Noida invites Competitive Bids for “**Services for archiving tape cartridges data to Hard Disc Media for DGH, Noida**”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH’s website [www.dghindia.gov.in](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.

Bids shall be submitted by 1400 hrs on 31.08.2020.

E-Tender No.	Description of Item
MM-12019/5/2020-DGH /ENQ-182	Services for archiving tape cartridges data to Hard Disc Media for DGH, Noida

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

.....

**DIRECTORATE GENERAL OF HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS**

**GOVERNMENT OF INDIA**

**NOIDA**

**E-TENDER NO : MM-12019/5/2020-DGH /ENQ-182**

**TENDER DOCUMENT**

**FOR**

**Services for archiving tape cartridges data to Hard Disc Media for  
DGH, Noida**

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

Phone No : (+91)-120-2472000	Office of : DG, DGH
Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA
	Email: mm@dghindia.gov.in

**FORWARDING LETTER**

To,

Sub: E-Tender for Services for archiving tape cartridges data to Hard Disc Media for DGH, Noida

Dear Sir,

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

1	E-Tender No.	<b>MM-12019/5/2020-DGH /ENQ-182</b>
2	Brief Description of the Services / Scope of Supply	<b>Services for archiving tape cartridges data to Hard Disc Media for DGH, Noida</b>
3	Type of Bid	Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	31.08.2020. at 14-00 hrs.(IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida -201 301, India.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	90 days from bid closing date.
8	Bid Bond/ Earnest Money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only).	Rs. 4,20,000/-
9	Performance Guarantee to be submitted only by the Successful Bidder	7.5% of the total contract value to be submitted within 21 days of placing the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 03 months beyond the expiry of the contract.
10	Eligibility Criteria	As per Annexure-III of Tender document.

MM-12019/5/2020-DGH /ENQ-182

11	Commencement of work	Within a maximum of <b>30 days</b> from the date of LOA.
12	Liquidated damages	<p>A) LD at the rate of 0.5 % of the Contract Value per week or part thereof subject to a maximum of 7.5 % of the contract value for the period extending beyond the stipulated period for commencement.</p> <p>B) Additional LD @ 2% of the total value against items from Sl. No 1 to 6 (of Annexure V) i.e. copying charges shall be applicable in case the quarterly target of copying 5000 nos. input cartridges is not achieved.</p>

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

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

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

Thanking you,

HoD(MM)  
For Directorate General of Hydrocarbons

**Encl: As above**

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:-** (Please refer to “Technical & Commercial Rejection Criteria of Bid Evaluation 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

**ANNEXURE-II A : Model Contract & General Terms & Conditions**

**ANNEXURE-II B : Special Conditions of Contract**

**ANNEXURE-III : Bid Evaluation Criteria**

**ANNEXURE-IV: Scope of Work, Technical Terms & Special 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 or through mail (to mm@dghindia.gov.in). Clarifications, if any, shall in no case be sought later than **7 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

### **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. Tender document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-9.
- d. Duly signed Integrity Pact

**All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) 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. \_\_\_\_\_, 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 9 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 Annexures / 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, both in words and in figures. 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 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:**

**9.7.1** The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

**9.7.2** The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.

**9.7.3** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.

**9.7.4** In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.

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

- a) DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

- 9.7.6** The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.
- 9.7.7** GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):  
In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.
- 9.7.8** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

**10.0 PAYMENT TERMS:** As mentioned in Special Conditions of Contract

#### **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.
- (ii) A Bank Guarantee as per **Appendix 5**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for **45 days** beyond the validity of the bids asked for in the tender.

**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.

**e. 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 reach 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 \_\_\_\_\_, 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.

## **f. 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, 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).

## **g. 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 PERFORMANCE SECURITY:**

**29.1** Successful bidder shall submit the performance security, 7.5 % of Annual contract value with validity 02 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) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**29.2** The performance security specified above must be valid as per time period mentioned above at 30.1, to cover the warranty obligations indicated in **clause 9.0** 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.

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

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

## **30.0 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 Model contract, 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.

## **Appendix-1**

### **BID SUBMISSION PERFORMANCE**

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

Bidder's Telegraphic Address :  
Telephone No :  
FAX NO :

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



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-II**, and accepted the "General Terms and Conditions" at **Annexure-III** 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.

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

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

Ref. No..... Bank Guarantee No.....

Dated .....

To,

Directorate General of Hydrocarbons

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

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

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

Ref. No. Bank Guarantee No.      Dated.

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

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

In witness whereof, the Bank through its 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)  
stamp

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

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. ....

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.

1. 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.
2. 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**

**BIDDERS PAST EXPERIENCE PROFORMA 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: -----

COMPANY SEAL

DATE: -----

**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 (Appendix-1, 2, 3, 4 & 7) 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 debaring 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.

**MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS**

(To be signed with the successful bidder)

This CONTRACT is made and entered into on this .....day of ...Two thousand and .... by and between 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 unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a company registered under the companies Act with its Registered office at ..... referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas DGH is desirous of ..... (description of services) for carrying out DGH’s operations conforming to specifications as set forth in the Scope of Work at **Annexure-IV** of this Contract.

And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out DGH's operations as referred to herein and has submitted a bid for providing the required services against DGH’s Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the DGH from time to time.

And Whereas DGH's has accepted the bid of the CONTRACTOR and has placed Letter of Award vide its letter ..... dated.... On the CONTRACTOR.

Now it is hereby agreed to by and between the parties as under:

**1.0 DEFINITIONS:**

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

**1.1 CONTRACT**

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the ..... successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

**1.2 DGH:**

Shall mean Directorate General of Hydrocarbons, India, an organization under the Ministry of Petroleum & Natural Gas, Government of India, including its successors, administrators, executors and assignees.

