



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

(E-Tender Notice)

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

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for “**13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category 1, Contract Cost =<50 MM USD) under PSC for FY 2019-20**”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid 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 would be accepted.

E-Tender No.	Description of Item
MM-12016/1/2020-DGH /C-5369/ENQ/192	13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category 1, Contract Cost =<50 MM USD) under PSC for FY 2019-20

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-12016/1/2020-DGH/C-5369/ENQ/192

TENDER DOCUMENT

FOR

**13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks
(Category 1, Contract Cost =<50 MM USD) under PSC for FY 2019-20**

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

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

FORWARDING LETTER

To,

Sub: E-Tender for “13th Round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category 1, Contract Cost =<50 MM USD) under PSC for FY 2019-20.”

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 and its attachments**. The salient features of the tender are:

1	E-Tender No.	MM-12016/1/2020-DGH /C-5369/ENQ/192
2	Brief Description of the Services / Scope of Supply	13th Round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category 1, Contract Cost =<50 MM USDM USD) under PSC for FY 2019-20.”
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	03/02/2021 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: 1100 Hrs. (IST) on the next working day 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)	NIL (However, bidder need to submit Bid Security Declaration)
9	Performance Guarantee to be submitted only by the Successful Bidder	3% of the Annual Contract value to be submitted within 21 days of submitting the letter of Intent (LOI). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 6 months beyond the expiry of the tenure of the contract.
10	Eligibility Criteria	As per Annexure-III of Tender document.

- 2.0** Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid 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).
- 7.0** List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-8 of Annexure-I of Bid document.
- 8.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 9.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 10.0** 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.
- 11.0** Other details and terms/conditions are as per the following **Annexure I-VI**.

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

Thanking you,

HoD-MM
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

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

2.0 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 Security Declaration
- Appendix 6 : Bank Guarantee for Performance Security
- Appendix 7 : Undertaking / Declaration
- Appendix 8 : List of documents to be uploaded/submitted along with techno-commercial bid
- Appendix 9 : Pre-Contract Integrity Pact

ANNEXURE-II A : General Terms & Conditions of Contract

ANNEXURE-II B : Special Conditions of Contract

ANNEXURE-III : Bid Evaluation Criteria

ANNEXURE-IV : Scope of Work and Technical Terms & Conditions

ANNEXURE-V : Price Format/Price Schedule

ANNEXURE-VI : E-Bidding Instructions to Bidders

Appendix- 10 : Details of bidder

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

5.0 CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than **5 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

6.0 AMENDMENT OF BID DOCUMENT

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

6.2 The Addendum will be hoisted on DGH's website and GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid website still 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. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- b. Bid document (**without indicating price in Price format/Price schedule/ BOM/ BOQ**) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-8.

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

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

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

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

- i) 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.

- ii) 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 respective **Annexures & Price schedule at Annexure-V**. The prescribed proforma at Appendices of **Annexures**, 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-8 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.

9.8 PAYMENT TERMS:

- i) 100% payment shall be released within 60 days from the date of receipt of final audit report at DGH office.
- ii) TDS as per rules.

10.0 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, along with 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.

11.0 VAGUE AND INDEFINITE EXPRESSIONS

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

12.0 PERIOD OF VALIDITY OF BIDS

12.1 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.

12.2 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 correspondingly.

13.0 BID SECURITY

No bid security is applicable for this tender. However, bidders need to submit “Bid Security Declaration” at Appendix-10.

14.0 PHYSICAL BID/ TELEFAX / e-mail BIDS:

14.1 Physical Bid/Telefax/e-mail bids will not be considered. Bids must be submitted online, digitally signed failing which they shall be rejected.

14.2 Necessary original documents, as mentioned in bid document, are only required to be submitted in physical form at DGH office.

d. SUBMISSION AND OPENING OF BIDS

15.0 SEALING AND MARKING OF BIDS.

15.1 Offers are to be submitted in electronically. The first electronic cover/ envelope will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed. Physical documents as mentioned in the bid document must be reached at DGH office before bid closing date and time.

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

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.1 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, 33
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.**

17.0 LATE BIDS

17.1 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.

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

19.0 OPENING OF BIDS

19.1 The bid will be opened at **1400 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.

19.2 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.

19.3 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.

20.0 EVALUATION AND COMPARISON OF BIDS

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

21.0 UNSOLICITED POST TENDER MODIFICATIONS

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

22.0 EXAMINATION OF BID

22.1 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.

22.2 **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.**

23.0 SPECIFICATIONS

23.1 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.

24.0 PURCHASE PREFERENCE

24.1 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 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.

24.2 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.

