



**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](mailto: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 from *prospective indigenous bidders* for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”, under two bid system (Techno-commercial bid and price bid).

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

Bids shall be submitted by 1400 hrs on 12.01.2021.

<b>E-Tender No.</b>	<b>Description of Item</b>
MM-12015/2/2020-DGH/C-5403/ENQ-199	Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to <b>Europe &amp; America region</b> for Investment Promotion in E & P Sector targeting International Audience

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.

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

**E-TENDER NO.: MM-12015/2/2020-DGH/C-5403/ENQ-199**

TENDER DOCUMENT

FOR

Hiring of Professional E & P Knowledge Partner/  
Consultancy Agency for Strategizing and Conducting  
International webinars/ Video conference specific to **Europe  
& America region** for Investment Promotion in E & P Sector  
targeting International Audience

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**Directorate General of Hydrocarbons  
Ministry of Petroleum & Natural Gas  
Govt. of 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: **Open Indigenous Competitive Basis** e-tender for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”.

Dear Sir,

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

1	E-Tender No.	MM-12015/2/2020-DGH/C-5403/ENQ-199
2	Brief Description of the Services / Scope of Supply	Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to <b>Europe &amp; America region</b> for Investment Promotion in E & P Sector targeting International Audience
3	Type of Bid	<b>National Competitive Bid:</b> Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	12/01/2021 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: 1500 Hrs. (IST) on the <b>next date of Bid Closing date</b> 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	Nil (A declaration must be submitted by the bidder as mentioned in Appendix-5)
9	Performance Guarantee to be submitted only by the successful Bidder	03% of the Total Contract value with validity 60 days beyond the duration of contract.
10	Duration of the Contract	One year from the date of commencement of contract
11	Eligibility Criteria	As per Annexure-III of Tender document.

12. Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
13. 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.
14. 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.
15. 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.
16. 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).
17. List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-9 of Annexure-I of Bid document.
18. Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
19. DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
20. 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.
21. 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 and B.2** of Bid Evaluation Criteria under **Annexure-III**).

**2.0 PRE BID CONFERENCE:** Not Applicable.

**3.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**4.0 COST OF BIDDING**

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

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

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

**Annexure-I : Instructions to Bidders** with following Appendices.

Appendix-1 : Bid submission proforma.

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

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

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

Appendix-5 : Bid Security Declaration

Appendix-6 : Bank Guarantee for Performance Security

Appendix-7 : Undertaking / Declaration

Appendix-8 : Pre Contract Integrity Pact

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

Appendix-10 : Confidentiality And Non- Disclosure Agreement

Appendix-11 : Conflict of Interest

**Annexure-II : General Terms & Conditions of Contract**

**Annexure-III: Bid Evaluation Criteria**

Appendix-12 : Details of bidder

Appendix-13 : Details of experience

Appendix-14 : BEC Matrix

**Annexure-IV: Scope of work/service**

**Annexure-V : Price Schedule**

## **Annexure-VI : E-Bidding Instructions to Bidders**

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

### **6.0 CLARIFICATION ON BID DOCUMENT**

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter. Clarifications, if any, shall in no case be sought later than **five (05) 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.

### **7.0 AMENDMENT OF BID DOCUMENT**

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

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

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

## **C. PREPARATION OF BIDS**

### **8.0 SUBMISSION OF BID**

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

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

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

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

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

- a. Scanned copy of the following original documents:
  - i. Bid Security Declaration.
  - ii. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

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

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

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

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

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

- i) 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.

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

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

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

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

**8.9 Joint venture bids and consortium bids where consortium bids are specifically allowed as per attached Annexure-III:**

- (a) In view of the nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest, before forming a Consortium, the bidders/ individual constituents of the Consortium are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past

experience and concurrent engagements of constituting partners/members of the consortium/joint venture.

- (b) In the event that the successful bidder is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) The tender document can be purchased in the name of any of the constituent (Leader or member) of the Consortium.
- (d) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader. However, Integrity Pact should be signed by all the constituents of the Consortium.
- (e) Leader of the Consortium on behalf of the Consortium shall co-ordinate with DGH during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded. DGH shall correspond / communicate only with the leader of a Consortium and like-wise, the leader of the Consortium only should communicate with DGH on behalf of the Consortium. No cognizance shall be given to communication received directly from other consortium members. The Leader of the Consortium shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the constituents of the Consortium.
- (f) Any correspondence exchanged between DGH and the Leader of Consortium shall be binding on all the constituents of the Consortium. The Leader of the Consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of Work' of the tender. This confirmation should be submitted along with the techno-commercial bid.
- (g) Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, SD/PBG shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.
- (h) In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.
- (i) Payment for work done under the contract shall be made by DGH only to the Leader of the Consortium. However, in case payment is to be made directly to each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.
- (j) No alteration or modification in the constituents or composition of a Consortium shall be permitted after submission of bid and also after award of the Contract

during currency of the contract. A constituent of the Consortium shall be allowed to undertake and carry out only that activity for which that constituent has been evaluated and qualified technically.

- (k) A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.
- (l) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (m) In case of award to the consortium, only the leader of the Consortium shall submit the PBG for the entire requisite amount of the PBG on behalf of the Consortium.

