



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301.
e-Mail : mm@dghindia.gov.in, Phone – 0120-247 2000

TENDER DOCUMENT

FOR

E-Bidding Portal for DGH

Note: This tender Enquiry No. MM-12015/8/2017-DGH/C-2733/ENQ-067 has been issued to following three firms identified by DGH. Ordinarily bids from solicited firms will be entertained on account of technical nature and reasons for timely completion of job. Any other renowned and professionally known firm presume themselves eligible as per Bid Evaluation Criterion can approach DGH for issue of tender document with all requisite documents within four days from date of tender shown on website. DGH reserves the right to issue tender document (i.e., permission to quote) only to eligible bidders. Bidders choosing to drop bids (not formally issued request to quote) directly need to submit all requisite documents pertaining to Pre Bid Qualification Criterion as further clarifications on qualification criterion may not be possible on account of time constraints and eligibility will be decided on basis of submitted documents only. Following firms who could not download the e mailed tender-document can download the same either from DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> and submit their offers:

1. MSTC Limited, New Delhi
2. Tele Communication Consultants India Limited, New Delhi
3. (n) Code Solutions- A Division of GNFC Ltd

Note: The detailed tender documents can be viewed / downloaded from DGH's web site OR Government of India's Public Procurement Portal as detailed above Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders shall view the said websites regularly.

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

| | |
|------------------------------|---|
| Phone No : (+91)-120-2472000 | OIDB Bhawan, Tower A, Plot No.2,Sector-73,NOIDA-201301, INDIA |
| Tele Fax : (+91)-120-2472049 | |

FORWARDING LETTER FOR INVITATION TO BID

To,

Sir/s,

The Directorate General of Hydrocarbons (DGH) invites sealed tenders in duplicate for providing below mentioned services.

The salient features of the tender are:

| | | | |
|----|---|---|---|
| 1 | Tender No. | : | <u>MM-12015/8/2017-DGH/C-2733/ENQ-067</u> <u>Dated 21.04.2017</u> |
| 2 | Brief Description of the Service | : | E-bidding Portal for DGH. |
| 3 | Type of Bid | : | National Limited Tender Enquiry under 2 Bid System (Techno-commercial Bid & Price Bid) |
| 4 | Bid Closing Time & Date | : | 1400 Hrs. (IST) on 24/05/2017 |
| 5 | Place of Submission | : | 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 : 24/05/2017 1500 Hrs. (IST) of the Bid Closing Day at the same address as above. Price bid : Opening time and date shall be intimated to techno-commercially qualified bidders. |
| 7 | Last date for communication to DGH of exceptions/ deviations, clarifications if any, along with suggested changes | : | 7 days before Bid Closing Date. |
| 8 | Bid validity | : | 90 days from bid closing date. |
| 9 | Amount of Bid Bond (original Bid Bond to be enclosed with the Techno-commercial Bid only) | : | ₹ 11.00 Lakhs Bid Bond in the form of a Demand Draft (Payable to DGH New Delhi) or Bank Guarantee to be valid for 45 days beyond the validity of the bids asked for in the Bid Documents. |
| 10 | Amount of Performance Guarantee to be submitted only by the Successful Bidder. | : | 5% of the Contract value to be submitted within 21 days of the letter of Award (LoA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to |

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| | | | 6 months beyond the expiry of the tenure of the contract. |
| 11 | Signing of Contract | : | Contract is to be signed within 30 days of date of issue of LoA. |
| 12 | Mobilization & Commencement of work | : | Refer Scope of Work given in Tender. |
| 13 | Completion Period. | : | 15 weeks from LoA (for details refer Delivery Schedule in detailed tender document) |
| 14 | Quantum of Liquidated damages for default in mobilization by the contractor for commencement of contract as per the contract. | : | For Line Item 1 of Price Format:Liquidated Damages, a sum equivalent to ½% of value of software value of 1 of Price Format, for each week of delay or part thereof, subject to a maximum of 7.5%. for the period extending beyond the completion period. For Line Item 2 to 5 of Price Format:0.25% of the corresponding value of line item for each completed 8 Hours delay subject to a maximum of 10% of contract line item value, where the delay has occurred. |
| 15 | Pre Bid Meeting | | 03/05/2017 at DGH Office Conference Hall at 2 nd Floor at 10.30 AM onwards, OIDB Bhawan, Tower A, Plot No.2,Sector-73,NOIDA-201301, INDIA |

Other details and terms/conditions are as per the following Annexures.

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

Thanking you,

Yours faithfully

HOD (MM)

For Directorate General of Hydrocarbons

Encl: As above

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:- (Please refer to “Technical Rejection Criteria at **I (B)** of Bid Evaluation Criteria under **Annexure-II**).

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENT

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 The services 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 : Bid Bond Bank Guarantee proforma.

Appendix-3 : Bank Guarantee for Performance Security

Appendix-4 : Proforma of Authorization Letter for Attending Tender Opening.

Appendix-5 : Undertaking / Declaration.

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4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding

documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT OF BID DOCUMENT

5.1 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.

5.2 The Addendum will be hoisted on DGH's &GoI'sCPPP websites. All are advised to visit DGH website periodically to update themselves about modifications to the Bid, if any, in order to submit their offer accordingly.

5.3 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

6.0 LANGUAGE AND SIGNING OF BID

6.1 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.

6.2 Bids shall be submitted in the prescribed bid proforma as per **appendices of Annexure-I**. The prescribed proforma at Appendices of **Annexure-I**, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

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

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

6.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

6.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. 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.

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

6.8 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 authorized officer and in the case of a Company; the same shall be sealed with the company seal or otherwise appropriately executed under seal.

6.9 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.

6.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Any bid not supported by adequate proof of the signatory's authority shall be rejected out rightly by DGH.

6.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.

6.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

6.13 The original bid should be signed manually by the authorized signatory(ies) of the bidder.

6.14 The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

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

7.1 Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

8.0 DOCUMENTS COMPRISING THE BID

8.1 Techno-commercial Bid:

8.1.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Proof of the issue of bid documents by DGH.
- b) The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- c) All **Appendices to Annexures** duly filled in and signed
- d) Price Format.(**Annexure-V**) (Without indicating Prices)
- e) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the DGH's satisfaction :
 - (i) That the Bidder has the financial, technical and production capability necessary to perform the Contract.
 - (ii) That the Bidder meets *all* the criteria prescribed in the Bid Evaluation Criteria (**Annexure-II**).
- f) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - (i) A detailed description of essential technical and performance characteristics of the services.
 - (ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- g) Bid security.
- h) The bidder should submit a declaration to the effect that neither the bidder 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.