24.3 Bidders seeking Purchase preference (linked with local content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC). Any other guidelines/notifications

issued by the GoI/concerned department related to purchase preference shall also be applicable.

e. AWARD OF CONTRACT

25.0 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.

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

26.1 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.

27.0 NOTIFICATION OF AWARD (NOA)

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

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

27.3 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.

28.0 PERFORMANCE SECURITY:

28.1 Successful bidder shall submit the performance security, **3 %** of Total Annualized contract value for a period extending to **06 months beyond** the expiry of the tenure of the contract, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix – 6** in the form of Bank Guarantee(BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

28.2 The performance security specified above must be valid as per time period mentioned above at 28.1, to cover the obligations indicated in **clause 14.0** 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.

28.3 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.

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

29.0 SIGNING OF CONTRACT:

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

BID SUBMISSION PERFORMA

Tender No. MM-12016/1/2020-DGH /C-5369/ENQ/192

Bidder's Telegraphic Address:

Telephone No.:

FAX No.

:

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature of the
Bidder

Name_____

Seal of the Company

Dated

Signature of witness

Address

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. _____ Date.....

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

Subject: **Tender No.**----- **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
- (ii) We are not a firm in which a DG or his relative is a partner;
- (iii) I am not a partner in a firm in which a DG or his relative is a partner;
- (iv) We are not a private company in which a DG is a Member or Director;
- (v) We are not a company in which DG holds 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.

Bid Security Declaration

Ref: Tender No. MM-12016/1/2020-DGH /C-5369/ENQ/192 for 13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks (Category4, Contract Cost =<50 MM USDMM USD) under PSC for FY 2019-20.

We hereby accept that if we withdraw or modify our bid during period of validity etc., our firm/company will be suspended for 02 years from the date of suspension.

Bidder Signature & Firm Stamp

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 thisday of20__ 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. MM-12016/1/2020-DGH /C-5369/ENQ/192 for "13th round Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks under PSC for FY 2019-20".

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

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

OR

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH TECHNICAL-COMMERCIAL BID**A. List of Documents to be uploaded in Techno-commercial electronic envelope:**

The tenderer shall upload the following digitally signed documents in Techno-commercial electronic envelope. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Duly signed and scanned copy of Experience Certificate in accordance with clause no. B.1(Technical Rejection Criteria) at Annexure-III of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
4. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 7, 9) of bid document.
5. Digitally signed copy of bid document (un-priced) as confirmation/acceptance of all tender conditions in toto.
6. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

7. Self-attested copy of GST registration certificate or undertaking as per Appendix-7 of Annexure-I.
8. Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
9. Declaration on the company's letter head and duly signed by the signatory of the bid that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH

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

Power of attorney (Sr. No. 6 above), and any other documents, if mentioned, are also to be submitted offline in original before tender closing date and time.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre- contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ 2020, 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 precontract 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 1926.

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 as per the conditions laid out in tender documents.

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

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

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

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

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

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

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

MODEL CONTRACT AND GENERAL CONDITIONS OF CONTRACT

(Letter of Award will be governed by following applicable general terms & conditions)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OADB 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 Supply/Schedule of rates at **Annexure-IV** of this agreement. 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 Fax order / Letter of Intent /Notification Of Award vide its letterdated.... 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:

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

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 DAY

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

1.11 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.

1.12 WORKS / OPERATIONS:

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

1.13 GUARANTEE:

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

1.14 MOBILISATION:

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

1.15 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

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 FACILITY:

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

1.21 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.

1.22 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

1.23 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.

1.24 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,

1.25 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 SUPPLY / WORK / CONTRACT:

Scope of the SUPPLY/WORK/CONTRACT shall be as defined in the CONTRACT, specifications 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 after placement of LOA. DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract or the intimation to Operator/Contractor by DGH for appointment of auditor whichever is later.

3.2 MOBILISATION TIME: Successful bidder shall be required to mobilize manpower & other resources for commencement of services at the specified site within a maximum of **2 weeks** from the date of information to Operator/contractor by DGH. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.

3.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which mobilisation is completed, will be treated as date of commencement of Contract.

3.4 DURATION OF CONTRACT: Refer 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 / Technical Specifications (**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

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. 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. 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 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 will 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

(a) For CONTRACT related communication: HOD (MM), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax: +91 120 2472049.

(b) For reports and payments: HOD (CF), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. Fax: +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

..... Fax.....

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.

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.

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

11.1 DGH shall pay to CONTRACTOR for the services/supply, to be provided by the CONTRACTOR as per the Scope of supply (**Annexure-IV**). 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 to the addressee at **8.1 (b)** above.