**1.3 SITE**

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

#### 1.4 **DGH'S SITE REPRESENTATIVE**

Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

#### 1.5 **CONTRACTOR:**

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

#### 1.6 **SUB-CONTRACT:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

#### 1.7 **SUB-CONTRACTOR:**

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary written consent of DGH.

#### 1.8 **CONTRACTOR'S REPRESENTATIVE**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

#### 1.9 **CONTRACT PRICE**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

1.10 (a) **GST** - means any tax imposed on the supply of goods and/or services under GST Law.

1.10 (b) **Cess** – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

1.10 (c) **GST Law** - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

#### 1.11 **DAY**

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

**1.12 EQUIPMENT/MATERIALS/GOODS:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

**1.13 WORKS / OPERATIONS:**

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

**1.14 GUARANTEE:**

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

**1.15 MOBILISATION:**

Mobilization shall mean placing of equipments fully manned, material, machine, goods and all manpower as provided in Scope of Work at the Site in readiness to commence work as envisaged under the Contract and duly certified by the DGH's authorized representative. Mobilization shall be deemed to be completed on the date and time when Contractor's equipment, material, machine goods and all manpower as provided in Scope of Work are placed at the Site in readiness to commence work as envisaged under the Contract and duly certified by the DGH's authorized representative

**1.16 DEMOBILISATION:**

Shall mean the removal of all things forming part of the mobilization from the site designated by DGH. The date and time of DGH's acceptance shall be treated as the date and time of demobilization.

**1.17 DRAWINGS:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the CONTRACT together with modification and revision thereto.

**1.18 SPECIFICATIONS:**

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

**1.19 INSPECTORS:**

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

**1.20 TESTS:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by DGH or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.21 FACILITY:**

Shall mean all property of the DGH owned or hired by DGH.

**1.22 THIRD PARTY**

Shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

**1.23 APPROVAL:**

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

**1.24 SINGULAR/ PLURAL WORDS:**

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

**1.25 GROSS NEGLIGENCE**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

**1.26 WILLFUL MISCONDUCT**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**2.0 SCOPE OF WORK / CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications and Annexures thereto at **Annexure-IV** .

**3.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

**3.1 EFFECTIVE DATE OF CONTRACT :** The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LoA) that it has been awarded the contract. This date of issue of LoA shall be treated as the Effective Date of Contract.

**3.2 MOBILISATION PERIOD:** The mobilization of equipment, personnel, should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be



completed when Contractor's equipment and manpower are placed at the designated location in readiness to commence work as envisaged under the Contract duly certified by the DGH's authorized representative.

**3.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects is treated as **date of commencement of Contract**.

**3.4 DURATION OF CONTRACT:** The contract shall be for the period as indicated in the **Scope of Work**.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work / Terms of Reference (**Annexure-IV**) in most competent manner both technically & systematically and also in economic and cost effective manner.

4.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all manpower as required to perform the work.

4.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF DGH:** DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.

## **6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with

personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of Work / Terms of Reference (**Annexure-IV**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

6.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Noida / field site, en-route/local boarding, lodging, medical attention etc. DGH shall have no liability or responsibility in this regard.

6.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

## **7.0 WARRANTY AND REMEDY OF DEFECTS**

7.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

7.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and

7.3 All corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

## **8.0 NOTICES AND ADDRESSES:**

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons  
For CONTRACT related communication, reports and payments:

H O D (NDR)

Directorate General of Hydrocarbons,

MM-12019/5/2020-DGH /ENQ-182

## 8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....  
.....  
.....

## 9.0 DUTIES AND POWER /AUTHORITY :

- 9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:
- i. Overall supervision, co-ordination and Project Management at site
  - ii. Proper utilization of equipment and services.

- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

## 9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

## **10.0 CONTRACT DOCUMENT :**

### **10.1 Governing language:**

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

### **10.2 Entire Agreement :**

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

### **10.3 Modification in CONTRACT:**

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

### **10.4 Assignment:**

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

### **10.5 Waivers and amendments :**

**Waivers:** - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**Amendments:** - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

## **11.0 REMUNERATION AND TERMS OF PAYMENT**

The payment shall be released as per terms mentioned in Special conditions of Contract

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-III**), as per the price Schedule at Annexure-V. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

11.2 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the **HoD (MM), DGH, Noida**

11.3 Invoices with original supporting documents duly countersigned by the DGH's representative/ engineer wherever applicable will be submitted as per the payment schedule (Refer Special Conditions of Contract) by the CONTRACTOR to DGH and payment shall be made within 21 (twenty one) calendar days from the date of receipt of invoice at the above office.

The original invoice should also accompany the following documents/details:

1) Alongwith first invoice:

Following documents / details should be invariably furnished alongwith the first invoice:

a) Copy of valid registration certificate under the GST Law.

b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.

c) Mobile No. (Optional).

d) e-mail ID.

#### 11.1 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

### 12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

#### 12.1 Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

#### **12.2 Notice of claims**

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

#### **12.3 Taxes**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST, Customs Duty, Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

**12.3.1** The rates quoted by the CONTRACTOR is inclusive of all taxes, duties and levies. However, CONTRACTOR is required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, DGH will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and DGH will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, it is the responsibility of the CONTRACTOR to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to DGH.

**12.3.2** Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a CONTRACTOR mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the CONTRACTOR emerges as lowest CONTRACTOR after such loading, in the event of order on that CONTRACTOR, taxes mentioned by DGH on the Purchase Order/ Contracts will be binding on the CONTRACTOR.