8.2 Price Bid

8.2.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

9.0 BID PRICES

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

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

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

9.2 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

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

9.3 Income Tax Liability

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

9.4 Service Tax Liability:

The bidder will have to bear all Service tax liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a CONTRACTOR from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended from time to time)

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

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

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

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

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

The CONTRACTOR should have a valid registration with the concerned authorities of Service Tax department 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 service tax registration certificate along with the first invoice under the contract.

(i) Service Tax 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 Service Tax is on DGH as receiver of the service, the Bidder shall not include Service Tax in the quoted prices.

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

10.0 BID CURRENCIES

10.1 The Bidders are to quote in Indian Currency only.

11.0 MODE OF PAYMENT

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
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, alongwith valid documentary evidence.
10. Any other details as required by the remitting bank.

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

12.0 VAGUE AND INDEFINITE EXPRESSIONS

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

13.0 PERIOD OF VALIDITY OF BIDS

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

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

14.0 BID SECURITY

14.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **14.7**.

14.2 Exemption from Bid Security: Please refer to para 2.1 above.

14.3 The Bidders not covered under Para **14.2** above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation for Bid".

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

(i) An account payee Demand Draft in favour of Directorate General of Hydrocarbons payable at Delhi, valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per Appendix-2. Bank Guarantee issued from any of the Commercial Banks in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for 45 days beyond the validity of the bids asked for in the tender.

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

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

14.7 The Bid Security shall be forfeited:

a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.

b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.

c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 21 days of notification of such acceptance.

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

15.0 TELEFAX / E-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

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

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

D. SUBMISSION AND OPENING OF BIDS

16.0 SEALING AND MARKING OF BIDS.

16.1 Offers are to be submitted in triple sealed covers. The first inner sealed cover 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 Priced Commercial bid** This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.

16.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

16.3 The right to reject any bid which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

16.4 Price bids, which remain unopened with DGH, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).

16.5 Any change in quotation after opening of the tender **WILL NOT BE CONSIDERED.**

16.6 DGH will not be responsible for the loss of tender form or for the delay in postal transit.

16.7 Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents and information shall be liable to be rejected and no further correspondence / enquiries on this issue by the Bidder shall be entertained.

16.8 Any terms and conditions attached/printed overleaf of the Bidder's offer will not be binding on DGH.

16.9 DGH is not bound to accept the lowest offer and reserves the right to reject any and / or every tender without assigning any reason whatsoever and/or place order on one or more Bidders and/or carry out negotiations with any Bidder in the manner considered appropriate by the DGH. DGH also reserves right to reject any Un-workable offer.

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1400 Hrs. (IST)** on the notified date of closing of the tender. Offers 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. All out-station tenders, if sent by post, should be sent under registered cover.

18.0 LATE BIDS

18.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

18.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

20.0 OPENING OF BIDS

20.1 The bid will be opened at **1500 Hrs. (IST)** on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix-4** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

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

E. EVALUATION OF BIDS

21.0 EVALUATION AND COMPARISON OF BIDS

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

22.0 UNSOLICITED POST TENDER MODIFICATIONS

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

23.0 EXAMINATION OF BID

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

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

24.0 SPECIFICATIONS

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

25.0 PURCHASE PREFERENCE

25.1 DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

26.0 CONTACTING DGH

No bidder shall contact the DGH on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. AWARD OF CONTRACT

27.0 AWARD CRITERIA.

DGH will award the contract to the successful bidder whose bid has been determined to be **in full conformity to the bid** documents and has been determined **highest scoring evaluated bid**{i.e. the bid with highest overall score on QCBS system as outlined in Bid Evaluation Criterion}, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

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

29.0 NOTIFICATION OF AWARD (NOA)

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

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

29.3 Upon the successful bidder's furnishing performance security, pursuant to clause-32, the contract shall be signed between the parties as per clause **31.0**

30.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilise complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this invitation to bid.

31.0 SIGNING OF CONTRACT

31.1 The successful bidder is required to sign a **formal detailed** contract with DGH within a maximum period of **30** days of date of LoA. Until the contract is signed, the LoA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of DGH, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on **ad hoc** basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at **Annexure-III A to Annexure-V** along with respective appendices thereto, of the tender.

32.0 PERFORMANCE SECURITY

Within 21 (Twenty-one) days from the date of issue of LOA / NOA by DGH, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract.

32.1 The Performance Security shall be acceptable in any of the following forms:

(i) An account payee Demand Draft in favour of Directorate General of Hydrocarbons payable at Delhi, valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix-3**. Bank Guarantee issued from any of the Commercial Banks in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

32.2 The performance security specified above must be valid for 3(three) months (covering the warranty period) plus 3 months to lodge claim, if any, beyond the contract period. The Performance Security 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.

32.3 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.

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

32.5 Failure of the successful Bidder to comply with the requirements of clause **31.0** above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause **14.7(c)**.

33.0 CORRESPONDENCE

33.1 DGH's fax address is (+91)-120-2472049.

33.2 All correspondence from Bidders/ contractor shall be made to the office of the HoD (MM), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida- 201 301, India.

33.3 All correspondence shall bear reference to DGH's bid document number.

34.0 UNSOLICITED COMMUNICATIONS

34.1 In case any bidder makes any unsolicited communication in any manner, after techno-commercial bid has been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

34.2 Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

34.3 The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to DG, DGH. However, if such representation is found by DG, DGH to be un-substantiative and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

34.4 In case, any bidder while making such representations DG, DGH also involves other officials of DGH and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Name & Address:

Telephone No: ; FAX NO:

e-Mail ID: _____.

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

Dear Sirs,

1. I/We hereby offer to supply the Items / 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 valid for the validity period indicated in the Forwarding Letter of this tender document.
2. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II** and accepted the "General Terms and Conditions" at **Annexure-III A** & "Special Conditions of Contract" at **Annexure-III B** for providing services and have thoroughly examined and complied with the Scope of Supply / Work, Specifications etc. at **Annexure-IV**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. I / We declare that all the information given and documents submitted by me/ us in our bid are true, correct and genuine. I/We further agree that if any of the information given in bid or in any of documents submitted in support of bid for the award of tender found to be untrue or incorrect or false or forged, action as deemed fit may be initiated by DGH at its sole discretion.
4. The following pages have been added to and form part of this tender:-
5. Agreement at Appendix-3 on purchase of Bidding documents and submission of Tender has been duly signed and returned herewith.