11.3 Clear (undisputed) invoices with original supporting documents duly countersigned by DGH's representative/ engineer wherever applicable will be submitted at the end of satisfactory completion of Works / Services / Project by the CONTRACTOR to DGH and payment shall be made within 30 (thirty) calendar days from the date of receipt of invoice at the above office (Unless otherwise specified in the Special Conditions of the Contract)

The original invoice should also accompany the following documents/ details: 1) Along with invoice: Following documents / details should be invariably furnished along with the invoice:

- a) Copy of valid registration certificate under the GST Tax rules.
- 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) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Tax registration number, Rate and amount of GST shown separately).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.
- h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

In addition to the said particulars submitted along-with the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount .

11.4 In the event of any dispute in a portion or whole of any invoice, DGH shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

11.5 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 therefor. 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 A 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.

12.2 B. 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 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.

12.4 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.

12.5 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.

12.6 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.

12.7 It is noted that CONTRACT u/s 192 (2) of the Income Tax Act, 1961 for the purpose of deduction of tax at source will be obtained by DGH from the concerned Income Tax authorities in India.

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 **15 (fifteen)** days written notice.

Non-performance Remedies: In the event of failure to accomplish the work to the satisfaction of DGH under engagement letter, DGH reserves the right to cancel the engagement letter or a portion thereof by serving prior notice to the bidder and if so desired, engage other firms for availing the same services at the sole risk and cost of bidder.

14.0 PERFORMANCE BOND

14.1 The Contractor shall furnish to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (3% of the Total Annualized contract value) to be submitted within 21 days of the placement of Letter of Award (LoA)/ Notification of Award (NoA) valid till 06 months beyond duration of contract 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.

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

16.1 Verification of character and antecedents of Contractual Manpower [NOT APPLICABLE]

In all contracts involving deployment of Contractor's manpower , Contractor must ensure that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

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.

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 governing interalia customs stowaways, foreign exchange etc.

19.0 INSURANCE [NOT APPLICABLE]

CONTRACTOR may, 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

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 subCONTRACTOR'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 subcontractors or subCONTRACTOR's personnel and

b) loss or damage to:

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR'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 25**.

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 **15 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 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.

(iii) Forfeiture of Performance Security

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.
- (i) 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.

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 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 cancelling 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 new Delhi (the place where the CONTRACT is signed in India).

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Any dispute or difference arising out of this contract shall be settled by mutual negotiations. If the dispute or difference cannot be settled by way of negotiations, it will be referred to Arbitration. There shall be three arbitrators, one by each party and the third appointed by the two. The arbitrator shall give reasoned award.

29.2 The arbitrators shall decide by whom the arbitrator's fee as well as cost incurred in arbitration shall be borne.

29.3 All arbitration proceedings shall be conducted in New Delhi / Delhi.

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 and limiting or extending the meaning of any provisions of this CONTRACT.

32.0 PATENT INDEMNITY (Not applicable)

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 FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE:

- (a) Date of completion of the work/job/supply shall be the essence of the contract. If the contractor/supplier fails to complete/deliver the work/material as per time schedule of six months **or at any time repudiates** the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:
- (b) The final Audit report shall be submitted to the Govt. of India within 30 days from the completion of audit, failing which the liquidated damages at the rate of half percent per week of delay or part thereof limited to five percent of the lump sum auditing fees shall be levied for the fields for which the submission of report is delayed.

OR

- (c) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.

36.0 Integrity Pact (applicable for tenders above ₹50,00,000/-)

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

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

SPECIAL CONDITIONS OF THE CONTRACT.**1.0 DELAY IN MOBILISATION AND COMMENCEMENT OF WORK AND LIQUIDATED DAMAGES:**

a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower so as to commence the services within the maximum period specified the LOA/ Scope of work.

2.0 RECORDS / REGISTERSAND REPORTS:

The Service Provider shall maintain all statutory registers, records, pay sheets etc. and shall be responsible for Exploration all records for inspection under different statues by the concerned authorities. The Service Provider shall also comply with all labour laws as enacted by State Governments / Government of India. The Service Provider shall at all times maintain and when required, submit their records, registers of books connected with the execution of the contract for checking to a duly authorized officer of the DGH for inspection so as to determine whether or not the contractor is complying with the terms and conditions of this agreement provisions of the laws that may be applicable.

a) All Records / Registers as per contract Labour (Regulation & Abolition) Act, 1970.

3.0 MANAGEMENT OF CONTRACT

The contract shall be monitored by HoD (CF), DGH or his authorized representative. DGH's authorized representative will oversee the day-to-day performance of the Service Provider with reference to the scope of work. He will monitor the performance, qualitatively and quantitatively and will:

a) Go through the complaints, if any, daily verify and certify the monthly running bills of the Service Provider as per the terms and conditions set in the contract.

b) Suggest penalties for unsatisfactory services by the Service Provider or impose liquidated damage for the loss damage / shortage of DGH material due to nonperformance or negligence of Service Provider or any of his employees.