**12.3.3** CONTRACTOR is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the CONTRACTOR should confirm that benefit of lower costs has been passed on to DGH by way of lower prices/taxes and also provide details of the same as applicable. DGH reserves the right to examine such details about costs of

inputs/input services of the CONTRACTOR to ensure that the intended benefits of GST have been passed on to DGH.

**12.3.4** DGH shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor has considered the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by DGH and used by CONTRACTOR and the consideration for which is recovered by DGH in the form of reduction in the invoice raised by CONTRACTOR then DGH will raise GST invoices on such transactions and the same will be reimbursed by bidders.

**12.3.5** CONTRACTOR agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by DGH in the customized format shared by DGH in order to enable DGH to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable DGH to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

**12.3.6** In case Input Tax Credit of GST is denied or demand is recovered from DGH by the Central / State Authorities on account of any non-compliance by CONTRACTOR, including non-payment of GST charged and recovered, the CONTRACTOR shall indemnify DGH in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. DGH, at its discretion, may also withhold/recover such disputed amount from the pending payments of the CONTRACTOR.

**12.3.7** GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account

**12.4** Customs duty: - The CONTRACTOR shall bear all Customs Duty for import of equipments/spares/consumables and any other material required as per CONTRACT. DGH will not have any liability in this regard.

#### **12.5 Personnel taxes**

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

#### **12.6 Corporate taxes**

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

12.7 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

### **13.0 PERFORMANCE**

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

### **14.0 PERFORMANCE BOND**

14.1 The Contractor has furnished to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of estimated Contract Price) valid till \_\_\_\_\_ towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

### **15.0 DISCIPLINE**

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 (seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.



## **16.0 SAFETY AND LABOUR LAWS**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

### **16.1 Verification of character and antecedents of Contractual Manpower**

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- (iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

## **17.0 SECRECY**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

## **18.0 STATUTORY REQUIREMENTS**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof.

## **19.0 INSURANCE**

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 16** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“ The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

## **20.0 INDEMNITY AGREEMENT**

### **20.1 INDEMNITY BY CONTRACTOR**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and

its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or sub CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **20.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or sub CONTRACTORs or sub CONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or sub CONTRACTORs or sub CONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **20.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORs or subCONTRACTOR's personnel.

## **20.2 Indemnity by DGH**

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires, SubCONTRACTORs of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **20.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **20.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

## **21.0 TERMINATION**

### **21.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

### **21.2 Termination on account of force majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 26**.

### **21.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

### **21.4 Termination for unsatisfactory performance**

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **14 days** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

### **21.5 Termination for delay in mobilisation**

Successful bidder shall be required to mobilise complete equipment along with crew and collection of data for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

21.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 21.1 to 21.6** and in the event of such termination the DGH shall

not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

21.8 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

## **21.9 Consequences of termination**

21.9.1 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

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

21.9.3 In case of termination of Contract herein set forth, except under **21.1, 21.2 and 21.7**, following actions shall be taken against the Contractor ;

(i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

## **22.0 SEVERABILITY**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

## **23.0 WITHHOLDING**

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

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

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

23.1.3 Defective work not remedied by the Contractor.

23.1.4 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.

23.1.5 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.

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

- (i) Garnishee order issued by a Court of Law in India.
- (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
- (iii) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.
- (iv) Any payment due from Contractor in respect of any unauthorized imports.

## **24.0 CHANGE IN LAW**

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 Notwithstanding the provision contained in clause **24.1 to 24.4** 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.

(iii) Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

## **25.0 FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without

limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.

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

#### **26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH**

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

#### **27.0 PREFERENCE TO LOCAL COMPANIES**

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

#### **28.0 JURISDICTION AND APPLICABLE LAW**

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at Delhi. (the place where the CONTRACT is signed in India).

#### **29.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

29.1 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.



29.2 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.

29.3 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.

29.4 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.

29.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.

29.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.

29.7 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.

29.8 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.

### **30.0 CONTINUANCE OF THE CONTRACT**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

### **31.0 INTERPRETATION**

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this CONTRACT.

### **32.0 PATENT INDEMNITY**

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or

alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

32.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

32.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

32.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

32.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

### **33.0 INDEPENDENT CONTRACTOR STATUS:**

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any

contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

### **34.0 LIMITATION OF LIABILITY**

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

a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights.

c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

### **35.0 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.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered,

For and on behalf of

Directorate General of Hydrocarbons(DGH)

For and on behalf of Contractor

M/s. \_\_\_\_\_

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

\*\*\*\*\*

**SPECIAL CONDITIONS OF THE CONTRACT.**

1. Delivery Terms:
  - a) Data will be handed over to contractor in five to six lots. Contractor has to submit archived data of each lot within a period of 1 month from handing over of data by DGH. Subsequent lot will be handed over by DGH on receipt of 80 % archived data of the preceding lot.
  - b) Contractor has to commence work within 30 days of placement of LoA
2. Payment Terms: Payment shall be released on successful completion of job against each lot.
3. Liquidated damage:
  - a) LD at the rate of 0.5 % of the Contract Value per week or part thereof subject to a maximum of 7.5 % of the contract value for the period extending beyond the stipulated period for commencement.
  - b) Additional LD @ 2% of the total value against items from SI No 1 to 6 (of Annexure V) i.e. copying charges shall be applicable in case the quarterly target of copying 5000 nos. input cartridges is not achieved.
4. No. of cartridges are indicative. Payment will be made on the actual no. of cartridges copied in each category. DGH shall reserve the right to increase/decrease the quantity by 20%.
5. If the data retrieved from any input cartridge is 70% or more, payment will be made for full cartridge otherwise no payment will be made against that cartridge.
6. No extra charges will be paid for taking dump or any other additional effort to retrieve the data from input cartridges.
7. In the event of final marginal shortfall of achievement of target, DGH may extend the contract on same terms and conditions at its own discretion. Otherwise, termination clause may be invoked.
8. If the number of input cartridges are more than 11,000 then extra time on pro rata basis will be given to complete the job on same terms and conditions.
9. If the number of input cartridges falls short than 10,000, no minimum charges will be given.