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

### **9.1 Advice to bidders for avoiding rejection of their offers:**

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

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

## **10.0 BID PRICES**

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

**10.2** Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

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

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

**10.5** Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/

concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

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

#### **10.6 Income Tax Liability**

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

#### **10.7 GST Liability:**

- 10.7.1** The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)
- 10.7.2** The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.
- 10.7.3** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services.
- 10.7.4** In case the applicability of GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. DGH will not entertain any future claim in respect of GST against such offers.
- 10.7.5** In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading: -
- a) DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
  - b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.
- 10.7.6** The service provider should have a valid registration with the concerned authorities of GST and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GSTIN certificate along with the first invoice under the contract.
- 10.7.7** GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part): In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.
- 10.7.8** As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

**11.0 PAYMENT TERMS:** Refer Payment terms described at Annexure-IV.

#### **12.0 MODE OF PAYMENT**

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.

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

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

### **13.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

### **14.0 PERIOD OF VALIDITY OF BIDS**

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

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

**15.0 BID SECURITY:** A declaration as mentioned in Appendix-5 must be submitted in this regard.

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

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

### **d. SUBMISSION AND OPENING OF BIDS**

### **17.0 SEALING AND MARKING OF BIDS.**

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

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

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

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

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

#### **18.0 DEADLINE FOR SUBMISSION OF BIDS**

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

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

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

#### **19.0 LATE BIDS**

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

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

#### **20.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **21.0 OPENING OF BIDS**

**21.1** The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix- 2** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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

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

#### **e. EVALUATION OF BIDS**

## **22.0 EVALUATION AND COMPARISON OF BIDS**

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

## **23.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

## **24.0 EXAMINATION OF BID**

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

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

## **25.0 SPECIFICATIONS**

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

## **f. AWARD OF CONTRACT**

## **26.0 AWARD CRITERIA**

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

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

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

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

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

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

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

## **29.0 PERFORMANCE SECURITY:**

**29.1** Successful bidder shall submit the performance security, **03%** of Total contract value with validity 02 months beyond the duration of contract, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix-6** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

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

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

### **30.0 SUBMISSION OF FORGED DOCUMENTS:**

Bidders should note that DGH may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, DGH shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

### **31.0 GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':**

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.  
[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity *whose beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The *beneficial owner* for the purpose of (3) above will be as under:
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.
- Explanation-
- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership;
  - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6) **CERTIFICATE REGARDING COMPLIANCE:**

- a) Bidders shall submit following certificate:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfils all the requirement in this regard and is eligible to be considered against the tender."*

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

- b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. \_\_\_\_\_(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”*

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 8) ‘Agent’ mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

### **32.0 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 PERFORMANCE**

Tender No.....

\_\_\_\_\_

Bidder's Address:

Telephone No

FAX NO

:

:

Directorate General of Hydrocarbons

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature of  
the Bidder

\_\_\_\_\_  
Name\_\_\_\_\_

\_\_\_\_\_  
Seal of the Company

\_\_\_\_\_  
Dated

Signature of witness

Address

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

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

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

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

Subject: Tender No. ....**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**

Ref: Tender No. MM-12015/2/2020-DGH/C-5403/ENQ-199 for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”.

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

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

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

**Authorised Signatory of  
The Contracting Party**

**Place...**

**Date...**

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

Ref: Tender No. MM-12015/2/2020-DGH/C-5403/ENQ-199 for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”.

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**Bid Security Declaration**

Ref: Tender No. MM-12015/2/2020-DGH/C-5403/ENQ-199 for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”.

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

**Proforma of Bank Guarantee towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No.            Bank Guarantee No.

Dated.

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

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this ..... day of .....20\_\_ at .....

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

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

Ref: Tender No. MM-12015/2/2020-DGH/C-5403/ENQ-199 for “Hiring of Professional E & P Knowledge Partner/ Consultancy Agency for Strategizing and Conducting International webinars/ Video conference specific to **Europe & America region** for Investment Promotion in E & P Sector targeting International Audience”.

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

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

**OR**

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**PRE CONTRACT INTEGRITY PACT**

**1.0 General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 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:

**2.0 Commitments of the BUYER:**

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

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

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

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

### **3.0 Commitments of BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money (Security Deposit)**

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

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

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

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

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

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

## **6. Sanctions for Violations**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Fall Clause**

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

## **8. Independent Monitor/s**

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

E-Mail: sivaprasadrao1950@gmail.com

(Communications can also be concurrently addressed to)

IEM Office C/o HoD(IT) -IEM Coordinator

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

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same

is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER Subcontractor(s) with confidentiality.

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

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

### **9. Facilitation of Investigation**

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

### **10. Law and Place of Jurisdiction**

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

### **11. Other Legal Actions**

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

### **12. Validity**

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

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

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

1. Bid security declaration in the prescribed format as mentioned at Appendix-5 in the bid document.
2. Duly signed and scanned copy of Experience Certificate and other required documents in described at clause no. B.1 (Technical Rejection Criteria), B.2 and D at Annexure-III of tender document.
3. Duly signed and scanned copy of PAN Card/TAN.
4. Duly signed and scanned copy of Certificate of Incorporation/ Registration under Companies Act, 1956/ 2013 or any equivalent, as applicable.
5. Duly signed and scanned copy of Memorandum and Articles of Association.
6. Duly filled, signed and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 5, 7, 8, 10 and 11) at Annexure-I, and Appendix-12, 13 and 14 of Annexure-III.
7. 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.