Yours faithfully,

Signature of the Bidder

Name _____

Dated

Seal of the Company
Signature of witness
Address

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

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

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

Dated

To,

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Notes:

11. The expiry date as mentioned in clause **5 & 6** should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

1.4 The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO. 1

(Signature)
Full name and official

(Signature)
Full name, designation and

address (in legible letters)

address (in legible letters)
with Bank stamp

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

WITNESS NO. 2

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

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.

Undertakings / Declaration

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

We have submitted a copy of valid registration certificate under service tax rules

OR

We undertake to submit copy of requisite 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.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Appendix-6 to Annexure-I

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway

BID EVALUATION CRITERIA (BEC)

1. Bid Rejection Criteria (BRC)

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/deviations along with suggested changes and clarifications, if any, are to be communicated to DGH within the date specified in the Forwarding Letter of this Bid Documents. DGH, after processing such suggestions may, through an addendum to the bid document, communicate to the bidder the changes in its bid document, if any and replies to clarifications where required. Still, if exceptions/deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered and shall be out rightly rejected.

B. Technical Rejection Criteria

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

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

2.0 Eligibility and experience of the bidder:-

2.1 The Service provider should be an organization registered in India and operating for the last five years

The total turnover of the firm should:

2.2 not be less than Rs. 50 Crore in each of the last three years (FY13-14, FY14-15 and FY15-16)

2.3 Experience of the service provider having implemented a functional E-bidding software for government or companies, similar work/job worth of 5 crores and should be in operation for at least one year.

2.4 The service provider on its own or through tie-up with central /state government/PSU owned data center / cloud should have experience in hosting and managing the entire solution in central /state government/PSU owned data center / cloud owned data center/cloud and also Disaster Recovery center

| Sl No | Criteria | Whether Met | Reference Details (It is clarified that bidders must submit mentioned documents along with techno-commercial bid for eligibility.) |
|--------------|--|--------------------|---|
| 3.1 | The Service provider should be an organization registered in India and operating for the last five years | Yes / No | Certificate of Incorporation/Any other relevant document |
| 3.2 | The total turnover of the firm should not be less than Rs. 50 Crore in each of the last three years (FY13-14, FY14-15 and FY15-16) | Yes / No | Extract of the audited Profit / Loss Statement and Balance Sheet and along with a certificate from the CA for compliance of this condition. |
| 3.3 | Experience of the service provider having implemented a functional E-bidding software for government or companies, similar work/job worth of 5 crores and should be in operation for at least one year | Yes/No | Documentary proof along with Self Certification by the authorized signatory |
| 3.4 | The service provider on its own or through tie-up with central /state government/PSU owned data center / cloud should have experience in hosting and managing the entire solution in central /state government/PSU owned data center / cloud owned data center/cloud and also Disaster Recovery center | Yes / No | Documentary proof along with self-certification by the authorized signatory |

Technical Eligibility Criteria

4.0. EVALUATION CRITERIA FOR SELECTING THE SERVICE PROVIDER

4.1. Proposal Presentations – DGH will invite the eligible bidders to make a presentation to the DGH team at a date, time and location determined by DGH. The purpose of such presentations would be to allow the service providers to present their experience in design and implementation of e-bidding systems and the key points in their approach & methodology broadly covering the following areas.

- 4.1.1 The Proposed Detailed E-Bidding Solution along with Flow Charts, if any.
- 4.1.2 Details of the standards, compliance & algorithms supported, conforming to Indian IT Act 2000 and subsequent amendments.
- 4.1.3 The Technology Platform & its Architecture.
- 4.1.4 Expected Benefits of the Solution to DGH and to the Customer

- 4.1.5 Project deliverables, implementation methodology, project plan including go live and project rollout time, post go live support methodology.
- 4.1.6 Details of IT Security & other features for the functions like security standards, e-procurement compliance as prescribed by DeitY and STQC.
- 4.2. The proposal review / evaluation committee may undertake oral clarifications with the service provider. The primary function of clarifications in the evaluation process is to clarify ambiguities and 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 service provider to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- 4.3. Depending on the evaluation methodology mentioned in points (1), and (2) 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 5.1.
- 4.4. The bidders, who score a Technical score of more than 70, will qualify for the evaluation in the commercial process.

5.0. EVALUATION OF TECHNICAL BIDS

| Sl.No | Parameters | Score |
|--------------|--|--------------|
| 1 | Experience (Number of assignments/ Profile of customer). Experience of the service provider having implemented a functional E-bidding software for government or companies, similar work/job worth of 5 crores and should be in operation for at least one year will be awarded @5 marks for each project and up to a maximum of 20 marks for four or more project experiences of similar nature. Experience of the service provider having functional E-bidding software and the same should be in operation at least one year for five or more different clients within the country during the last three years ending on 31.12.2016 will be awarded an additional 10 marks. | 20 10 |
| 2 | Proposal Presentations – DGH will invite the eligible service provider to make a presentation to DGH to present their Experience in design and implementation of e-bidding systems and the key points in their approach & methodology. The committee will seek inputs on their professional and technical facilities and based on the inputs will award up to a maximum of 30 marks | 30 |

| | | |
|-------------|---|-----|
| 3 | The service provider on its own or through tie-up with government owned data center / cloud should have experience in hosting and managing the entire solution in government owned data center/cloud and also Disaster Recovery center and will be awarded @10 marks for data center and @10 marks for DR center. Service providers have to score non-zero score. | 20 |
| 4 | The service provider having its own 24X7 helpdesk / call centre set up to resolve any user's technical functional query will be awarded @10 marks. Service providers have to score non-zero score. | 10 |
| 5 | The service provider should have previous experience in obtaining STQC and CERT-IN certification for its software Solutions | 10 |
| Total Score | | 100 |

Minimum mark for technical qualification – 70

C. Commercial Rejection Criteria.

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

1.0 Bidder should submit proof of the sale/issue of bid document.

2.0 The forwarding

letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with the offer.

3.0 Bidders downloading the bid document from the website should ensure to submit "Cost of Bid Documents" along with the Technical Bid in the form of a Bank Draft/Cashier's Cheque/Banker's Cheque.

4.0 Bid should be submitted (in Two Bids system) in two separate 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 Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

4.1 Offers with techno commercial bid containing prices shall be rejected outright.

5.0 Acceptance of terms & conditions:

5.1 The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure-IV**, Special Conditions of Contract at **Annexure-III B** and Instruction to Bidders at **Annexure-I** along with submission of Annexure VI (No-conflict of Interest) and VII (Confidentiality and No disclosure agreement)

6.0 Offers of following kinds will be rejected:

a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with

the offer (Refer clause 14 of Instruction to Bidders at Annexure-I).