## **BID REJECTION/EVALUATION CRITERIA**

### **A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

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

### **B. REJECTION CRITERIA**

#### **B.1 Technical rejection criteria**

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

1.0 Bid should be complete covering all the scope of work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outrightly.

2.0 Eligibility and experience of the bidder:-

2.1 The bidder must have successfully executed at least 01 (one) order of any Government Agency/PSU/listed company etc. for carrying out Seismic Data Transcription job of at least 2000 nos. of IBM 3480 or 3590 or 3592 Seismic data cartridges or together during last 10 years to be reckoned from the original bid closing date of this tender.

Documentary evidences like purchase orders / equivalent documents showing operations of such jobs along with completion Certificate(s) or payment certificates or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (email address, Phone Number, Fax number etc.) must be submitted along with the bid.

2.2 The average annual financial turnover during the last three financial years ending March 31st, 2019 (2016-17, 2017-18 and 2018-19) should be at least Rs. 2,00,00,000.00.

For Proof of Annual Turnover any of the following documents /photocopy must be furnished

A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.

B Audited Balance Sheet and Profit & Loss account

#### **B.2 COMMERCIAL REJECTION CRITERIA**

**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.

## **C Price Evaluation Criteria**

**1. Evaluation of bids::** Bids of the techno-commercially acceptable bidders will be evaluated on the basis of "Total amount" quoted in the price format. The commercially lowest (L-1) offer will be considered for award of job. If there is any discrepancy/calculation mistake between the unit price and Net amount, unit price will prevail and Net Amount shall be corrected.

### **General:**

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

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected



### SCOPE OF WORK

The bidder shall execute the project as outlined herein for the archival of data.

#### 1. Scope of Work:

- Setting-up transcription centre in NCR-Delhi region along with all hardware/software, consumables, manpower etc. by the contractor within 30 days from the date of issue of LOA. No payment will be made for setting up of Transcription Centre. DGH representative may visit transcription Centre in NCR-Delhi region to satisfy that the tender requirements has been fulfilled at the Centre.
- Copying of Raw SEG-D data from 3590/3592 cartridges onto USB Hard Disk (having 8TB or more storage capacity with NTFS file system).
- Copying of stacked SEG-Y data from 3590/3592 cartridges onto USB Hard Disk (having 8TB or more storage capacity with NTFS file system).
- Copying of navigation data from 3590/3592 cartridges onto USB Hard Disk (having 8TB or more storage capacity with NTFS file system).
- Necessary QC and validation with input data for all copied data.
- Generation of a Master Data Base as detailed in **Appendix-A**.
- Data cartridges (3592/3590) will be handed over by DGH in 5-6 **lots** after signing of confidentiality agreement on each occasion as detailed in **Appendix-B**. The contractor has to collect the data from DGH premises at Noida for archival at their centre and same has to be returned to DGH alongwith output media after completion of archival job at their own cost. Transportation cost towards collection of data cartridges from DGH office Noida and returning of the same alongwith output HDD media is to be borne by the contractor only.
- Contractor has to ensure safety and confidentiality of data and has to ensure that the all data residing at their centre is deleted after completion of job in presence of DGH representative. Contract has to provide an undertaking for deletion of data as per the **Appendix-C**.
- Some of the cartridges may require cleaning and re-tensioning to remove debris from tape and may need warm and dry air treatment to remove moisture. Bidders should have tools for carry out this job.
- The project timeline is six month.

#### 2. Volume work:

Sl No.	Media Type	Field Data No. Of Cartridges	Navigation data No. Of Cartridges	Processed Data No. Of Cartridges	Total No. Of Cartridges

1.	3590	6730	125	720	7575
2.	3592	950	35	1090	2075

This much of amount of work is tentative, actual work may vary; payment will be done on the basis of actual work done.

**Note:**

1. Data in input cartridges may be ascertained from copy job logs.
2. USB Hard Disk (having 8TB or more storage capacity with NTFS file system) are acceptable as output media. The output media required are to be supplied by the contractor. USB Hard Disk should be of **Seagate/WD** and the date of manufacturing should not be more than one year old at the time of use and should have atleast warranty of two (02) years from the date of handing over to DGH.
3. Prepare Master Database ( MS Access based) with details , Survey Name, Area Name , Data format (SEGD/SEGY), Record Length, Sampling Interval, File Sequence, line no./name , FFID, LFID, First CDP, Last CDP, First SP, Last SP, In-line, X-Line, Input Cartridge ID and Output media/HDD number etc. as per **Appendix-A**.
4. Using an efficient, user friendly and reliable software for job preparation and validation, the contractor has to run at least two job streams 24 hours a day, 7 days in a week except national holidays, to ensue copying of minimum 1,500 cartridges per month on the average. More job streams may be run as anticipated by him for completion of the target as per schedule. Progress is to be reviewed monthly.
5. Validate input cartridges and output media using suitable validation procedures.
6. The soft copy of job log files are to be saved on output hard disk under the log folder Contractor has to provide the output USB Hard Disk along with all logs, printouts etc. generated for QC purpose on day to day basis for final QC by DGH representative. He has to submit summary of completed jobs also as per **Appendix-D** along with the data.
7. It should be ensured that part of the data of an input cartridge is not copied on output hard disk i.e. output hard disk should not contain the part data of any input cartridge.
8. Each output hard disk must be utilized to minimum 90% of its capacity except the one at the end of a block / survey.
9. Data copying job will be presumed to be completed only after updating Master Database and final QC.
10. Output hard disk should be labelled properly i.e. barcode on sides and labels having the following details on the flat side (label size approximately 7.2 x 7.5 cm.).