8. Self-attested copy of GST registration certificate or undertaking as per Appendix-8 of Annexure-I.
9. 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.
10. 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.
11. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

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

Power of attorney (Sr. No. 7 above) are also to be submitted offline in original before tender closing date and time.

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

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

AND

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

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

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

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.
2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.
3. Each party agrees that it will inform each of its employed who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
  - a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;

- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or

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

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

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

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

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

DIRECTORATE GENERAL OF HYDROCARBONS

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Conflict of Interest**

**Performa for undertaking and confirmation for Conflict of Interest while performing work for Tender no. MM-12015/2/2020-DGH/C-5403/ENQ-199**

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

Dated this ..... day of .....2020-21

.....

(Signature)

.....

(in the capacity of)

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

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

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

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

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

**3.0 SCOPE OF WORK**

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

**4.0 CONTRACTOR’S OBLIGATIONS**

- 4.1 The Contractor shall in accordance with and subject to the terms and conditions of this contract perform the work described in the scope of work.
- 4.2 The contractor shall perform all other obligations, work and services which are required by the terms of this contract or which can be reasonably implied from such terms as being necessary for the successful and timely completion of work.

- 4.3 The Contractor shall give such services and provide all necessary supervision during the performance of the services and as long thereafter as DGH may consider necessary for proper fulfilling of contractor's obligations under the contract.

## **5.0 DGH OBLIGATIONS**

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

## **6.0 CONTRACTOR'S PERSONNEL**

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

## **7.0 REMEDY OF DEFECTS**

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

## **8.0 LIABILITY**

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

shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

## **9.0 SECRECY OF CONTRACT DOCUMENTS**

- 9.1 The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- 9.2 Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.
- 9.3 CONFIDENTIALITY AGREEMENT: Bidder will sign non-disclosure agreement with DGH. Data given by DGH will not be used for interpretation or preparation of report(s) for the third party. The bidder or their personnel shall not, either during the term or after expiration of contract, disclose any proprietary or confidential information relating to services and data base without written consent of DGH.
- 9.4 The Contractor (consulting firm) will not use the subject study for any other use (viz., promotional, further consultation etc.) during the process of completion and subsequent period during which it is being referred by GoI/DGH for ensuring confidentiality.

## **10.0 CHANGE IN LAW**

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

relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

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

#### **11.0 FORCE MAJEURE**

- 11.1 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.
- 11.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.
- 11.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon

notification in writing to the other party, be suspended for the period during which such cause lasts.

- 11.4 Upon the occurrence of such cause, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning, estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the force majeure event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 11.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 11.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. The Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 11.7 Either party will have the right to terminate the Contract with a prior written notice of 15 days if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

## **12.0 TERMINATION**

- 12.1 Termination on expiry of the terms (Duration):

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

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

Either party shall have the right to terminate the contract on account of Force Majeure under clause 11.0 hereinabove.

- 12.3 Termination on account of Insolvency:

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

- 12.4 Termination for Unsatisfactory Performance:

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

12.5 Termination due to change of Ownership & Assignment:

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

12.6 Termination due to delay:

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

Delay beyond three weeks in completion of contractual work beyond the scheduled completion date.

12.7 Consequences of Termination:

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

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

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

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

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

**13.0 INDEMNITY AGREEMENT**

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

loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.

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

#### **14.0 ARBITRATION**

- 14.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.
- 14.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- 14.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.
- 14.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 14.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 14.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 14.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.
- 14.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to

aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

#### **15.0 APPLICABLE LAWS**

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

#### **16.0 TAXES AND LEVIES**

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

#### **17.0 PERFORMANCE SECURITY / PERFORMANCE BOND**

- 17.1 The successful Bidder, within 21 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **03%** of total contract value with validity 60 days beyond the duration of contract, in the form of Bank Guarantee from a nationalized/scheduled Bank. Contract shall be signed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).
- 17.2 DGH shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
- 17.3 Performance Security/ Performance Bond shall be refunded/ returned to the Contractor after completion of after satisfactory execution of the work/service.
- 17.4 In the event of non-performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.
- 17.5 The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

#### **18.0 CONFIDENTIALITY OF INFORMATION**

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

#### **19.0 CONSEQUENTIAL DAMAGE:**

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

#### **20.0 WAIVERS AND AMENDMENTS:**

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

## **21.0 WITHHOLDING**

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

## **22.0 LIQUIDATED DAMAGES:**

In the event of the Contractor's default in mobilization/ completion of work as per given time schedule under the contract, the Contractor will be liable to pay liquidated damages at the rate of ½% of Contract value per week or part thereof, but not exceeding 10%. Part thereof means that part of the week will be treated as full week, e.g. a delay of one week and one or two days and so on will be treated as delay of two weeks (not for one week and one or two days) and LD will be levied accordingly. It is agreed between the parties that the aforesaid amount of

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

### **23.0 LIMITATION OF LIABILITY:**

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

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

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

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

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

### **25.0 HOLIDAY**

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

### **26.0 NOTICES**

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

The Director General

Directorate General of Hydrocarbons  
OIDB Bhawan, Tower A, Plot No. 2,  
Sector – 73, NOIDA-201301, INDIA  
Fax No :( 0091) - 120-2472049

Contractor's Address

.....  
.....