- b) Fax/e-Mail/Xerox/Photocopy offers and bids with scanned signature. Original bids which are not signed manually.
- c) Offers which do not confirm unconditional validity of the bids asked for in the Forwarding letter.
- e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- f) Offers which do not conform to DGH's price bid format as provided in Annexure-V and instructions contained therein.
- g) Offers which do not confirm to the mobilization period indicated in the bid.
- h) Offers which do not confirm to the contract period indicated in the bid.

6.1 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.

7.0 Bidders 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. Bidders shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

II. Price Evaluation Criteria

1.0 In case of 2 (two) bid system, price bids of only techno-commercially accepted bidders (refer para 24.0 of Annexure-I), would be opened for further evaluation. Even after opening price bids of such bidders, price bids found to be not conforming to the Price Bid Format of the tender document would be rejected.

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 Evaluation of bids: This will be on the basis of “Quality and Cost base selection (QCBS)”

3.1 The individual bidder technical scores will be normalized as per the formula below:

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

Where

T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

T_{max} = maximum absolute technical score obtained by any bidder

No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected

3.2. EVALUATION OF COMMERCIAL BIDS

Commercial bids of those bidders who qualify the technical evaluation will only be opened. All other Commercial bids will be returned un-opened.

The commercial scores will be calculated as:

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

Where

F_n = Normalized financial score of the bidder under consideration

F_b = Evaluated cost for the bidder under consideration

F_{min} = Minimum evaluated cost for any bidder

Final Evaluation of Bid:

Final Evaluation-The overall score will be calculated as follows:-

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

Where

B_n = overall score of bidder under consideration

T_n = normalized technical score for the bidder under consideration

F_n = Normalized financial score of the bidder under consideration

W_t = 0.70

W_c = 0.30

The Bidder with highest overall score (B_n) will be awarded the job.

3.0 Bidders should quote the Charges/rates, giving complete breakup of all the quoted services which are taxable under Service Tax rules 1994 (as amended from time to time) and clearly indicating the applicable rate of service tax (along with rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid. Details of abatements / deductions available, if any, should also be indicated specifically.

3.1 In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.

3.2 In the contracts involving multiple services or involving supply of certain goods/materials along with the services, the Bidders should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted/contract value for evaluation.

III. General:

1. The BEC cover-rides all others similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service/benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract/disqualification in case of violation.
3. On-site inspection will be carried out by DGH's officers/representative /third parties at the discretion of the DGH.

Appendix-1 to Annexure-II

CHECK LIST

(must be submitted duly ticked, along with the Techno-commercial Bid)

Please Tick (✓) compliance (Yes/No) for the following:

| Sl | Particulars | Yes | No |
|----|---|-----|----|
| 1 | Whether “Bid Security” submitted along with Techno-Commercial Bid | | |
| 2 | In case of Exemption from Bid Security, necessary certificates attached along with Techno-Commercial Bid | | |
| 3 | Whether documentary evidence of Certificate of Incorporation/Any other relevant Document has been enclosed. | | |
| 4 | Extract of the audited Profit / Loss Statement and Balance Sheet and along with a certificate from the CA for compliance of this condition for compliance of “The total turnover of the firm should not be less than Rs. 50 Crore in each of the last three years (FY13-14, FY14-15 and FY15-16)” | | |
| 5 | Copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract. | | |
| 6 | Whether Appendix-1 to Annexure-I (Bid Submission Proforma) duly filled in & signed enclosed with techno-commercial bid. | | |
| 7 | Whether Appendix-5 to Annexure-I (Undertakings / Declaration) duly filled in & signed enclosed with techno-commercial bid. | | |
| 8 | Whether it is ensured that prices are not disclosed in the Techno-Commercial Bid Envelope. | | |
| 9 | Whether you have taken any exception/deviations to the bid document.? | | |
| 10 | If “YES” to Sl. 9 above, whether the same is indicated in separate Sheet and submitted along with techno-commercial bid. | | |

Signature of the Bidder

Name _____

Seal of the Company

Terms of Reference and Scope of Work for E-bidding Portal .

1.0 PREAMBLE:

- 1.1 The Directorate General of Hydrocarbons (DGH) under the administrative control of Ministry of Petroleum & Natural Gas is engaged in promoting sound management of the oil and natural gas resources in the country with a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.
- 1.2 Ministry of Petroleum and Natural Gas, Government of India has already launched its new “Hydrocarbon Exploration and Licensing Policy” (HELP) and DGH has been entrusted with the task of implementing Hydrocarbon Exploration Licensing Policy(HELP) and to prepare for the HELP bidding rounds. In HELP, Government will be inviting bids for conventional and non-conventional hydrocarbon blocks.
- 1.3 Ministry of Petroleum and Natural Gas, Government of India brought out a new policy for small fields known as Discovered Small Field (DSF) policy, 2015. This policy offers improved fiscal terms viz. no oil cess applicable on crude oil production, moderate royalty rates same as in NELP regime, no upfront signature bonus, pricing and marketing freedom for oil and gas and no carried interest by NOCs
- 1.4 The Service Provider shall develop the National Portal for e-tender for OALP (open acreage Licensing Policy) under HELP Regime, which envisages regular bidding process and for Discovered oil and gas fields under Discovered Small Field (DSF) policy 2015.
- 1.5 DGH is planning to have a composite E-Bidding solution, which includes but not limited to following activities.

2.0. Scope of Work

- 2.1 The DGH shall provide detailed technical inputs about the bidding process and bid evaluation process as per the Government Guidelines to the Service Provider.
- 2.2 The Service Provider to prepare the System Requirement Specifications (SRS), Functional Requirement Specifications (FRS) based on inputs provided by DGH as described in para 2.1.
- 2.3 The Service Provider shall develop the National Portal for E-Bidding for oil and gas exploration and exploitation as per the SRS and complete internal testing before launching the same. Suitable changes will be made as per the modifications in software design as may be required from time to time as

advised by DGH. The E-Bidding Portal shall have facility to carry out events which require uploading of NIT, addendum and other relevant documents for conducting E-Bidding. The Service Provider shall maintain the web portal during the term of the contract.