DGH NOIDA	
Output HDD No.....	Barcode No.....
Block Name.....	
Survey Name.....	
Data Archived By.....	Archived on.....

Format.....Record Length.....SI..... Transcription of Input Cartridge ID no. -----to-----
--

### 3. Technical specification and Quality Control

QC (Quality Check) and validation with input data:

For QC one NTG (Near Trace Gather) and shot plot should be plotted for every line of Raw Data and every 40th shot should be plotted with header.

For validation with input data following byte locations are mandatory in Trace Header

1 – 4 Trace Sequence Number within the line

29 – 30 Trace Identification Code.

Should be 1 for Seismic Data.

Quality control at various stages of copying is an integral part of this work and is to be carried out as per **Appendix-F**.

### 4. Progress Report

Monthly report on the status/progress of copying jobs will have to be submitted by the contractor as per **Appendix-E** for monitoring the progress of work.

## Specifications for Master Database

The master database will contain the following information

1. Input cartridges and Output HDD media
2. Primary key DGH-\*\*\*\*\*-Area ( \*\*\*\*\*Suitably chosen to sort data area- wise)
3. The area is divided in two parts Area-2D and Area-3D. Within an area there will be many lines each with a unique identifier.
4. Database will contain the following information for each line:
  - 4.1. Starting and ending shot point no., first and last FF no. during data acquisition as per header information / hard copy of listing / soft copy of listing / observer reports etc.
  - 4.2 Format of input data SEG-D, SEG-Y, ASCII, UKOOA etc.
  - 4.3 Format for Raw Data & Stack Data

Format for Raw/Gather Data (2D/3D)									
Block & Survey name	Input Cart. no.	Format	Line no.	First SP	Last SP	First FFID	Last FFID	Output Cart. no.	Missing Field File

Format for Stack Data (2D/3D)									
Block & Survey name	Input Cart. no.	Format	Line no.	First CDP/ X-Line	Last CDP/ X-Line	First In-line	Last In-line	Output Cart. no.	Missing Field File

4.4 Date of data copying (DD-MM-YYYY)

4.5 Details of input cartridges and lines which could not be copied.

5. The database software should have the facility to permit a query by secondary key (Line no./ Block Name/ Survey Name) or by multiple attributes with a fast response.

6. The database software should allow (in a user friendly manner) the user to construct queries and also to generate various reports about the data.
7. The database will have to be designed and implemented to store the above information on the system. During copying jobs, necessary entries will be made as when available. By the end of each month, all the entries are to be updated in database.

**Format for Confidentiality Agreement**

\_\_\_\_\_, 2020 (“Effective Date”) in New Delhi:

**BETWEEN**

1. **Directorate General of Hydrocarbons**, having its office at OADB Bhawan, Tower-A, Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301 (hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
2. \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Recipient**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The Disclosing Party and the Recipient are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**

- A. The Disclosing Party and the Recipient are in discussions in relation to disclosing information in relation to the “Properties” (as defined under 1.1 below), more particularly specified in Schedule I.
- B. The Recipient has received data **cartridges / tapes from the Disclosing Party for reading the cartridges & archiving the data onto Hard Drive as per the Contract / LOA no** \_\_\_\_\_.
- C. The Disclosing Party wants to protect the confidentiality of the information made accessible to the Recipient and desires that the Recipient shall not breach the

confidentiality and shall not disclose, sell, trade, publish, or otherwise disclose to anyone in any manner whatsoever the confidential information, specifically in a way that adversely impacts the interests of the Disclosing Party, Government of India and India's natural resources.

- D. The Recipient acknowledges and confirms that all information provided in relation to the Properties, on or after the date of this Agreement, shall be treated as confidential and shall not be used, disclosed, sold, assigned, traded, published, or otherwise disclosed by the Recipient for any purpose other than the purpose specifically agreed under this Agreement.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

**“Affiliate or Affiliated Company”** means a company or a body: (a) which directly or indirectly controls or is controlled by a company which is a Party to this Contract; or (b) which directly or indirectly controls or is controlled by a company which directly or indirectly controls or is controlled by a company which is a Party to this Contract. For the purpose of this definition it is understood that “control” means the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including but not limited to, by virtue of their shareholding or management rights or shareholder's agreements or voting agreements or in any other manner.

**“Confidential Information”** shall mean data pertaining to geological, geophysical, geochemical, petro physical, well logs, maps, as well as all interpretative and derivative data, including reports, analyses, interpretations, evaluation and all information provided or to be provided by the Disclosing Party including without limitation any confidential, non-public or proprietary information provided or disclosed on or after the date of this Agreement to the Recipient in accordance

with this Agreement and in relation to the Properties described in Schedule I, and shall include without limitation:

(i) all copies, notes, analyses, studies, memoranda, compilations, or other documents, both in digital and non-digital format which contain, in whole or in part, the information furnished by the disclosing party with respect to the Purpose (as defined in this Clause 1.1 below)

(ii) any information identified as being 'privileged' or 'confidential',

and shall be deemed to include all information, irrespective of the method of communication being by way of, but not limited to written documents, disks and electronic mail.

**"Person"** shall mean any natural person, firm, company, governmental authority, joint venture association, partnership or other entity (whether or not having a separate legal personality).