4.0 COMPLIANCE OF LAWS:

The Service Provider shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules and regulations, and notifications whether from Central or state or local bodies at his cost and risk in respect of staff employed by him and will maintain records as per statutory requirements. If due to any reason whatsoever DGH is made liable for any liabilities, it shall be payable by the Service Provider to DGH and also such liabilities shall be recoverable by DGH from dues payable to the Service Provider and from security deposit of the Service Provider with DGH or by invoking the contract performance bank guarantee.

The Service Provider shall pay and meet all expenses, arising out of or as a consequence of various provisions in the aforesaid Acts and statues.

The Service Provider shall be solely responsible as regards salary / wages, leave with wages, and service conditions and terms extended by the Service Provider to their employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders applicable to the Service Provider and its employees/workmen in general and in particular, laws, enactment rules and regulations and order dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948 and Safety regulations. Regulations relating to employment of female work force, security requirements and such other rules and regulations as may be applicable at hereafter.

Tax liability if any, will be recovered as per rule from the Service Provider's claim/bill. The Service Provider shall bear all professions and corporate taxes / levies, levied under the contract. The DGH will deduct income tax at source as per Income Tax Act and Rules from the payment due to the Service Provider and will pay to the Income-tax authorities directly. TDS Certificate will be issued to the Service Provider.

All the prices will remain firm during the entire contract period. No escalations during the tenure of the contract will be entertained.

5.0 CONTRACT PERFORMANCE: The Audit Firm will be bound to re-audit the block for non-compliance of Scope of Work of Audit by the audit firm for any audit year, at the risk and cost of auditor.

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

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL: The bidder must meet the following rejection criteria: -

1.1 Registration: Bidding Audit Firm must be registered in India and empaneled with CAG.

1. Age of Audit Firm: To authenticate that the bidding firm is a well established one, the firm itself should have been in existence for 7 years or more.

2. Experience of Audit Firm:

- (i) Bidding Audit Firm must have a minimum experience of 5 years for audit;
- (ii) Bidding Audit Firm must have a minimum experience of carrying out at least one single audit during the last 3 years of any organization having a minimum net worth of INR 100 Crore or a minimum annual turnover of INR 250 Crore in the year of audit.

3. Number of Full Time Partners: The Audit Firm should have a minimum of three (3) Chartered Accountants (CAs), out of which at least two (2) should be Full Time Partners.

4. Association of Partners in the Audit Firm: To demonstrate stability over time

- (i) At least one (1) partner should have association with the firm for 5 years or more;
- (ii) No partner out of minimum requirement of two fulltime partners should have an association of less than one year with the firm.

5. Professional Fees of the Audit Firm: To demonstrate financial credit worthiness of the audit firm

- (i) The average annual gross receipts of the firm towards professional fees should be minimum Rs. 10 lacs during the last 2 years.
- (ii) The audit firm will be required to submit supporting ITR along with the bid.

1.7 Conflict of Interest: While bidding for a particular Exploration block, audit firm should declare

- (i) That they have no conflict of interest;
- (ii) They were not engaged as MC appointed auditors and/or internal auditors of that particular block during the year immediately preceding to the current year and
- (iii) They are not engaged as MC appointed auditors and/or internal auditors of that particular block in the current year.
- (iv) They are not engaged as Statutory auditors of any of the consortium JV partners of that particular block in the current year.

Auditors would not be eligible for award of the same block, which they have audited for the last 3 consecutive years.

The Audit Firms that will not fulfill the eligibility criteria as per Technical Bid would be summarily rejected.

1.8 Non-Submission of Integrity Pact-

(i) Non –submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.

(ii) Offers not accompanied with the undertaking on a plain paper or /and duly signed by the signatory of the bid that all the documents /certificates /information submitted by them against the tender are genuine , shall be rejected.

(iii) The integrity pact should be submitted on a plain paper duly signed by the signatory of the bid.

The Audit Firms which will not fulfill the eligibility criteria as per Technical Bid would be summarily rejected.

2.0 DOCUMENTS:

Bidders must furnish documentary evidence along with their bid in support of fulfilling above requirement of eligibility criterion from 1.1 to 1.8 and along with following detailed documents failing which the bids are liable to rejection:

- (a) Organization Profile / no. of working partners in India in the bidder's entity group (to be certified by the bidding entity group).
- (b) Auditor's quoting for the tender will have to give an undertaking that they would not accept any MC Appointed Audit / Internal Audit / Statutory Audit or any other assignment for one year from the date of completion of audit from the operator's company or their affiliates whose Blocks / Fields are awarded to them through this tender.
- (c) Audit firm should declare that they have no conflict of interest. Auditor of any of operator's Block as MC auditor, internal auditor for the year 2018-19 will be regarded as conflict of interest. The conflict for this purpose shall include audit of any of the companies of the operator.
- (d) The auditor should also give an undertaking w.r.t Cl. 1.8 above.
- (e) Bidder should also submit signed and stamped copy of this tender document as a token of having read the tender document, understood the content and agree for all the terms and conditions and scope of work unless separately specified by them.