Broad Functionalities for the e-Bidding Portal::

- a. The Service Provider will be responsible for 'On Line Registration' of Bidders as per standard procedure mutually agreed by the DGH and the Service Provider.
- b. The Bidders shall generate their own unique User ID and Password through online registration and the Service Provider shall activate their online account after processing their Registration application to enable the bidder to participate in various events.
- c. The portal should facilitate formation of a consortium among the registered bidders/companies. On any bidding round (bidding event) any a valid bidder could be either a single company or consortium of companies.
- d. On any bidding round there will be set of input forms which will capture different parameters like bid parameters pertaining to different E&P acreages, company details, compliance undertaking etc.
- e. The input forms will be associated with file upload facilities where the prospective bidder would upload relevant soft copies of supporting documents.
- f. The portal will facilitate online submission of bids and opening of bids as per laid down procedures.
- g. There will be an admin module facilitating various MIS reports, audit trails etc. including facility to download complete data set relating to each bidding event/round.
- h. The portal will have to incorporate bid evaluation logic pertaining to each bid round and generate respective bid evaluation result sheet online.
- i. The portal will be highly integrated with e-mail and SMS facilities. The service provider will have to facilitate necessary email and SMS integration.
- j. The service provider may refer to previous NIT documents of NELP and DSF bid rounds of DGH to gain more understanding about above mentioned bid parameters and associated evaluation logic.

2.4 The DGH shall create awareness amongst the Bidders about the National Portal for E-Bidding and its usefulness so as to convince them to register with the E-Bidding Portal.

2.5 For each event, only the registered Bidders will be allowed to participate. The bidding shall be conducted only online (i.e. via the Internet).

2.6 Service Providers shall train the concerned officials of the prospective Bidders and DGH on participation in the on-line bidding process at a designated time

and location identified by the DGH, as and when required. The pre-approved expenditure towards such training visits will be borne by DGH. Registration of Bidders shall be one-time and shall remain valid till this Agreement is in force, unless terminated due to non-performance or breach of any conditions of registration by the Bidder(s). A Bidder can use one registration for participation in multiple events under this Agreement. No registration fees will be charged by service provider.

- 2.7 The Service Provider shall arrange facilitation process for procurement of Digital Signature Certificates (DSC) for bidders (if required by bidder) as each Bidder will be required to have a DSC for bidding in Service Provider's E-Bidding portal. Service provider will not charge for the facilitation process from the bidder. Bidders have to bear the statutory charges towards the cost of DSC.
- 2.7.1 The bidders may also propose an alternative solution to DSC complying with Govt. of India IT Act.
- 2.8 The DGH shall conduct E-Bidding on the E-Bidding portal from time to time with all required details including the NIT, addendum, the name of the officials who will act as the tender opening officers, etc.
- 2.9 Online bids submitted on E-Bidding Portal by Bidders shall be signed by the Bidder's valid DSC issued by a certifying authority in India. The DGH shall identify two or more users who shall have valid DSC (signing and encryption type) for logging and opening of technical and price bids submitted in E-Bidding Portal.
- 2.10 The portal will facilitate to receive some supporting documents from Bidders against E-Bidding in soft format, for uploading of the documents through its E-Bidding portal.
- 2.11 The DGH shall evaluate the Technical bids for qualification on technical and financial criteria received through the online E-Bidding portal through the system driven process.
- 2.12 The users nominated by the DGH shall open the online price bids of technically qualified bidders.
- 2.13 The bids will be evaluated through system driven process.
- 2.14 The Portal will be designed to conduct the bidding process in a fair and transparent manner and shall conduct the same as per the program notified in the E-Bidding Portal. The date, time and period of E-Bidding, as notified in advance including closing time on portal shall be adhered to except in force majeure situations.
- 2.15 The DGH shall have the right to accept or reject any bids/offers received in the events conducted through the E-Bidding portal.

- 2.16 The portal shall be designed for providing accurate information to bidders regarding Bidding terms and conditions. The portal shall ensure that the bidding process is smooth and Bidders do not face any problem in bidding.
- 2.17 Service Providers shall be responsible for any problem reported in the E-Bidding portal and in the case of any problem / interruption in service at server end of portal, Service Provider shall try to rectify the problem at the earliest and restore normalcy of bidding process.
- 2.18 The E-Bidding portal will also contain many static information like policy documents, information, notices, NIOs etc.
- 2.19 The portal will be compatible with leading web Browsers like IE, Chrome and Firefox .
- 2.20 The portal will have well defined admin console for content management system to upload regular data/information. The admin panel of the portal will have a report module facilitating DGH users to generate various MIS and statistical reports.
- 2.21 The portal will have role based access management system to provide secured, restricted access to different stake holders.
- 2.22 The E-Bidding portal will be audited and certified by STQC on parameters for E-Procurement guidelines of GOI. The portal will be audited and certified by CERT-IN empanelled agency at an interval decided by DGH on web site application security. The portal has to be available 99.9 % of time.
- 2.23 Solution should integrate in providing E-Payments, PKI Services and Security Solutions.
- 2.24 The solution should enables the Organization to Pick and Plug the activities as per need. The application should allow the user to define the parameters and configure the system as per requirements.
- 2.25 E-Bidding Portal to take care of all localized factors such as tax requirements including VAT, sales tax, excise duty, Customs, service tax etc.
- 2.26 The solution should be capable to prevent un-authorized access, defacement, denial of service attack, hacking etc.
- 2.27 The Information Security Audit of the system should have been conducted from CERT-IN empaneled Auditor at the option of DGH on as and when required basis and submit the auditor's report.

- 2.28 The system should support high order encryption level and all the commercial information is encrypted during the transmission/network and at the database level.
- 2.29 The E-bidding software should be fully compliant with Department of Electronics and Information Technology (DeitY) and Central Vigilance Commission (CVC) –Guidelines.
- 2.30 The entire solution should support DSC as per the Indian IT Act 2000 and subsequent amendments.
- 2.31 The complete E-Bidding solution should be available online on a 24*7*365 basis and accessible from anywhere.
- 2.32 The solution should ensure complete confidentiality and security of data. It should incorporate DSCs to ensure that only authorized personnel have access to the bidding application and the data. The software prepares a log of all the activities and makes it available to the DGH as and when required, thereby leaving a robust audit trail.
- 2.33 The service provider must maintain absolute confidentiality of the documents/maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The service provider should not use the data/documents/maps/tools for any purpose other than the scope of work specified in the document and added/amended before signing the contract. The service provider must remove/destroy the entire data from his custody after handing over a backup of data/logs to DGH on completion of the contract period. If at any stage it is found that the service provider is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons. To this effect, Service provider is required to sign the Confidentiality Agreement with DGH at the time of commencement of the job.
- 2.34 The portal will have to be integrated with multiple Payment gateways as per DGH requirement and the Portal will have valid SSL certificate. Relevant transactional records should be captured by the system.
- 2.35 Hosting Service:
- 2.37.1 Production System: The entire solution will be hosted in Government/PSU owned data center/cloud to be managed by the vendor

2.37.2 Staging server: The development environment will also have to be managed by the vendor along with the production system.