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

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

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

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

- i)** The bids must conform to the Scope of Services and terms and conditions given in the Annexure-IV and Annexure-V of bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the Scope of Supply/ Services, Terms & conditions and Special Conditions of the contract.
- ii)** Any company legally registered in India can participate in this tender solely or in consortium with its consortium partner, referred to as “bidder” in this tender.
- iii)** The bidder should be a legal entity registered in India. In respect of the above, the bidder should submit the following documents:
  - a) Copy of Certificate of Incorporation/ Registration under Companies Act, 1956/ 2013 or any equivalent, as applicable.
  - b) Memorandum and Articles of Association.
  - c) GST Registration certificate or equivalent certificate.
- iv)** In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:
  - a. The Leader of consortium should confirm unconditional acceptance of full responsibility of executing the ‘Scope of Work’ of this bid document. This confirmation should be submitted along with the Techno-Commercial bid.
  - b. A Memorandum of Understanding (MOU) between the Consortium members duly signed by the authorised signatory of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to DGH for any and all obligations and responsibilities arising out of this contract.
  - c. MOU/Agreement should also be addressed to DGH, clearly stating that the MOU/Agreement is applicable to this Bid Document and shall be binding on them for the contract period. Notwithstanding, the responsibility of completion of job under this contract will be that of the main bidder (leader of the consortium).
- v) Eligibility and experience criteria of bidder:** Bidder (either Individually or combined in case of a consortium) requires to meet the following minimum qualification criteria:

No.	Criteria	Complied	Reference Details
1	Bidder's total turnover of the firm should not be less than Rs. 200 Lacs in each of the last three financial/calendar years	Yes / No	Extract of the audited Profit / Loss Statement and Balance Sheet

2	Bidder should be an international energy consultant with expertise in oil and gas sector, strength to connect with prospective global E&P companies.	Yes / No	Documentary proof / Self Certification by the authorized signatory
3	Bidder should have the physical presence of consultant at some of the global E&P hubs in Europe & Americas like: Houston (USA), Calgary (Canada), London (UK)	Yes / No	Documentary proof / Self Certification by the authorized signatory
4	Bidder must be a thought leader in Upstream industry issues regularly organizing industry meets & conferences. Bidder should have strength to engage CXO level international audience of E&P including oilfield services sector and ensure their participation so that targeted outreach activities for investment promotion can be planned.	Yes / No	Documentary proof / Self Certification by the authorized signatory
5	Bidder to have an E&P database of global E&P companies including oilfield service providers to prioritize the target potential investors in a time bound manner.	Yes / No	Documentary proof / Self Certification by the authorized signatory

- vi)** Only Class-I or Class-II local supplier mentioned in the circular issued by MoPNG vide FP-20013/2/2017-FP\_PNG dated: 17/11/2020 and its subsequent amendment, if any, shall be eligible to bid in this tender. In this regard, bidder shall submit an undertaking from the authorized signatory of bidder having power of attorney along with the bid stating the bidder meets the mandatory minimum local content (LC) requirement and such undertaking shall become part of contract

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

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

- i)** Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ( ✓ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- ii) Acceptance of terms & conditions:** The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at **Annexure-II** and Instruction to Bidders at **Annexure-I** by attaching digitally signed tender document.
- iii)** Bidders must specifically accept/comply with the following clauses as given in the tender document, failing which the offer will be rejected:
  - a) Arbitration clause.
  - b) Tax liability clause.
  - c) LD/ penalty clause
  - d) Termination clause.
  - e) Performance Guarantee Clause
  - f) Force Majeure Clause

**iv) Offers of following kinds will be rejected:**

- a) Offers made without Bid Security declaration.
- b) Offers which do not confirm unconditional validity of **90 Days** of the bid as indicated in the "Invitation to Bid".
- c) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- d) Offers which do not conform to DGH's price bid format.
- e) Offers which do not conform to the contract period indicated in the bid.
- f) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- g) Offers not accompanied by copy of PAN Card will be rejected.
- h) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.
- i) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
- j) Non –submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.
- k) Non-submission of confidentiality and non- disclosure agreement.
- l) Non-submission of undertaking and confirmation for Conflict of Interest.

- v)** Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

**C. Purchase Preference: (NOT APPLICABLE)**

**D. Evaluation of bids:**

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

- i)** The Pre-qualified bidders will be evaluated based on Quality cum Cost Based Selection (QCBS) Methodology with 70% weightage on Technical presentation and 30% weightage on financial/commercial bid.
- ii)** Technical Presentations – DGH will invite the eligible bidders to make **an online presentation** to the DGH team at a date and time determined by DGH. The purpose of such presentations would be to allow the bidders to present their professional experience in conducting webinars and their approach & methodology. DGH shall constitute a Technical Evaluation Committee who will evaluate the presentation by the bidder.
- iii)** The Technical evaluation committee may undertake oral/written clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities & uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to state its proposal more clearly. The committee may seek inputs from their professional, technical faculties in the evaluation process.