**"Purpose"** shall mean the purpose for which the Confidential Information shall be disclosed by the Disclosing Party to the Recipient and shall mean to enable the Recipient to utilize such Confidential Information disclosed to recipient for (i) evaluating participation by the Recipient in the bidding process under Hydrocarbon Exploration and Licensing Policy, (ii) to evaluate the Properties or any transaction in connection with a possible acquisition by Recipient or any one of its Affiliated Companies of certain rights in the Properties and/ or (iii) to carry out its obligation under any contract with the Government of India or any of its authorities in relation to exploration and production of hydrocarbons under the Hydrocarbon Exploration and Licensing Policy; and/or (iv) utilize such information to develop its knowledge of the area related to exploration and production of hydrocarbons.

**"Properties"** shall mean the area identified by the Disclosing party for possible acquisition by Recipient for evaluation and possible transaction with the Disclosing party may take place and shall be limited to the area listed under Schedule 1 to the Agreement.



## **1.2 Interpretation**

Save where the context otherwise requires in this Agreement:

- (i) Words importing the singular shall include the plural and vice versa where the context so requires;
- (ii) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iii) Reference to any gender shall include a reference to all other genders;
- (iv) References to the words “include” or “including” shall be construed without limitation;
- (v) References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated; and
- (vi) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

## **2. CONFIDENTIALITY OBLIGATIONS**

### **2.1 Confidentiality Obligations**

- (a) Subject to Section 2.1(c) below the Disclosing Party agrees to make available to the Recipient, all information reasonably requested by the Recipient, in relation to the area more fully described in Schedule I, for the Purpose.
- (b) The Recipient acknowledges that any use of Confidential Information received by the Recipient, if used by the Recipient for any purpose other

than the Purpose agreed in this Agreement, could materially and adversely affect the Disclosing Party and result in significant losses for the Disclosing Party.

- (c) Having understood the above, the Recipient agrees and undertakes that it shall:
- i) treat the Confidential Information provided to it by the Disclosing Party as confidential and not disclose such information, to any Person other than as permitted under this Agreement;
  - ii) use the Confidential Information solely for the Purpose agreed in this Agreement and not for any other purpose, including without limitation, for the purpose of furtherance of the Recipient's business or business interests;
  - iii) make all inquiries and other communications in relation to and on the basis of the Confidential Information on a confidential basis directly to the Disclosing Party or agents of the Disclosing Parties specified by it to the Recipient in writing. Accordingly, the Recipient agrees not to directly or indirectly contact or communicate with any Person other than the Disclosing Party or an authorized agent of the Disclosing Party in relation to the Confidential Information or to seek any information in connection therewith from such Person, without the express written consent of the Disclosing Party;
  - iv) strictly adhere to all the terms of this Agreement and apply no lesser security measures to protection of the Confidential Information than it applies to its own confidential information;
- ; and
- v) not make any statement or announcement to any third parties about the Purpose or the arrangements contained in this Agreement, except as otherwise permitted by this Agreement.

- 2.2 The Parties hereby agree that the obligations of confidentiality on the Recipient under this Agreement shall not apply to information: (a) that is in the possession of the Recipient on the date of this Agreement other than due to the disclosure of such information by a Disclosing Party; (b) that, subsequent to its disclosure hereunder, becomes publicly available to the Recipient without any violation of this Agreement by the Recipient or its Representatives; (c) approved for public release by prior written consent of the Disclosing Party in terms of this Agreement;.
- 2.3 The Parties hereby agree that the obligations of confidentiality as contained in this Agreement shall not apply to any Confidential Information that the Recipient is required to disclose for complying with any applicable law or the order of any court of law or governmental authority.
- 2.4 The Recipient agrees and undertakes that, without prejudice to the foregoing provisions, it shall not use the Confidential Information for any purpose whatsoever other than the Purpose agreed in this Agreement.

### **3 DERIVED CONFIDENTIAL INFORMATION**

- 3.1 All interpretative and derivative data, including reports, analyses, interpretations and evaluation prepared from or out of Confidential Information is hereinafter referred to as “**Derived Confidential Information**” and shall also constitute Confidential Information.
- 3.2 The Recipient shall have the right to make use of Derived Confidential Information for the Purpose and for its own internal use and shall not sell , assign or trade Derived Confidential Information.
- 3.3 Recipient shall not disclose the Derived Confidential Information to anyone other than employees, officers and directors of Recipient and its Affiliated Companies or those persons to whom the Confidential Information may be disclosed pursuant to this Agreement without the prior written consent of Disclosing
- 3.4 Recipient shall be allowed to retain such Derived Confidential Information for its own use and shall not use such Derived Confidential Information for sale or any other purpose.

### **4 NON-EXCLUSIVE DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 4.1 Disclosing Party confirms that it has the right and authority to disclose the Confidential Information to Recipient. The disclosure of Confidential

Information to Recipient is non-exclusive, and Disclosing Party may disclose the Confidential Information to others at any time.

## **5 PERMITTED DISCLOSURE BY RECIPIENT**

- 5.1 Recipient may disclose Confidential Information to the extent the Confidential Information must be disclosed under applicable law, including by stock exchange regulations upon which the shares of Recipient or its Affiliated Company are quoted or by a governmental order, decree, regulation or rule or by order of any competent court, provided that Recipient shall give prompt written notice to Disclosing Party prior to such disclosure and so far as is practicable to do so the Recipient shall consult with the Disclosing Party prior to such disclosure with a view to agreeing its timing and content.
- 5.2 Recipient may disclose Confidential Information without the prior written consent of Disclosing Party to the following persons to the extent necessary and required for the performance of their duty for fulfilling the Purpose:
  - 5.2.1 employees, officers, and directors of Recipient;
  - 5.2.2 employees, officers, and directors of an Affiliated Company of Recipient
  - 5.2.3 any consultant or agent retained by Recipient or its Affiliated Company;  
or
  - 5.2.4 any bank, financial institution, or entity funding or proposing to fund participation by Recipient or its Affiliated Company.
  - 5.2.5 if the Recipient has signed Revenue Share Contract in relation to properties, to persons as stated in relevant clause of the Revenue Share Contract.

