



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

**(E-Tender Notice)**

Directorate General of Hydrocarbons, Noida invites Bids for “Revival and Upgradation of Petrophysical Interpretation Software license along with AMC for 1 year at DGH Noida”, on single tender basis under composite bid system.

The detailed e-tender document for the above is available at DGH’s website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>.

Bids shall be submitted by 1400 hrs on 20.05.2019.

<b>E-Tender No.</b>	<b>Description of Item</b>
MM-12014(11)/3/2019-DGH/ENQ-154	Revival and Upgradation of Petrophysical Interpretation Software license along with AMC for 1 year at DGH Noida

Bidders are requested to go through the complete bid documents, Scope of work/ Technical Specifications etc. in particular before bidding.

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

**E-TENDER NO. : MM-12014(11)/3/2019-DGH/ENQ-154**

**TENDER DOCUMENT**

**FOR**

**Revival & Upgradation of Petrophysical Interpretation Software License along  
with AMC for 1 year at DGH Noida**

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

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

**FORWARDING LETTER**

To,  
M/s Emerson Automation Solutions  
(M/s Paradigm Geophysical India (Pvt) Ltd.)  
Mumbai

Sub: E-Tender for Revival and Upgradation of Petrophysical Interpretation Software license along with AMC for 1 year at DGH Noida

Dear Sir,

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

1	E-Tender No.	<b>MM-12014(11)/3/2019-DGH/ENQ-154</b>
2	Brief Description of the Services / Scope of Supply	Revival and Upgradation of Petrophysical Interpretation Software License along with AMC for 1 year at DGH Noida
3	Type of Bid	Single E-Tender under Composite Bid System
4	Last date for submission of Pre Bid Queries(To be mailed to <a href="mailto:mm@dghindia.gov.in">mm@dghindia.gov.in</a> )	13.05.2019 at 17-00 hrs.(IST)
5	E-Bid and Original documents submission closing Date & Time	20.05.2019 at 14-00 hrs.(IST)
6	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
7	Bid Opening Time, Date & Place	On the next date of Bid Closing date and at the same address as above.
8	Bid validity	90 days from bid closing date.
9	Bid Bond/ Earnest money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only)	Not applicable

10	Performance Guarantee	7.5% of total order value valid for a period of 02 months beyond AMC period
11	Liquidated damage	At the rate of ½ % of the order value per week or part thereof subject to a maximum of 7.5 %, for the period extending beyond the scheduled delivery date and/or Commissioning date.

- 2.0** Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidder can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with the documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 3.0** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 4.0** Bidder must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidder must go through the complete bid documents, Scope of work/supply etc. in particular before bid submission. List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix 7 of Annexure-I of Bid document.
- 6.0** Prices should be quoted strictly as per Price Bid Format given.
- 7.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 8.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 9.0** Other details and terms/conditions are as per the following **Annexure I-V**.

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

Thanking you,

HoD(MM)  
For Directorate General of Hydrocarbons

**Encl: As above**

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1.0 TRANSFER OF BIDDING DOCUMENT**

The Bidding document is not transferable.

**2.0 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**

**3.0 CONTENT OF BIDDING DOCUMENTS**

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

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

Appendix 1: Bid submission proforma.

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

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

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

Appendix 5: Undertaking / Declaration

Appendix 6: Format for Bank Guarantee for Performance Security

Appendix 7: List of documents to be uploaded/submitted along with techno-commercial bid

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

**ANNEXURE-III : Scope of Work, Technical Terms & Special Conditions**

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

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

**3.2** 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.

#### **4.0 CLARIFICATION ON BID DOCUMENT**

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

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

**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 SUBMISSION OF BID**

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

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

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

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

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

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

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

- i) Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- ii) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, Physical documents against e-Tender No. \_\_\_\_\_, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

**Note:** The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/delivered elsewhere or late.

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

**6.6** Bids shall be submitted in the prescribed bid proforma as per **Appendices-1 to 6 of Annexure-I & Price schedule at Annexure-IV**. The prescribed proforma at Appendices of **Annexure-I**, duly filled in and signed should be uploaded intact.

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

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

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

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

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

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

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

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

**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.

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

**8.0 BID PRICES**

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

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

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

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

**8.5** Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

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



## **8.6 Income Tax Liability**

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

## **8.7 GST Liability:**

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

**9.0 PAYMENT TERMS:** Within 30 days of receipt of invoices

## **10.0 MODE OF PAYMENT**

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

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.