- iv)** Depending on the evaluation methodology mentioned in para (vi) each Technical Bid will be assigned a technical score (TS) out of a maximum of 100 points. These technical scores are then normalized on a scale of 100, with T1's score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores are considered for the purpose of evaluation of QCBS based evaluation, explained in para (vii) and (viii).
- v)** The bidders, who score a Technical score of more than 70, will be eligible to qualify for the evaluation in the commercial process.
- vi)** Technical competency of the bidder and the robustness of their investor outreach will be evaluated through the matrix as indicated below:

No.	Parameters	Score
1	<p>Companies with international energy expertise, strength to connect with prospective global E&amp;P companies</p> <p>Proposal Presentations – DGH will invite the eligible service provider to make a presentation to DGH (in person/online mode) to present their experience in conducting webinar / online events for international audience and international clients. The service provider will demonstrate their sector knowledge, innovative ideas, plan of action and experience in the following areas and their approach &amp; methodology for execution of scope of work.</p> <ul style="list-style-type: none"> <li>a. Existing Indian E&amp;P Policy review &amp; Work plan envisaged to highlight India's policy and investment ecosystem to international fora (10 marks)</li> <li>b. International investor engagement and outreach plan and creation of content for Investment Promotion and outreach activities (10 marks)</li> <li>c. Dedicated resource base and account managers for international outreach and engagement with established track record in the domain. (10 marks)</li> <li>d. Social Media engagement plan and published consultancy Reports and Publications for Oil &amp; Gas sector. (10 marks)</li> </ul> <p>The committee will seek inputs on their professional and technical facilities and based on the inputs will award up to a maximum of 40 marks</p>	40
2	<p>Companies should be thought leaders in Upstream industry issues regularly organizing industry meets and conferences. The consultant should have strength to engage CXO/senior management (policy makers/business development/new ventures) level international audience of E&amp;P, including oilfield services sector and ensure their participation so that appropriately aligned and targeted outreach activities for investment promotion can be planned.</p> <p><i>Proven experience in conducting CXO/senior management level engagement should be submitted. Marks will be given on no. of senior-level upstream E&amp;P industry conferences across the geographies outside India in the last 3 years ending on 30.09.2020.</i></p> <p><i>10 marks: &lt;5 conferences; 20 marks: 5-10 conferences; 30 marks: :10 conferences and above</i></p>	30

3	Experience of the service provider having experience in conducting webinars / online events in the last 2 years dedicated to upstream industry across Europe-America region.  <i>International online events, up to ten or more during the last three years ending on 30.09.2020 will receive @10 marks for up to 10 international events, @15 marks for 10 -15 international events, @20 marks for &gt;15 international events.</i>	20
4	Companies/consultant having global E&P companies and oilfield service providers database.  <i>Existing and valid subscriptions to such database to be provided. No subscriptions will be awarded 0 marks, full marks on company owned databases or access to industry renowned E&amp;P database.</i>	10
5	<b>Total Score</b>	<b>100</b>

**Note:**

- Minimum Technical score for Qualification of Bid: 70 marks, i.e. Financial/ Commercial bids will be opened for bidders who receive minimum 70 marks in the technical evaluation.
- DGH shall constitute a Technical Evaluation Committee who will evaluate the presentation by the bidder
- No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected.
- In case of consortium, any member of consortium meeting the aforesaid parameters shall be awarded the marks accordingly.

**vii) Technical Score in QCBS method:** The individual bidder technical scores will be normalized as per the formula below:

$$T_n = T_b / T_{max} * 100$$

Where,

T<sub>n</sub> = normalized technical score for the bidder

T<sub>b</sub> = absolute technical score for the bidder

T<sub>max</sub> = maximum absolute technical score obtained by any bidder

**viii) Financial/Commercial Score in QCBS method:** Financial/ Commercial bids of those bidders who qualify the technical evaluation will only be opened. All other Commercial bids will not be opened. The commercial scores will be calculated as:

$$F_n = F_{min} / F_b * 100$$

Where,

F<sub>n</sub> = Normalized financial score of the bidder

F<sub>b</sub> = Evaluated cost for the bidder

F<sub>min</sub> = Minimum evaluated cost for any bidder

**ix) Selection of the Agency:** The overall score will be calculated as follows:

$$B_n = W_t * T_n + W_c * F_n$$

Where,

$B_n$  = Overall score of the bidder

$W_t$  = 0.70

$W_c$  = 0.30

**Bidder with highest overall Score ( $B_n$ ) will be selected for award of the Job.**

**D. General:**

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

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## **Appendix-12**

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

<b>Particulars</b>	<b>Details to be furnished for the Particulars</b>	<b>Details of Enclosures to be submitted</b>
Name of the Company		
Address of Registered Office		
Contact person name and Address of Communication		
Date of inception		
Presence and locations of Offices in India		
Presence at global E & P hubs in Europe-Americas region		
Details of Services provided by the Company		Please attach a separate sheet, if required
Experience of the Firm in conducting similar assignment:		Please fill the Appendix-13

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

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

Date this.....day of....., 2020

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_

\_\_\_\_\_

**1. List of Major Clients:**

Sl. No.	Name of Client	Category/ Nature of Work	Details of Contract/ LOA and satisfactory execution/ completion letter	Period/ Duration for which service rendered	CXO/senior management level engagement (Yes/No/Not Applicable)	Reference document attached in submitted bid at Page No.