Prior to making any disclosures to persons under Article 5.2.2, Article 5.2.3 or Article 5.2.4 or 5.2.5 however, the Recipient shall obtain an undertaking of confidentiality and restricted use substantially in the same form and content as this Agreement, from each such person, provided, however, that in the case of outside legal counsel, the Recipient shall only be required to procure that such legal counsel is bound by an obligation of confidentiality and provide promptly a copy of such undertaking of confidentiality to Disclosing Party.

## **6 RETURN OF CONFIDENTIAL INFORMATION**

- 6.1 Disclosing Party may demand the return of the Confidential Information, except Derived Confidential Information, at any time upon giving written notice to Recipient, within 30 (thirty) days of receipt of such notice, the Recipient shall return or destroy all Confidential Information supplied to the Recipient by the Disclosing Party and destroy or permanently erase (to the extent technically

practicable) all copies of such Confidential Information made by the Recipient and use its reasonable endeavours to ensure that anyone to whom the Recipient as supplied any such Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the Recipient are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. The provisions of this section 6.1 do not apply to the following:

6.1.1 Confidential Information that is retained in the computer backup system of Receiving Party will be destroyed in accordance with the regular ongoing records retention process of Receiving Party or such Representative and if the Confidential Information is not used prior to its destruction;

## **7 TERM AND TERMINATION**

7.1 This Agreement shall be effective **till the contact period of the archival job ends from Effective Date or unless otherwise terminated.**

7.2 In addition to the rights of the parties established by the underlying Agreement, if Recipient has materially breached any of its obligations under this Agreement, Disclosing Party, shall have the right to:

7.2.1 require Recipient to return or caused to destroy Confidential Information other than the Derived Confidential Information, immediately

7.2.2 terminate the Agreement immediately, if the breach is not cured within 15 days of notice to be given under this clause of 7.2.

Provided, that before exercising any of the options from Article 7.2.1 to Article 7.2.2, Disclosing Party shall give a written notice of its intention to Recipient.

7.3 Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, Disclosing Party.

7.4 Any event of termination of this agreement under Clause 7.2 shall not relieve the Recipient from its confidentiality obligations envisaged under Clause 2.1 of this agreement.

## **8 INDEMNITY**

- 8.1 Disclosing Party shall make no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information, and Recipient (on behalf of itself and its representatives) expressly acknowledge the inherent risk or error in the acquisition, processing, and interpretation of geological and geophysical data. Recipient shall defend and hold Disclosing Party harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of use of or reliance upon the Confidential Information by the Recipient or any other person or entity to whom Confidential Information may be disclosed pursuant to this Agreement.

## **9 GOVERNING LAWS AND JURISDICTION**

- 9.1 This agreement shall be governed by the Laws of India and any claims, demands, cause of action, disputes, controversies and other matters in question arises out of, in relation to this Agreement during the subsistence of this Agreement or thereafter shall be adjudicated exclusively by the courts in New Delhi.

## **10 MISCELLANEOUS PROVISIONS**

### **10.1 General Restrictions**

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by any Party without the prior written consent of the others.

### **10.2 Liability for Breach**

Without prejudice to any other rights or remedies that a non-defaulting Party may have against any other Party who is in breach of the terms and conditions of the Agreement (the '**defaulting Party**'), the defaulting Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the non-defaulting Party shall be entitled without proof of special damage to seek the remedies of injunction, specific performance and other equitable relief for any such breach by the defaulting Party

### **10.3 Limitation of Liability:**

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages and such equitable relief as may be granted under this Agreement. Parties shall not be liable to each other for any other damages, including loss of profits or business interruptions, or indirect,

incidental, consequential, special, exemplary or punitive damages. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an equitable relief or an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Recipient or any other person receiving Confidential Information pursuant to this Agreement.

#### **10.4 Reservation of Rights**

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

#### **10.5 Cumulative Rights**

All remedies of the Parties under this Agreement whether provided herein or conferred by statute, common law, equity, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

#### **10.6 Severability**

If any provision of this Agreement or the application thereof to any Person or circumstance is held to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

#### **10.7 Notice**

All notices under this Agreement shall be in writing, sent by email or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice aforesaid and marked for the attention of that Party's signatory to this Agreement (or such other person as notified to the other Party). Delivery of all communications to be addressed as follows:

MM-12019/5/2020-DGH /ENQ-182

**For the Disclosing Party**

**Attn:** HoD(NDR)

**Address:** Directorate General of Hydrocarbons, OI DB Bhawan, Tower-A,  
Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301

**Telephone No:** 0120-2472578

**E-mail:** indr[at]dghindia[dot]gov[dot]in

**For Recipient:**

**Attn:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**10.8 Amendments**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

**10.9 Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior written or oral understandings, agreements and deeds relating to it and the provisions of this Agreement shall not be modified, waived or amended except in writing executed by both Parties.

**10.10 Relationship**

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.



#### 10.11 Costs

Each Party shall bear its own costs in relation to this Agreement.

#### 10.12 Disclosure

Neither Party shall make, or permit or procure to be made or solicit or assist any other Person to make any announcement or disclosure of the contents of this Agreement except to the extent permitted by this Agreement.