3.0 COMMERCIAL

- 3.1 Bids shall be submitted under Two bid system, i.e. Technical bid and Price bid together. The Techno-Commercial Bid shall comprise of all the components and annexure, failing which the bid will be liable for rejection.
- 3.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bids received after bid closing date and time will be rejected.
- 3.4 Bid should be submitted only in the form of an e-bid on GoI's CPP Portal. Any bid received in the Physical form or Tele fax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

- 3.5 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.
- 3.6 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.
- 3.7 Any bid containing false statement will be rejected.
- 3.8 Bidders must quote clearly and strictly in accordance with the “Price Format and Evaluation Sheets” of bidding document; otherwise the bid will be summarily rejected.
- 3.9 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –
- (i) Performance Guarantee Bond Clause
 - (ii) Force Majeure Clause
 - (iii) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage clause
 - (vi) Indemnity Clause

4 GENERAL

- 4.1 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to accept or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation as and when advised by DGH. The loading so done by the DGH will be final and binding on the bidders.
- 4.2 To ascertain the substantial responsiveness of the bid the DGH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the DGH, failing which the offer will be summarily rejected.
- 4.3 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail

5.0 BID EVALUATION CRITERIA (BEC)

5.1 EVALUATION POINTS / WEIGHTAGE

- 5.1.1 Marks for Price quoted 80
- 5.1.2 Marks for Man Hours quoted 20
- 5.1.3

S. No.	Criteria for Evaluation	
	Price Bid	Marks
1	Price to be bid separately for blocks indicated in Annexure –‘V’	80
	Man Hours Bid	

2	<p>No. of man hours to be spent by qualified Chartered Accountants in Contractor's office for the job.</p> <p>(Annexure 'V' contains minimum man hours to be spent mandatorily by the Qualified CA in the Contractor's Office. The Audit Firms are to bid in excess of (or equal to) the man hours indicated in Annexure 'V' column 3), evaluation will be done only on the excess man hours, no score will be given if the man-hours quoted is equal to the man-hours indicated in Annexure-V column 3. Bids are liable to be rejected if man hours bid is less than that indicated in Annexure 'V'.)</p>	20
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5.1.4 Under criterion 1, the bidder bidding the least price for a block (L1), will be given the highest marks i.e. 80 and the other bidders will be given marks inverse proportionately up-to two decimal points.

5.1.5 Under Criterion 2, the bidder bidding the maximum man hours in excess of that indicated in Annexure 'V' (col. No. 3.) Will be given highest marks i.e. 20 and marks of other bidders will be reduced proportionately up to two decimal points.

5.2 The bids will be evaluated as per sample evaluation shown below

Sample Evaluation Sheet (say for Block “AA”)								
						Weighted Score		
Sl. No	Criteria	Max marks	Quote1	Quote 2	Quote 3	Quote 1	Quote 2	Quote 3
	Man-Hours		(A)	(B)	(C)	(A)	(B)	(C)
1	No. of man hours to be spent by qualified Chartered Accountants in the Contractor’s office in excess of that indicated in Annexure ‘D’.	20	130	110	100	20.00	16.92	15.38
Price (Max Mark 80)								
Sr. No.	Name of Block.	Quote 1		Quote 2		Quote 3		
1	AA	200000		180000		150000		
		Man Hours Weightage			Price weightage			
1	Quote 1	20.00			60.00			

2	Quote 2	16.92	66.67
3	Quote 3	15.38	80.00
		Combined Weightage of Man Hours +Price	Ranking of the bidders
1	Quote 1	80.00	Third Rank
2	Quote 2	83.59	Second Rank
3	Quote 3	95.38	First Rank