Copies of relevant documents are to be enclosed in support of above information.

**2. Turnover during the last three years:**

Sl. No.	Years	Turnover in Rupees (in words/ figures)	Copy of audited annual account statement Enclosed/ Not Enclosed
1.	2017-18		Y/N
2.	2018-19		Y/N
3.	2019-20		Y/N

**BEC MATRIX**

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

<b>Sl. No.</b>	<b>Details of BEC Clause</b>	<b>Confirm Compliance of BEC Clauses by appropriately ticking.</b>	<b>Supporting document</b>	<b>Documents at Sr. No. of Bid document</b>
<b>1</b>	Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered and shall be rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>2</b>	<b>Technical Rejection Criteria</b>			
<b>2.1</b>	The bids must conform to the technical specifications and terms and conditions given in the Annexure-IV and Annexure-V. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the Technical Specifications/Scope of Supply/ Works/ Services, Terms & conditions and Special Conditions of the contract.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.2</b>	Any company legally registered in India can participate in this tender solely or in consortium with its consortium partner, referred to as "bidder" in this tender.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.3</b>	The bidder should be a legal entity registered in India. In respect of the above, the bidder should submit the following documents: a) Copy of Certificate of Incorporation/ Registration under Companies Act, 1956/ 2013 or any equivalent, as applicable. b) Memorandum and Articles of Association. c) GST Registration certificate or equivalent certificate	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.4</b>	In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder: a. The Leader of consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the Techno-Commercial bid. b. A Memorandum of Understanding (MOU) between the Consortium members duly signed by the authorized signatory of the	Complied/ Not Complied	Enclosed/Not Enclosed	

	<p>consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to DGH for any and all obligations and responsibilities arising out of this contract.</p> <p>c. MOU/Agreement should also be addressed to DGH, clearly stating that the MOU/Agreement is applicable to this Bid Document and shall be binding on them for the contract period. Notwithstanding, the responsibility of completion of job under this contract will be that of the main bidder (leader of the consortium)</p>			
<b>2.5</b>	<b><u>Eligibility and experience criteria of bidder:</u></b> Bidder (either Individually or combined in case of a consortium) requires to meet the following minimum qualification criteria:			
<b>2.5.1</b>	Bidder's total turnover should not be less than Rs. 200 Lacs in each of the last three financial/calendar years.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.5.2</b>	Bidder should be an international energy consultant with expertise in oil and gas sector, strength to connect with prospective global E&P companies.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.5.3</b>	Bidder should have the physical presence of consultant at some of the global E&P hubs in Europe & Americas like: Houston (USA), Calgary (Canada), London (UK)	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.5.4</b>	Bidder must be a thought leader in Upstream industry issues regularly organizing industry meets & conferences. The consultant should have strength to engage CXO level international audience of E&P including oilfield services sector and ensure their participation so that targeted outreach activities for investment promotion can be planned.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.5.5</b>	The company / consultant to have an E&P database of global E&P companies including oilfield service providers to prioritize the target potential investors in a time bound manner.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>2.6</b>	Only Class-I or Class-II local supplier mentioned in the circular issued by MoPNG vide FP-20013/2/2017-FP_PNG dated: 17/11/2020 and its subsequent amendment, if any, shall be eligible to bid in this tender. In this regard, bidder shall submit an undertaking from the authorized	Complied/ Not Complied	Enclosed/Not Enclosed	

	signatory of bidder having power of attorney along with the bid stating the bidder meets the mandatory minimum local content (LC) requirement and such undertaking shall become part of contract.			
<b>3</b>	<b>Commercial Rejection Criteria</b>			
<b>3.1</b>	Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ( ✓ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.2</b>	The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at <b>Annexure-II</b> and Instruction to Bidders at <b>Annexure-I</b> by attaching digitally signed tender document.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.3</b>	Bidders to accept / comply with the following clauses as given in the tender document, failing which the offer will be rejected:			
<b>a)</b>	Arbitration clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>b)</b>	Tax liability clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>c)</b>	LD/ penalty clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>d)</b>	Termination clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>e)</b>	Performance Guarantee Clause	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>f)</b>	Force Majeure Clause.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4</b>	Offers of following kinds will be rejected:			
<b>3.4.1</b>	Offers made without bid security declaration along with the offer.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.2</b>	Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.3</b>	Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.4</b>	Offers which do not conform to DGH's price bid format.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.5</b>	Offers which do not confirm to the contract period indicated in the bid.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.6</b>	The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.	Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.7</b>	Offers not accompanied by copy of PAN	Complied/ Not	Enclosed/Not	

	Card will be rejected.	Complied	Enclosed	
<b>3.4.8</b>	Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.9</b>	Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.10</b>	Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.11</b>	Non-submission of confidentiality and non-disclosure agreement.	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.4.12</b>	Non-submission of undertaking and confirmation for Conflict of Interest	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>3.5</b>	Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract	Complied/ Not Complied Agreed/ Not Agreed	Enclosed/Not Enclosed	
<b>4</b>	Submission of documents mentioned in check list i.e <b>Appendix-9</b> (Annexure-I) of bid document.	Complied/ Not Complied	Enclosed/Not Enclosed	
<b>5</b>	<b>BID EVALUATION CRITERIA:</b>			
<b>5.1</b>	Evaluation of bids: Bidder has gone through the evaluation of bids mentioned at <b>Clause D</b> of Annexure-III of bid document and agreed to it.	Agreed/ Not Agreed	Enclosed/Not Enclosed	