#### 10.13 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by either Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day and year first above written.

**DIRECTORATE GENERAL  
OF HYDROCARBONS**

**HoD(NDR)**

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

**Signature:** \_\_\_\_\_

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

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

**SCHEDULE I –Properties**

**Undertaking for data deletion****Reference: 1). Contract No:****Contractor Name:****Subject: Archival/Transcription of Seismic Data Tape cartridges**

This is to certify that no data (hard copy or soft copy) pertaining to the above referred Contract is left at **Transcription centre** at ..... (Full Name of Centre) or handed over to any third party. All data transcribed/copied under the above referred Contract has been handed over to DGH.

Also it is confirmed that all data in hard disks or any other storage media of the above referred Transcription centre has been deleted.

Sign.....

Sign.....

Contractor's Representative  
Name:

DGH Representative  
Name:

Date:

Date:

**Summary of jobs completed –to be submitted daily**

Date-----

Sl No.	Block Name	Survey Name	Type of input Cartridge	Number of input Cartridges	Number of Output cartridges
1					
2					
3					

**Monthly Report for -----**

Table-1: Status of cartridges with the contractor at the End of Month

SL. NO.	Block Name	Survey Name	Total no. of Cartridges in the Block/Survey	No. of input cartridges copied	No. of cartridges pending for copying
Total					

Table -2: Status of Cartridges Copied During the month

Sl no.	Block Name	Survey Name	Total		Copied		Missing	
			Cartridges	Shots/ CDP Files	Cartridges	Shots/ Files	Cartridges	Shots/C DP Files
Total								

Table -3: Cumulative Statistics for the Month

SL No.	No. of cartridges supplied	No. of cartridges for which copying and QC completed	Overall Achievement (%)	Achievement (%) Vs. Cumulative target

--	--	--	--	--

### Input cartridges Report

Sl. No.	Block Name	Survey Name	Input Cartridge no.	First Line no.	First SP/First File no.	Last Line no.	Last SP/Last File No.	Remarks

### Output Hard Disk Report

Block Name	Survey Name	Output HDD No.	First Line No.	First File no. /CDP/SP	Last Line no.	Last File no./ CDP/SP	Gaps , if any

## Procedures for Quality Control

Contractor has to ensure the quality of output data before handing over to DGH. The contractor will ensure that the following quality control steps are adhered to during the course of data copying

- 1 The contractor will ensure during copying that the line no. mentioned in the job file matches with the line no. in the master header of input cartridges. All input cartridges should have 'write protect' lock prior to mounting in cartridge drives. There has to be provision for warning messages for missing files, cartridges, duplicate files etc.
- 2 Copying logs should indicate hard errors, soft errors and the same should be saved on DVD for future reference.
- 3 Shot gathers from Input Cartridges will be examined on the monitor screen of copying system at an interval of 40 shots. These records will be saved on DVD as TIFF files for subsequent viewing for general QC purpose.
- 4 After copying, the data should be read from output hard disk and plots of the same records as per step no. 3 at an interval of **40** are to be taken for each output hard disk. This is a part of QC check to ensure good quality transcription/copy, failing which job may have to be repeated.
- 5 A printout of the master database will be generated for all the Blocks/ Surveys/ Lines completed during a month. This is linked with payment policy.
- 6 Contractor should ensure that during copying there should not be any extra noise added to the data, in other words signal to noise ratio has to be preserved.
- 7 All efforts are to be made to retrieve full data from the input cartridges. If the data retrieved from any input cartridge is less than 99% then the dump of that cartridge is to be taken. If the dump shows more data on Input cartridge, copying job will have to be repeated. At least three trials have to be done for copying full data.

-----

<b>PRICE SCHEDULE</b>								
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units (In no of Cartridges)</b>	<b>BASIC RATE In Figures To be entered by the Bidder in Rs. P</b>	<b>GST in%</b>	<b>TOTAL AMOUNT Without GST in Rs. P</b>	<b>TOTAL AMOUNT With GST</b>	<b>TOTAL AMOUNT In Words</b>
1.01	Bit-to-bit Copying of Raw (SEGD) data from 3592 cartridges on to the HDD with necessary QC and validation with input data.	950	Nos					
1.02	Bit-to-bit Copying of Stacked (SEGY) data From 3592 cartridges on to the HDD with necessary QC and validation with input data	1,090	Nos					
1.03	Bit-to-bit Copying of Stacked (SEGY) data From 3592 cartridges on to the HDD with necessary QC and validation with input data.	35	Nos					
1.04	Bit-to-bit Copying of Raw (SEGD) data from 3590 cartridges on to the HDD with necessary QC and validation with input data.	6,730	Nos					
1.05	Bit-to-bit Copying of Stacked (SEGY) data From 3590 cartridges on to the HDD with necessary QC and validation with input data.	720	Nos					
1.06	Bit-to-bit Copying of navigation data from 3590 cartridges on to the HDD with necessary QC and validation with input data.	125	Nos					
1.07	Output media, HDD – (Make-Seagate/WD) (having 8TB or more storage capacity with NTFS file system) Disk with USB connectivity	200	Nos					
<b>Total in Figures</b>								
<b>Quoted Rate in Words</b>								

Signature of 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:

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

#### **6. Offline submissions of some documents:**

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

- (I) DD/ Bid Bond (In Original) for EMD (Bid Security).
- (II) Power of Attorney (in Original) for authorized signatory of bid.
- (III) Any other document, if specified, in the tender.

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

**Note:**

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

**7. Other Instructions:**

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

The bidder should visit the home-page of the CPP portal ([www.eprocure.gov.in](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-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
  - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
  - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blueback 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.