- 5.3 Bids will be evaluated on the basis of total marks scored by the bidders on criteria for evaluation mentioned in 5.1.3
- 5.4 The bidder who is securing the highest total evaluated marks (H1) (i.e. summation of marks scored on Man Hours Bid, Price Bid for the particular block will be awarded the block if the bidder is otherwise techno-commercially qualified.
- 5.5 One bidder normally will not be awarded more than 5 blocks/fields altogether even if the bidder is H1 in more than 5 blocks. However, in case of less number of eligible bidders, DGH reserves the right to award the audit work for more than 5 blocks/fields to a single bidder.
- 5.6 In a situation where a bidder is getting more than 5 blocks, DGH would request the bidder for confirmation of blocks which he is interested to retain and the rest will be allocated as per procedure given in para 5.7 below.
- 5.7 The excess over 5 blocks will be awarded to either of the next two highest scoring bidders (H2& H3 say) each with less than 5 blocks subject to their agreeing to match the hourly rate quoted by the Highest Scoring Bidder (H1) bidder. Such procedure of offering blocks shall be done at two levels only i.e. the next two highest scoring bidders after H1 and shall not be repeated thereafter. In the event, the blocks could not be awarded by the above procedure to next highest scoring bidder; the block shall be awarded to Highest Scoring Bidder i.e.H1 with more than 5 blocks. Where the price of the next highest scoring bidder is lower than that of the H1 bidder the block will be awarded to the next highest scoring bidder at his quoted price.
- 5.8 In the case of tie in marks, selection of bidders would be made based on experience & size of the bidder firms.
- 5.9 DGH reserves the right to take decision as deemed fit in case of any unforeseen situation.
- 5.10 DGH also reserves the right not to award some of the blocks to any bidder without assigning any reason.
- 5.11 DGH reserves the right to cancel the tender without assigning any reason.
- 5.12 In the event no bidders opt to quote for a specific block; DGH reserves the right to award the job to suitable identified bidder on mutually agreed rates, terms and conditions based on available similar quotes received for other blocks.

Details of Bidder (To be submitted by the bidder on Company's letter head)

Sl. No.	Descriptions		Information to be filled by the tenderer (if required separate sheets may be enclosed)	
1.	Name and address of firm/agency with complete contract details			
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)			
3.	Name and Address of the directors proprietor/partners			
4.	Year of formation of the company/Firm			
-5.	Details of registration.		R. No.	Copy enclosed : Y/N Valid: Y/N
6.	(a)GST number/Certificate	No.		Copy enclosed: Y/N
	(b) PAN Number	No.		Copy enclosed: Y/N
7.	Details of Earnest Money		DD/BG No. _____ Date: _____	
8.	Any other information			

Scope of Govt.-Audit of PSCs

(a) Audit should be performed in accordance with generally Accepted Audit Standards issued by ICAI and updated from time to time by them and in particular covering the following areas:

- (i) Planning the work;
- (ii) Obtaining audit evidence through performance of compliance and substantive procedures;
- (iii) Evaluating the adequacy of the accounting system to reasonably assure that all accounting information is recorded;
- (iv) Studying and assessing the operation of internal controls to arrive at the conclusion that the internal control system could be relied upon, and
- (v) Review the financial statements

Auditor should indicate any material weaknesses observed in the system of internal control and the impact of change in the accounting policy, if any.

(b) Auditors have to review and carry out the audit based on the Production Sharing Contract in respect of the following:

1. Whether contractor is maintaining proper books of accounts for all its transactions pertaining to the PSCs and reports of production statement, value of production & pricing statement etc. As required under section 4 to 12 of Accounting Procedure of PSC.

2. (a) Whether all Expenditures and Incomes have been accounted for accurately, as per PSC.

(b) Whether validation of quantity of hydrocarbons produced and saved, sales and income has been done on accrual basis or not.

(c) Whether the methods of measurement of petroleum used by the contractor were approved by the management committee and whether material balancing of the quantity of petroleum has been reconciled.

(d) Whether investment multiple and profit petroleum to GOI has been calculated as per the provisions laid down in the PSC and is correct.

(e) Whether significant accounting policies adopted by contractor are in accordance with the requirements of PSC such as for foreign currency translation, fixed assets, inventories, etc.

(f) Issues of internal control, fixed assets and fraud as per CARO 2003.

In case it is not so, the financial impact should be quantified against each and stated in audit exceptions.

3. Whether all costs and expenditures have been classified into proper heads of expenditures as defined in the PSC namely Exploration, Development and Production.