**Scope of work / terms of reference for professional support for conducting webinars specific to Europe & America (include North and South America) region for Investment Promotion in E & P Sector targeting International Audience”**

- A.** The scope for the webinar will involve facilitating the webinars / online events from launch to successful conclusion in reaching out the targeted audience. The Webcast/Webinar should be on Enterprise Class Platform having the following requisite technical infrastructure and professional experience to conduct the events on contractual basis. The targeted audience for the webinar will have a maximum of 1000 attendees. The agencies should preferably have expertise on the following activities.
1. Audio + Video + PowerPoint + Q&A + Custom Branding
  2. One Laptop with functional Microphone and Integrated Webcam at Speaker's end.
  3. DGH will provide High-Speed stable Internet access to the Speakers laptop, if the webinar is conducted from DGH office premises in Noida.
  4. If the webinar is conducted from outside DGH office premises in Noida, then the agency will arrange High-Speed stable Internet access to the Speakers laptop.
  5. Scheduling of multiple webinars at the same time.
  6. Solution platform should have ability to schedule webinars and re-schedule them on demand
  7. Participants can join from any device (windows PC/Mac, Mobile Android/iOS, Tablets/iPad)
  8. It should be possible attend meeting through browser-based access with or without applications or software to download.
  9. The webinar control pane should be able to show the meeting host and participants names.
  10. Webcast Link Creation with Custom Registration Page
  11. Online participants registration via emails, forms and/or URL that can be sent via email
  12. Artwork Designing for Banners, Cover Slide, E-mailers etc.
  13. Interactive Text Based Q&A with Moderator & Presenter Questions Filtering workflow
  14. Application and desktop screen sharing
  15. Presentation/content sharing for various file types, including MS PowerPoint, MS Word, PDFs, audio files (.MP3, .WMA, .WAV), video files (.MP4, .FLV, .MOV, .MPG, .WMV) (presented from a presenter's machine or upload to hosted server).
  16. Participant interaction tools (including video conferencing, polling, Q&A, public and private chat, hand raising, notes, and attentiveness monitoring)
  17. Audio teleconferencing facility (toll-free phone bridge, etc.)
  18. Automated Speaker View Switching
  19. Active Voice Preference
  20. Platform Setup for International Speaker and Moderator to connect from their Laptops
  21. Technical Briefing and Pre-event testing with International Speakers and Moderator connectivity.
  22. Bandwidth for Unlimited Number of Viewers
  23. Dedicated Webcast Engineer for Execution
  24. Dedicated technical support number to assist the registrants and attendees in case of any technical issue

25. Technical support should be available 24\*7 to facilitate participants for webinars conducted globally.
26. Should have in-house or associated translation services (real time translation, transcript) to assist in conducting the global webinars.
27. Secure channel for hosting the webinar to handle the security and personally identifiable information.
28. The solution offered shall provide end-to-end encryption and provide secured collaboration for webinars with- SSL encryption.
29. Full Fledged Dry Run Prior to the Event
30. Polling and feedback Feature for Audience Response
31. Muting & Unmuting Controls
32. Advanced User Analytics Report
33. Backup Encoder for Redundant Workflow
34. Quality webinar recording and automatic file uploading in a shared drive
35. Participants and general public should be able to view the webinar recorded file via a published URL
36. Webcast Master Video File - Rendering and Export
37. Archive and Hosting for On-Demand Viewing - Up to 1 Year (describe the backup and archival process)
38. Technical Support, Event Execution, and Coordination
39. Log creation for questions asked and chat typed during the webinar
40. Facility of converting the key messages said by any speaker into graphics / scrolling text. at the bottom part of the screen.
41. Capability of putting it live on DGH social media handles, in suitable format.
42. Key parts / slice of the webinar (as desired by DGH) in digital format has to be provided.
43. The host should have full control of the webinar with options to control microphone mute/unmute, video on/off by participant self or by host, mute/unmute individual or all, sharing screen by host/participants one at a time, chat with everyone/privately
44. The webinar solution offered by the agency shall have authorization from the OEM.
45. The webinar solution offered shall be open to install in the foreign countries as DGH look forward to organizing webinar for the international audience also.
46. The webinar solution offered shall be licensed for supply and installation in India.

## **B. Project Deliverables.**

The following services are identified as the major deliverables for the project.

1. Strategy planning:
  - i) Engage with DGH to plan the best strategy for how to communicate the investment opportunities in India to E&P, O&G and investors across the key energy hubs globally
  - ii) Discussions of which topics to promote and how to best align different webinar with the audience in different segments, and geographies
  - iii) Provide advice on structure and fine tuning of presentations
  - iv) Training of DGH on messaging and presenting during webinar
  - v) Provide our macro and industry views to put the different webinars into context
  - vi) Moderate the Q&A session after the presentations

2. Plan webinars:

- i) Prioritization of potential investors for the different seminars in the different region. The bidder should have the physical presence of consultant at some of the global E&P hubs like Houston (USA), Calgary (Canada) and London (UK).
- ii) The bidder should engage Senior level (CXOs, Head of BD, Head of New Ventures, etc.) international audience of E&P companies including oilfield services sector and ensure their participation in the outreach events / webinars so that appropriately aligned and targeted outreach activities.
- iii) The bidder should provide E&P database of global E&P companies in prioritizing the target potential investors in a time bound manner.
- iv) Plan for attractions for the targeted audience to join the webinars / online events.
- v) Convert webinars into high audience response events.