2.38 Solution should provide following functionalities for E-Bidding:

| Sr. No | Responsibility | Roles |
|---------------|--|---------------------------|
| 2.38.1 | NIO to be published in media other than e-bidding platform | DGH |
| 2.38.2 | Techno-commercial Scrutiny of bidder | DGH |
| 2.38.3 | Publishing / Mapping of bidding in portal | Service Provider |
| 2.38.4 | Mock bidding to bidders/DGH officials | Service Provider |
| 2.38.5 | Framing Business rule containing bidding format and other details including evaluation process into the E-Bidding system | Service Provider |
| 2.38.6 | Approval of Business Rule | DGH |
| 2.38.7 | Sending Business rule document to all the eligible Bidders | DGH/ Service Provider |
| 2.38.8 | Commercial query handling | DGH |
| 2.38.9 | Bidding related technical query handling & Bidder Training | Service Provider |
| 2.38.10 | Making user id & Password available to Bidders | Bidder/ Service Provider. |
| 2.38.11 | Assisting Bidders participate in dummy bidding | Service Provider |
| 2.38.12 | Event Date & Time finalization | DGH |
| 2.38.13 | To provide all Bid parameters & Evaluation parameters | DGH |
| 2.38.14 | Conducting Bidding & Providing Helpdesk service during bidding | Service Provider |
| 2.38.15 | Bidding report generation and submission (Detail and summary as required by DGH immediately after completion of bidding) | Service Provider |
| 2.38.16 | Non-disclosure of identity of vendors/customers to DGH and other participating vendors for maintaining sanctity of event | Service Provider |
| 2.38.17 | Multiple currency bidding, provision for bidding up to predefined decimal places, auto closing/extension of bidding after predefined time, auto refresh of vendors/customer screen at preset interval, support single as well as multiple lot biddings, display of ranks/price only on the dashboard of vendors/customer, auto bid facility & bid trail, | Service Provider |
| 2.38.18 | In case of loss of connectivity of vendors/customer computer/laptop/mobile etc. due to any reason, the bidders should support secure alternate to allow such vendors/customers to place the bid | Service Provider |
| 2.38.19 | Voice and video logging of bidding event and submission to DGH as when asked for | Service Provider |
| 2.38.20 | SMS broadcasting/E-Mailing to vendors/customers on bidding notification, schedule, reschedule etc. | Service Provider |

3.0 Pre-Qualification Criteria.

The qualifying criteria for bidding for above services may be accepted from vendors meeting the following qualifying criteria.

| Sl No | Criteria | Whether Met | Reference Details |
|-------|--|-------------|---|
| 3.1 | The Service provider should be an organization registered in India and operating for the last five years | Yes / No | Certificate of Incorporation/Any other relevant document |
| 3.2 | The total turnover of the firm should not be less than Rs. 50 Crore in each of the last three years (FY13-14, FY14-15 and FY15-16) | Yes / No | Extract of the audited Profit / Loss Statement and Balance Sheet and along with a certificate from the CA for compliance of this condition. |
| 3.3 | Experience of the service provider having implemented a functional E-bidding software for government or companies, similar work/job worth of 5 crores and should be in operation for at least one year | Yes/No | Documentary proof along with Self Certification by the authorized signatory |
| 3.4 | The service provider on its own or through tie-up with central /state government/PSU owned data center / cloud should have experience in hosting and managing the entire solution in central /state government/PSU owned data center / cloud owned data center/cloud and also Disaster Recovery center | Yes / No | Documentary proof along with self-certification by the authorized signatory |

5.0. E-BIDDING SOFTWARE MAINTENANCE SUPPORT DURING THE FIVE YEARS OF OPERATIONS

5.1. During the operation period, Service Provider undertakes that all the software modules supplied shall function in accordance with DGH's desired objective of E-bidding process.

5.2. Service Provider will make expeditious attempts to correct documented Software errors identified by DGH.

5.3. Service Provider shall undertake correction of errors reported by DGH and the provision of all normal system enhancements, improvements software upgrades, any software integration and additions made by Service Provider to the existing Software.

5.4. Service Provider shall provide response to maintenance call within 4 working hrs. (Normal response time) of registering call by DGH to Service Provider's Support Help desk phone/ letter/fax/E-mail.

5.7 Maintenance includes the following for the current version of the Software:

5.7.1 DGH access to Service Provider's telephone support and customer support staff for reporting Software malfunctions and assistance in the use of the Software. Telephone support is limited to providing assistance with technical difficulties in using the Software only.

5.7.2 Service Provider's provision of new versions, updates (including bug fixes and patches) or enhancements to current versions of the Software;

5.7.3 Service Provider's provision of updates and enhancements to existing Documentation, as they become available;

and

5.7.4 Service Provider's reasonable efforts to correct defects in the Software program codes and procedural documents supplied with the Software where such errors are brought to Service Provider's attention during the Maintenance Term and where DGH, in its sole discretion, recognizes them as having a detrimental effect on the performance of the Software.

5.8. Service Provider shall not assign/subcontract, in part or whole, directly or indirectly, any work hereunder without obtaining the prior written consent of DGH, such consent shall not be withheld unreasonably.

5.9. Software Failure Downtime: Software Failure shall mean failure to operate successfully under normal operating conditions while performing normal operations for which the software is intended.

5.10. Software Failure Downtime is the time during which software application is completely not in working conditions, beyond a 4 working hour period immediately following notification to Service Provider by Customer Care Helpdesk phone/fax/e-mail. The downtime is to be calculated on monthly basis.

5.11. If the software is down for less than or equal to 4 working hours then it shall not be included in the cumulative downtime of the month. If software is down for more than 4 working hours then for purpose of downtime calculation time after 4 working hours will be considered.

5.13. Start of operation of e-Bidding portal::

5.13 The e-bidding portal will be considered ready for functional usage, once the customization of E-Bidding Software and E-bidding process as per DGH requirement is

completed in all respect, successful trial run and user acceptance by DGH and also certification of the portal by STQC and CERT-in. In this regard, Service Provider will be required to obtain a user acceptance certificate from DGH.

5.14. The service provider shall depute one experienced executive (having knowledge of their e-bidding system) at DGH during DGH's working hours to support/ on the job training etc. to stakeholders during the contract period. The executive may be required to work beyond the business hours and holidays on need basis.