4. Audit Report and Statement of Audited Accounts

Audit should validate inter-alia the following statements:

- a) Statement of sources & utilization of funds along with its various schedules (Format-1).
 - b) Value of petroleum produced and saved including the government's share of profit petroleum and sales schedule.
 - c) Extent of allowable and recoverable costs as per PSC (Format 2, 2A, 3A, 3B & 4).
 - d) Calculation of Profit Petroleum, as per PSVC (Format – 5, 5A).
 - e) Calculation of Notional income Tax, Investment Multiple / PTRR as applicable, as per PSC.
5. Whether the cost petroleum and profit petroleum taken by the contractor was in accordance with the allocation done by the management committee and whether the cost petroleum is within the maximum limits stipulated in PSC under Article "Recovery of Cost Petroleum".
6. Whether the "Notional tax" considered by contractor while calculating the "Investment Multiple" / "PTRR" has been accurately determined as per Income Tax Act and PSC provisions. If not, notional tax liability and investment multiple / PTRR and impact on profit petroleum have to be worked out and stated in the audit exception.
7. Auditor may check whether all the conditions in regard to all the Essentiality certificates issued for imports at concessional rates of Customs Duty were being fulfilled.
8. Whether the Joint venture is properly following the procedures as laid down in PSC with regard to procurement of materials and services.
9. Whether there are cases of procurement from affiliates and others, other than at arm's length.
10. Whether the contractor has claimed cost recovery of items still lying in store / inventory and not consumed.
11. Whether the contractor has accounted expenditure prohibited under section 3.2 of Accounting Procedure of PSC.
12. Whether Royalty, Cess, License Fee, Profit Petroleum, PLP (in case of CBM block), and other statutory payments have been correctly determined and timely paid to the Government in line with ORD Act., P&NG Rules, OI DB Act and PSC wherever applicable. If not, correct liabilities shall be stated by auditors. Auditors to certify the month-wise / year-wise payment of Royalty, Cess amount etc. for crude oil, Natural gas and / or condensate separately. The certified statement should show the amount of Royalty, Cess etc. payable as per PSC, actual amount paid to the concerned authorities and excess / shortfall amount of Royalty, Cess etc.
13. Whether all assets (movable/ immovable) and inventory have been properly recorded, accounted for, maintained, reconciled and verified at reasonable intervals and if any discrepancy found the same has been corrected. If not details to be provided.

14. Whether the Overheads charged by the JV are reasonable, verifiable and devoid of any duplication, as per provisions of PSC. If not, details of deviations shall be indicated by the auditor's alongwith recommendation.
15. Whether the actual expenditure incurred by contractor is in pursuance to an approved / reviewed work programme and budget by MC (as the case may be as per provisions of PSC), and whether in the process of charging such costs to Cost Petroleum, the specific stipulations/points raised by the MC (if any) in regard to Budget have been taken care of. If not, details shall be provided by the auditors with recommendation.
16. (a) Whether contractor has carried out the satisfactory adjustment of observations raised by the Auditors appointed by the operator with approval of MC in the past.
- (b) Compliance on satisfactory adjustment of past audit exceptions of audit reports of auditors appointed by Govt. / DGH by the operator as directed by MOP&NG /DGH may be indicated by the audit firm by giving definite recommendations for either dropping the exception or pursuing it further.
17. Whether the salary & compensation in respect of nationals and expatriate manpower has been charged to Cost Petroleum as per contractor's standard personnel policy, as per provisions of PSC. If not, deviations should be detailed by auditors. Auditors should also suggest if any avoidable cost requires adjustment due to such deviations.
18. Whether contractor has created and funded Site Restoration Fund as per provisions of PSC and Govt. Site Restoration Fund Scheme 1999. Auditors should comment regarding adequacy of SRF as required in PSC & Schemes.
19. Whether the contractor during the term of the contract, maintained and obtained insurance coverage for and in relation to petroleum operation for such amount and against such risks as are customarily or prudently insured in the international petroleum industry. Whether the premium paid for joint insurance policies has been duly segregated and only premium which was related to the specific PSC is accounted as contract cost.
20. Whether contractor has included the name of GOI as co insured in all its' insurance policies and whether waiver of subrogation against GOI has been taken in all such policies.
21. Whether, in the case of transfer of material from one block / field to another block / field, DGH's prior approval has been obtained and whether the conditions stated by DGH in the permission of such transfer, have been fulfilled / adhered to. Auditors should also verify the transfers of costs of items & services transferred to / from the concerned blocks / operators.

22. Whether the contractor submitted the bank guarantees / performance guarantees as per provision of PSC.

23. Whether annual audit of accounts was carried out on behalf of the contractor by an independent firm of chartered accountants whose appointment was approved by the Management Committee.

24. Auditor will be required to submit a certificate that the auditors have satisfied themselves regarding procurements having been made competitively as per the PSC provisions.

25. Auditor is to check whether a separate bank account for each block is maintained by the Operator of the block. Auditor is required to examine this bank account transactions to ensure that all cash inflows and outflows are transacted through this account and report accordingly in the audit report.

26. Wherever Development Area Wise Accounting has been stipulated in PSC, the auditor should examine the development area wise correct allocation of expenditures in case of more than one Development Area in the block. The auditor should also examine and certify the correctness of the basis of Apportionment as well as quantum of common expenditure charged to all development areas where there is more than one.