3. Webinar execution, including:

- i) Conduct webinars on behalf of DGH to potential investors in major energy hubs globally over the course of 1 year.
- ii) Provide technical and infrastructure support to conduct webinars / web casting of events for DGH.
- iii) Provide live streaming services on DGH social media platforms of Facebook, LinkedIn, YouTube and Twitter with full HD quality.
- iv) Live webcast of DGH webinars / events and reach out to audience with ease
- v) Follow up on questions and bridging of connections after the webinars
- vi) Statistics summary report (registration, list of participants, presence duration, poll/feedback results etc.) for the scheduled webinars.

4. Assistance on advertising the events in different channels

- i) If desired, bidder can advise and arrange for external publication of these events accordingly

**C. DGH obligations.**

- i) DGH will provide a copy of all Presentation scheduled for the webinar at least a day prior to the event if required, else service provider to follow up with speakers.
- ii) However, DGH will have the right to make changes to presentation till one hour prior to the webinar / webcast

**D. Payment Terms:**

- i) No advance shall be released.
- ii) 100% payment will be made after successful completion of respective event, and within 15 days after submission of Invoice.

**E. Cancellation charges:**

- i) Only 10% of the estimated contract value (for single event) shall be paid to the contractor by DGH, if event is cancelled (for any reason attributable to DGH) within 05 days before the scheduled date of event after issuing the mobilisation notice to the contractor.
- ii) In all other cases, no cancellation charges will be paid by DGH to the contractor.

**F. DURATION OF CONTRACT:** The duration of the contract shall be for a period of ONE (01) Year from the date of commencement of contract.

**G. DATE OF COMMENCEMENT OF CONTRACT:** A mobilization notice for commencement of contract shall be issued by DGH. Contract shall be commenced after issuing the mobilization notice/ instruction issued by DGH to contractor.

**H. General Terms and Conditions**

- i) DGH does not guarantee/commit minimum number of events to be executed under this contract.
- ii) A mobilization notice indicating venue, location, date, and timing of the webinar will be issued to the contractor.
- iii) DGH reserves the right to change webinar location/date. Change in venue location/date of webinar should not be resulted in any financial implication to DGH.
- iv) Any copyrights, trademarks, intellectual property rights etc. will be the responsibility of the vendor and DGH will be indemnified against any such violation.
- v) All prevalent GOI notifications / guidelines about the webinars /webcast will be fully complied by the vendor and DGH will be indemnified against any such violation.
- vi) DGH Representative shall be associated with the contractor at all stages during the entire event.
- vii) All items required to carry out the scope of work will be the property of the contractor. Hence, contractor has to take care of all their belongings before, during and after the events.
- viii) Contractor will be solely responsible for smooth functioning of the events and all the Equipment / manpower installed deputed by them in the events.
- ix) Agency will demonstrate its proposed solution compliance to the industry standard information security standards by providing proof of certification and ensure the DGH those registrants and participant's data will be secured and not be used for any other purposes.
- x) As per solution offered, the agency shall specify network speed/bandwidth required for webinar (at centralized control/hosting center, at participant's end) considering high video quality transmission, so that DGH and participants are well informed before webinar for necessary arrangements.
- xi) The agency will provide best practices/ ground rules including Do's and Don'ts needed to be maintained during the webinar to perform smoothly.

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<b>PRICE SCHEDULE</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>								
Sl. No.	Item Description	Nos. of events	Units	BASIC RATE In Figures To be entered by the Bidder in Rs.	GST in %	TOTAL AMOUNT in Rs. (Exclusive of GST)	TOTAL AMOUNT (Inclusive of GST)	TOTAL AMOUNT In Words
1.01	Hiring of Professional Services for conducting Webcast/ Webinar on Enterprise Class Platform targeting International audience as per scope of work and terms & conditions mentioned at Annexure-IV of Bid document	8	Nos					
<b>Total in Figures</b>								
<b>Quoted Rate in Words</b>								

**Note:**

1. The numbers of webinars/ online event mentioned in the scope of work/ Price schedule are tentative/ indicative and for evaluation purpose only. The payment will be made as per actual.
2. Bidder must quote the price in above price schedule. Price bid received in any other format will be straightway rejected.
3. Offers will be evaluated as per Bid Evaluation Criteria given in Annexure-III. Total Amount (inclusive of GST) will be considered in evaluation process.
4. GST rate applicable on the services must be quoted by the bidder.

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

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

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**

(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

**1. Tender Bidding Methodology:**

Sealed Bid System –Two Envelopes.

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

**2. Broad outline of activities from Bidders prospective:**

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

**3. Digital Certificates:**

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

**4. Registration:**

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

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

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

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

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

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

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

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

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

**Note:**

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

**7. Other Instructions:**

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

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

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

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