The service provider shall display the contact details of helpdesk executives with mobile number and e- mailed on front page of their e-procurement portal with escalation matrix.

5.15. Help Desk and Support:

5.15.1 One techno functional consultant to be deployed at DGH for the entire duration of the

contract for liaisoning with DGH and backend team.

5.15.3 24X7 helpdesk and to be deployed by the vendor to resolve any user's technical functional query.

6.15.2 User documents, Video, Audio tutorials to be prepared and put on the portal.

6.15.3 Integration with social media.

8.0 Technical Compliance Sheet

| S. No. | Description | Compliance Y/N | Remarks with supporting document(s), if any |
|--------|---|----------------|---|
| 8.1 | Audit Trail Availability to DGH | | |
| 8.2 | Availability of Audit Trails for five years after expiry of contract | | |
| 8.3 | Data Encryption at all stages | | |
| 8.4 | Secure Administrator access | | |
| 8.5 | Authentication (Super Admin, Admin, Users) Entry forms for a. Add, Update, Delete User b. Change Password c. Forget password d. User's feedback and query support | | |
| 8.6 | Privilege & Access Rights - Online registration and approval process - Data Entry form for User registration and approval form | | |
| 8.7 | SMS / E-Mail Integration | | |
| 8.8 | Integration with Payment | | |

| | | | |
|------|--|--|--|
| | gateway | | |
| 8.9 | Process Validation | | |
| 8.10 | Digital Signatures | | |
| 8.11 | Level of SSL Encryption | | |
| 8.12 | Place of Data Center. | | |
| 8.13 | Tier level of Data center (minimum Tier 3 site) | | |
| 7.14 | Place of DR Site. | | |
| 7.15 | Time Delay on switching to DR site in case of Disaster etc. | | |
| 8.16 | Tier level of DR site (minimum Tier 2 site) | | |
| 8.17 | Service Level Agreement (SLA) | | |
| 8.18 | Application Uptime and Outages. | | |
| 8.19 | Support Response Times Server Side | | |
| 8.20 | Help Desk Support | | |
| 8.21 | Details of Security standards , Certifications | | |
| 8.22 | The e-bidding platform should meet all the guidelines and other instructions issued Govt. of India/MoPN&G/ DGH | | |

ANNEXURE-III B

SPECIAL CONDITIONS OF THE CONTRACT.

1.0. Delivery Schedule

| | | | |
|-----|---|---|-------------------------------|
| 2.1 | Initial Study, SRS and FRS Preparation | : | 2 weeks from the date of LoA |
| 2.2 | SRS and FRS Sign off by DGH | | 3 weeks from the date of LoA |
| 2.3 | Initial Prototype Preparation | | 8 weeks from the date of LoA |
| 2.4 | E-Bidding Portal Delivery for UAT | | 11 Weeks from the date of LoA |
| 2.5 | E-Bidding Portal Finalization | | 12 Weeks from the date of LoA |
| 2.6 | Certification of E-Bidding Portal | | 14 weeks from the date of LOA |
| 2.7 | Handover of all source codes, system documents, design documents etc. | | 15 Weeks from the date of LoA |

2.0. PAYMENT TERMS :

2.1 Yearly payment would be made at the end of each year of the E-Bidding solution (Item No. 1 of Price Schedule). The time will start from the date of project completion certificate to be issued by DGH. Advance payment may be considered on submission of 100% bank guarantee.

2.2 Payment towards the Event based usage / Support services (Line Item 2 to 5 of Price Format) will be made on actual basis at the end of every six months on successful completion of the event / services

2.3 General payment Terms

2.3.1 The rates quoted will remain firm throughout the five year support period.

2.3.2 Payment will be released within fifteen days from the date of submission of original invoice.

2.3.3 All applicable taxes at the time of bidding will have to be quoted and the same will be considered for evaluation.

2.3.4 However , taxes applicable / prevailing at the time of availing the services will be considered for actual payment

2.3.5 Evaluation will be made on the basis of Grand Total of Sl. No. 1 to 6 of Price Format inclusive of all taxes & duties.

2.3.6 The Service Provider will be required to submit a PBG of 5 %of the total contract value (7of price Schedule) of the services offered and the PBG

3. Liquidated Damages

- 3.1 The service provider shall complete the scope of work within the stipulated period of 15 weeks from the date of issue of LOA under this contract.
- 3.2 If the service Provider fails to complete the scope of work within the stipulated period, DGH shall have, without prejudice to any other provisions in the contract, the right to terminate the contract.
- 3.3 If the Service Provider is unable to complete the scope of work within the stipulated period, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, DGH may at its discretion, extend the period of job completion and shall recover from the Service Provider, as an ascertained and agreed Liquidated Damages, a sum equivalent to ½% of value of software i. value of 1 of Price Format, for each week of delay or part thereof, subject to a maximum of 7.5%.
- 3.4 For Line Item 2 to 5 of Price Format:0.25% of the corresponding value of line item for each completed 8 Hours delay subject to a maximum of 10% of contract line item value, where the delay has occurred.

ANNEXURE IV

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part.

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

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

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

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

1.0 DEFINITIONS:

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

1.1 CONTRACT

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

1.2 DGH:

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

1.3 SITE

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

1.4 DGH'S SITE REPRESENTATIVE

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

1.5 CONTRACTOR:

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

1.6 SUB-CONTRACT:

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

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

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

1.9 CONTRACT PRICE

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

1.10 DAY

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

1.11 EQUIPMENT/MATERIALS/GOODS:

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

1.12 WORKS / OPERATIONS:

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

1.13 GUARANTEE:

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

1.14 MOBILISATION:

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

1.15 DEMOBILISATION:

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

1.16 DRAWINGS:

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

1.17 SPECIFICATIONS:

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

1.18 INSPECTORS:

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

1.19 TESTS:

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

1.20 FACILITY:

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

1.21 THIRD PARTY

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

1.22 APPROVAL:

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

1.23 SINGULAR/ PLURAL WORDS:

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

1.24 GROSS NEGLIGENCE

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

1.25 WILLFUL MISCONDUCT

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

2.0 SCOPE OF WORK/CONTRACT:

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

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

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

3.2 **MOBILISATION PERIOD**: The mobilization of equipment, personnel, should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated location in readiness to commence work as envisaged under the Contract duly certified by the DGH's authorized representative.