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

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

### **11.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

### **12.0 PERIOD OF VALIDITY OF BIDS**

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

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

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

**13.1** Offers are to be submitted in electronically. The first electronic cover/envelope will contain Techno-Commercial bids having all details but with price column blanked out. The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

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

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

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

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

#### **14.0 DEADLINE FOR SUBMISSION OF BIDS**

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

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

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

#### **15.0 LATE BIDS**

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

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

#### **16.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **17.0 OPENING OF BIDS**

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

**17.2** 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.

#### **18.0 UNSOLICITED POST TENDER MODIFICATIONS**

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

## **19.0 EXAMINATION OF BID**

**19.1** 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.

## **20.0 SPECIFICATIONS**

**20.1** 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.

## **b. AWARD OF CONTRACT**

### **21.0 AWARD CRITERIA**

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

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

**22.1** 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.

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

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

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

### **24.0 PERFORMANCE SECURITY:**

**24.1** Successful bidder shall submit the performance security, 7.5% of Total contract value with validity 02 months beyond the AMC period, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA). The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix-6** in the form of Bank Guarantee (BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-

judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**24.2** The performance security specified above must be valid as per time period mentioned above at 24.1, to cover the warranty obligations of General Terms & Conditions hereof. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

**24.3** 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.

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

**25.0 SIGNING OF CONTRACT:**

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

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**BID SUBMISSION PERFORMA**

Tender No.....  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder's Telegraphic Address :  
Telephone No :  
FAX NO :

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature  
of the Bidder

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

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

\_\_\_\_\_  
Dated

Signature of witness

Address

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

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

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

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

Subject :**Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at ....., on my/our behalf.

Yours faithfully

Signature of Bidder

**Copy to:** Mr. ....for information and for production before the HoD (MM) at the time of opening of bids.

**PROFORMA CERTIFICATE ON RELATIVES  
OF DIRECTOR OF DGH**

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

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

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

**Authorised Signatory of  
The Contracting Party**

**Place...**

**Date...**



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

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

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

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

Tender No. MM-12014(11)/3/2019-DGH/ENQ-154 for "Revival and Upgradation of Petrophysical Interpretation Software license along with AMC for 1 year at DGH Noida".

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

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

**OR**

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

**PERFORMANCE GUARANTEE**

Ref. No.            Bank Guarantee No.            Dated.

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

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

WITNESS NO. 1

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

Attorney as per power of

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

Attorney No.....

Dated .....

WITNESS NO. 2

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

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

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

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

1. Duly signed and scanned copy of PAN Card/TAN.
2. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
3. Duly filled, signed and scanned copy of required Appendices at Annexure-I.
4. The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

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

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

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

Power of attorney is also to be submitted offline in original before tender closing date and time.

**GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS :

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

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by DGH to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.1.1 RELEASE ORDER :

Shall mean Individual delivery orders issued with reference to a Rate Contract during its validity specifying items , quantities and delivery period.

1.2 DGH/PURCHASER :

Shall mean DIRECTORATE GENERAL OF HYDROCARBONS, Noida, India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR :

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by DGH and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB-CONTRACTOR :

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

1.6 ORDER 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 ORDER unless specifically agreed to in writing by DGH.

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

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

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

1.8 DELIVERY PERIOD :

Shall mean the time period by which delivery of ordered goods at DGH, Noida, as indicated in the ORDER, is to be effected.

1.9 DESTINATION :

Shall mean the location of the consignee for which this ORDER has been issued.

1.10 EQUIPMENT/MATERIALS/GOODS :

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.11 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

1.12 DRAWINGS :

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

1.13 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 ORDER.

1.14 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 before despatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.15 TESTS :



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

#### 1.16 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the DGH or their representative or documents, drawings or other particulars in relation to the ORDER.

#### 1.17 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LoA indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Payment terms
- (vi) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by DGH.

#### 2. SCOPE OF ORDER :

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.

2.2 Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIER's responsibility), shall be provided by the SUPPLIER without any extra cost.