Auditor should not express merely opinion but should also give definite recommendations on all audit exceptions. In the absence of such definite recommendations, the report would be considered incomplete.

Audit observations / exceptions finalized by auditors having financial implications should be quantified. Final exceptions will be drawn for communicating the Contractor in line with PSC provisions.

Annexure – V

PRICE FORMAT

1. Total amount to be paid is inclusive of travelling and lodging expenses.
2. **100% payment shall be released within 60 days from the date of receipt of final audit report at DGH office.**
3. TDS as per rules.
4. GST would be paid extra, if applicable.
5. No other amount is payable.
6. The evaluation would be done block wise.
7. Transport, if required, from onshore base to offshore platforms shall be arranged and borne by DGH. Transportation for site visit if any, for inspection of inventory / assets, shall be arranged by DGH.
8. Total audit fees payable will be proportionately reduced if the actual number of man hours of qualified Chartered Accountants spent for the job (based on self-certification by bidding entity and qualified Chartered Accountant deputed on the job giving details viz. A) Name, Membership No. Of CA. B) Date of Visiting the Clients and c) No. Of Man hours Spent in contractor's office) is less than the man hours indicated in the bid.

Sl. No.	Item Description	Minimum Man Hour to be spent by Qualified CA in contractor's office	No. of Manhour proposed to be spent by qualified Chartered Account in Contractor's office (No. of man hour should be greater than or equal to man hour indicated in col (IV))	BASIC RATE In Figures To be entered by the Bidder in Lump Sum Fee Rs. P **Per Audit Year	TOTAL AMOUNT Without Taxes in Rs. P
1.01	AA-ONJ-02	80			0.00
1.02	AA-ONN-2001/2	64			0.00
1.03	CB-ONN-2004/3	48			0.00
1.04	RJ-ONN-2004/2	48			0.00
1.05	CY-ONN-2004/2	64			0.00
1.06	CB-ONN-2004/2	48			0.00
1.07	MB-OSN-2005/2	48			0.00
1.08	WB-ONN-2005/3	48			0.00
1.09	WB-ONN-2005/4	64			0.00

1.10	CB-ONN-2005/9	64			0.00
1.11	CB-ONN-2005/10	64			0.00
1.12	RJ-ONN-2005/1	48			0.00
1.13	KG-OSN-2009/4	112			0.00
1.14	VN-ONN-2009/3	96			0.00
1.15	AA-ONN-2010/3	48			0.00
1.16	AA-ONN-2010/2	80			0.00
1.17	CB-ONN-2010/11	64			0.00
1.18	CB-ONN-2010/5	64			0.00
1.19	CB-ONN-2010/9	48			0.00
1.20	CB-ONN-2010/8	48			0.00

List of blocks with Cumulative Contract Cost <=50 MM USD (CATEGORY 1)

S. No.	Name of Blocks	Operator	Location (where books of Account are kept)	Contract Costs for FY 2018-19 USD MM
1	AA-ONJ-02	ONGC	JORHAT	6.87
2	AA-ONN-2001/2	ONGC	Jorhat	3.17
3	CB-ONN-2004/3	ONGC	Baroda	0.21
4	RJ-ONN-2004/2	OIL	Jodhpur	1.42
5	CY-ONN-2004/2	ONGC	Chennai	3.03
6	CB-ONN-2004/2	ONGC	Baroda	1.7
7	MB-OSN-2005/2	ADANI	Ahemdabad	0.4
8	WB-ONN-2005/3	ONGC	Kolkata	1.45
9	WB-ONN-2005/4	ONGC	Kolkata	2.67
10	CB-ONN-2005/9	MERCATOR PETROLEUM	Mumbai	2.30
11	CB-ONN-2005/10	ONGC	Baroda	3.21
12	RJ-ONN-2005/1	HOEC	CHENNAI	1.6
13	KG-OSN-2009/4	ONGC	Chennai	21.7
14	VN-ONN-2009/3	ONGC	DEHRADUN	9.83
15	AA-ONN-2010/3	OIL	Assam	1.25
16	AA-ONN-2010/2	OIL	Assam	5.60
17	CB-ONN-2010/11	GAIL	Noida	3.93
18	CB-ONN-2010/5	PAN INDIA	Gurgaon	3.75
19	CB-ONN-2010/9	ONGC	Baroda	1.26
20	CB-ONN-2010/8	BPRL/GAIL	Mumbai	0.92

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

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

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

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

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

2. Broad outline of activities from Bidders prospective:

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

3. Digital Certificates:

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

4. Registration:

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

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

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

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

6. Offline submissions of some documents:

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

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

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

Note:

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

- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

7. Other Instructions:

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

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

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
 - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky 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.