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

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

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

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

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

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

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

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

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

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

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

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

6.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable DGH and statutory safety requirement. Upon DGH's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the DGH to be unsuitable and shall promptly replace such personnel with personnel acceptable to the DGH without affecting DGH's work. The replacement key personnel must have the requisite qualification and experience as per Scope of Work / Terms of Reference(**Annexure-IV**) and shall submit their credentials along with their recent photographs to DGH for approval of DGH.

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

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

7.0 WARRANTY AND REMEDY OF DEFECTS

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

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

7.3 All corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor

which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 NOTICES AND ADDRESSES:

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

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication:

H O D (MM)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
Fax : +91 120 2472049

For reports and payments:

(b) **HoD (HELP)**
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
Fax : +91 120 2472049

8.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....
.....
.....
Fax:.....

9.0 DUTIES AND POWER /AUTHORITY :

- 9.1 The duties and authorities of the DGH's site representative are to act on behalf of the DGH for:
- i. Overall supervision, co-ordination and Project Management at site
 - ii. Proper utilization of equipment and services.
 - iii. Monitoring of performance and progress
 - iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
 - v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to

imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

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

10.0 CONTRACT DOCUMENT :

10.1 Governing language:

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

10.2 Entire Agreement :

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

10.3 Modification in CONTRACT:

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

10.4 Assignment:

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

10.5 Waivers and amendments :

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

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

11.0 REMUNERATION AND TERMS OF PAYMENT

The payment shall be released monthly at the end of each month after certification of invoices by the authorized representative of DGH.

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work as per the price Schedule/Price Format. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

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

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

11.4 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Agreement of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore. Should DGH so notify CONTRACTOR, such

adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

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

11.4.1 Details of statutory payments like EPF and ESI etc.

Wherever applicable, the Contractor shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The contractor shall be required to submit the following documents/details to the DGH:

DGH shall maintain these records and verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in the DGH, shall verify from the EPF/ESI authorities the details/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect the DGH shall take appropriate action against the Contractor.

Note: Conditions for applicability of above provisions

Above clause w.r.f. submission of details on EPF and ESI payments shall not be applicable in following types of contracts:

- (a) In those Contracts wherein the services/jobs has been performed exclusively in the premises of the contractor. Certificate to the effect is to be submitted by the Contractor that services/jobs to be executed under the contract have been performed exclusively in his premises.

OR

- (b) In those contracts also wherein contractor has employed only their full time regular employees for execution of the contract. Certificate to the effect is to be submitted by the contractor that for execution of the contract, no contractual labour has been employed and only full time regular employees of the contractor have been employed.

OR

As per extant statutory provisions.

11.1 DGH's right to question the amounts claimed

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

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

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1A Claims

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

12.2B. Notice of claims

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

12.3Taxes

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

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

12.5Personnel taxes

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

12.6 Corporate taxes

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

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

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

13.0 PERFORMANCE

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

14.0 PERFORMANCE BOND

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

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

15.0 DISCIPLINE

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

16.0 SAFETY AND LABOUR LAWS

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

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

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

16.1 Verification of character and antecedents of Contractual Manpower

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

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place

for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

17.0 SECRECY

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

18.0 STATUTORY REQUIREMENTS

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

19.0 INSURANCE

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

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

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

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails

for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

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

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

20.0 INDEMNITY AGREEMENT

20.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

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

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

b) loss or damage to :

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

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

20.2 Indemnity by DGH

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

a) personal injury, illness or death of

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

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

b) any loss or damage to :

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

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

21.0 TERMINATION

21.1 Termination on expiry of the CONTRACT

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

21.2 Termination on account of force majeure

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

21.3 Termination on account of insolvency

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

21.4 Termination for unsatisfactory performance

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

21.5 Termination for delay in mobilisation

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

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

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 21.1 to 21.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

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

21.9 Consequences of termination

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

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

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

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

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

22.0 SEVERABILITY

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

23.0 WITHHOLDING

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

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

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

23.1.3 Defective work not remedied by the Contractor.

23.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

23.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to with-hold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

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

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

24.0 CHANGE IN LAW

24.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

24.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

24.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

24.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

24.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this

information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

24.6 Notwithstanding the provision contained in clause **24.1 to 24.4** above, the DGH shall not bear any liability in respect of :

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

25.0 FORCE MAJEURE

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

For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds.

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

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has

exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.

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

26.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

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

27.0 PREFERENCE TO LOCAL COMPANIES

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

28.0 JURISDICTION AND APPLICABLE LAW

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION

29.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

29.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.

29.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall

proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

29.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

29.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

29.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

30.0 CONTINUANCE OF THE CONTRACT

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

31.0 INTERPRETATION

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

32.0 PATENT INDEMNITY

32.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and

b) the sale in any country of the products produced by the Items.

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

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

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

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

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

33.0 INDEPENDENT CONTRACTOR STATUS:

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

Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

34.0 LIMITATION OF LIABILITY

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of

For and on behalf of Contractor

Directorate General of Hydrocarbons(DGH) M/s. _____

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Annexure-V

Price Bid Format

| Sr. No | Item description | Unit of Measure | Unit Price (A) In Rs | Type of taxes and its rate (B) In % | Total Applicable Taxes (C)= (A)x(B) | Quantity (D) | Total Price (E)=D x (A+C) |
|---------------|--|------------------------|-----------------------------|--|--|---------------------|----------------------------------|
| 1 | E-Bidding Solution for DGH including software, hardware, customization, disaster recovery, helpdesk and maintenance support for 5 years. | Year | | | | Five | |
| 2 | Event Based usage Charges. Charges Per Event | No | | | | Ten | |
| 3 | One time charges for STQC Audit Certification | Lump-sum | | | | One | |
| 4 | CERT-in certification over five years support period | Nos. | | | | Ten | |
| 5 | Charges for Integration with Payment Gateway | Lump-sum | | | | Five | |
| 6 | Any other charges | | | | | | |
| 7 | TOTAL PRICE (Sr. No. 1 to Sr. No. 6) | | | | | | |

Signature & Seal of the Bidder

No Conflict of Interest Certificate Format

Performa for undertaking and confirmation for No Conflict of Interest while performing work for providing bidding solution to DGH(E-Bidding Portal for DGH) as detailed in Tender Document Number.MM-12015/8/2017-DGH/C-2733/ENQ-067

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 job 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 of2017.

.....
(Signature)

.....
(in the capacity of)

Duly authorized to sign bid for and on behalf of

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 OI DB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida-201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, DGH and _____ have entered into a contract for _____,

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

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

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.

2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.
3. Each party agrees that it will inform each of its employee 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 5th anniversary of the effective date of the expiry of the Agreement or subsequent extensions.
7. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of the Government of India.

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: _____