2.3 The EQUIPMENT shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of DGH.

#### 2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

#### 2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to DGH.

### 3. SPECIFICATION, DRAWING, TECHNICAL MANUALS :

3.1 The SUPPLIER shall furnish copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment to HoD (MM), DGH

3.2 The SUPPLIER shall be responsible for any loss to DGH consequent to the furnishing of the incorrect data/drawings.

### 4. ACCEPTANCE OF OFFER

4.1 With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by DGH, by means of LoA/purchase Order, the contract is concluded.

4.2 The LoA / Purchase Order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

4.3 Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by DGH by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by DGH.

4.4 Recovery of liquidated damages by the DGH from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by DGH.

### 5. NOTICES & ADDRESSES :

5.1 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:

#### 5.2 Directorate general of Hydrocarbons

HoD (MM)  
Directorate General of Hydrocarbons,  
OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida -201301.  
Fax : +91 120 2472049

CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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

6. MODIFICATION IN ORDER :

6.1 All modifications leading to changes in the order 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 ORDER.

6.2 DGH shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

7. JOINT AND SEVERAL RESPONSIBILITY :

7.1 Where SUPPLIER's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) DGH will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by DGH with a view to ensuring the exchange of all relevant data and information.

8. PERFORMANCE SECURITY /PERFORMANCE BOND

8.1 The successful Bidder, within 15 days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 10 % of the contract value in the form of Bank Guarantee from a nationalized /scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

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

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

8.4 In the event of non performance of the contract, if the losses suffered by DGH are more than the value of the Performance Security/Performance bond, DGH in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by DGH.

8.5 The performance security/performance bond shall remain at the entire disposal of DGH as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

#### 9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

9.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, DGH shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to DGH within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period DGH shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

#### 10. PERFORMANCE GUARANTEE

10.1 SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

10.2 Materials/equipment that shall be purchased from the subcontractor(s) shall have to fulfill the requirement as laid down vide para 9 above.

#### 11. REJECTION

If DGH finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters DGH will be the sole judge), DGH shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to DGH other rights and remedies to recover from the SUPPLIER any loss which the DGH may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, DGH will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to DGH, pay balance to the SUPPLIER.

#### 12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

12.1 Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver and/or commission the stores, or any installment thereof within the period fixed for such delivery and/or commissioning in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract,:

(a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the contract / PO price per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver and/or commission within the period fixed for delivery and/or commissioning in the schedule, where delivery and/or commissioning thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto a ceiling of 7.5 % of contract / PO price of the whole unit of stores which the contractor/supplier has failed to deliver and/or commission within the period fixed for delivery and/or commissioning.

OR

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

12.2 Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier in accordance with the terms of supply order/contract or otherwise. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

12.3 Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

### 13. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

### 14. INSPECTION/TESTING OF MATERIAL :

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

## 15. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

15.1 If DGH finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which DGH will be the sole judge, DGH will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfillment of the contract.

15.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

## 16. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

## 17. VARIATION IN QUANTITY

DGH is entitled to increase or decrease the quantities against any/all the items of the tender while placing the order.

## 18. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 19. INTER-CHANGEABILITY OF PARTS :

19.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to DGH before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

19.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

- a. The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.
- b. The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.
- c. In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

19.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

#### 20. BREAKAGE/SHORTAGE :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

#### 21. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practised or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty(ies) and licence-fee(s) as may be necessary. The CONTRACTOR shall keep DGH indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against DGH on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the CONTRACTOR shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against DGH (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep DGH indemnified from and against all consequence thereof.

#### 22. 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. The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely DGH and the CONTRACTOR. 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 clause by giving notice to the other party within

72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

### 23. LANGUAGE/TERMINOLOGY :

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice is verbatim in English and not at variance.

### 24. PACKING & MARKING :

The SUPPLIER shall consign/ship the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from CONTRACTOR's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

24.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

### 25. PAYMENT OF GST (ON ULTIMATE PRODUCTS), CUSTOMS DUTY (where applicable).

25.1 Supplier / Contractor, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST, Customs Duty, Corporate and Personal Taxes levied or imposed on the Supplier / 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 Supplier / 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.

25.2 The rates quoted by the Supplier / Contractor is inclusive of all taxes, duties and levies. However, Supplier / Contractor is required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information



related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, DGH will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and DGH will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, it is the responsibility of the Supplier / Contractor to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to DGH.

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

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

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

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

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

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

25.9 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 or Public Body which becomes effective after the date of submission of Price Bid but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

25.10 Any increase in 'net impact' of any variation in Customs Duty/GST or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Custom Duty / GST during extended period of the contract/ supply order will be to the account of DGH.

25.11 In order to ascertain the net impact of the revisions / enactment of various provisions of taxes / duties, the SUPPLIER is liable to provide following disclosure to DGH:

(i) Details of Inputs (material/consumable) used/required in manufacturing / supplying the ordered materials, including estimated monthly value of input and GST payable on purchase of inputs.

(ii) Details of each of the input services used/required in manufacturing / supplying the ordered materials, including estimated monthly value of input service and GST amount.

## 26. CONCESSION PERMISSIBLE UNDER STATUTES

The Supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of levies like customs duty, sales tax, etc. DGH does not take any responsibility towards this. However, DGH may provide necessary assistance wherever possible, in this regard.

## 27. PROGRESS ON MANUFACTURING OF ITEMS:

27.1 From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

27.2 In case any part of the order is sub-contracted to a Micro or Small Enterprise as per contract conditions then the supplier shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor to DGH.

## 28. TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order. Payment shall be subject to Tax Deduction at source as per Indian Tax Laws. The original invoice should accompany the following documents/details:

- a) Copy of valid registration certificate under the VAT/Sales Tax rules. (Copy of valid registration certificate under the Service Tax rules, if applicable, in cases where supply involves rendering of any service also).
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Tax Invoice ( Original and duplicate) issued under relevant rules Central Excise, respective State VAT Act and Service Tax (as applicable), clearly indicating rates and amount of various taxes/ duties shown separately).
- d) Proof of delivery in case of direct / door delivery.
- g) Warranty/ Guarantee Certificate.
- h) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.

## 29. CORPORATE TAXES:

29.0 The SUPPLIER shall bear all direct taxes, levied or imposed on the SUPPLIER under the laws of India, as in force from time to time.

29.1 The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the DGH for discharging any of its responsibilities under such laws in relation to or arising out of the SUPPLY ORDER.

29.2 Tax shall be deducted at source by DGH from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

29.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the SUPPLIER does not furnish its PAN, DGH shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

29.4 For the lapses, if any, on the part of the SUPPLIER and consequential penal action taken by the Income Tax department, the DGH shall not take any responsibility whether financial or otherwise.

## 30. ARBITRATION

30.0 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.

30.1 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.

30.2 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.

30.3 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.

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

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

30.6 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.

30.7 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.

### 31. APPLICABLE LAW AND JURISDICTION

The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

### 32. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

### 33. LIABILITY UNDER THE CONTRACT

The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party 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 profit or interest costs or environmental pollution damage whatsoever arising.

### 34.0 CHANGE IN LAW

34.1 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.

34.2 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.

34.3 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.

34.4 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.

34.5 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.

34.6 Notwithstanding the provision contained in clause 34.1 to 34.4 above, the DGH shall not bear any liability in respect of:

(i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub contractors and Agents etc.

(ii) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

(iii) Other taxes & duties including new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

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**SCOPE OF SUPPLY/TECHNICAL SPECIFICATION**

Revival and updation should cover the following features:

S. No	Product	Product features
1	Exploration Modelling Essentials( SKUA enabled)-ED 15728	The bundle must provide a comprehensive and differentiating velocity modeling solution based on UVT technology. Individual modules such as :  1x3D Viewer 1x Foundation Modeling, 1x Multi-core support for foundation modeling,1x Maps, Cross Section and well Viewer, 1x SKUA Structure, 1x Multi-Core Support for SKUA Structure, 1x SKUA Stratigraphy and fault analysis, 1x Velocity Modeling Time-to-Depth and 1x GOCAD/SKUA-Epos Link should also be included.
2	SeisEarthXV-VI-1674	The bundle must include Multi-Survey(2D/3D) Basin to prospect Scale Interpretation (should also Include: all SeisEarth EL functionality plus 2D Seismic Propagator, FaultTrak, Mistie Analysis, Base Synthetics, Volume Rendering (Opacity), Multi-Horizon Volume Flattening, Horizon and Proportional Slicing)
3	Explorer MV-VI-1474	The software must be capable of Time to Depth Conversion-Maps and Seismic Volumes ( Includes: User-Defined Volume Math Manipulations, Time-Preserving Tomography and Well-tie Tomography)
4	Stratimagic- RCP-1322	The bundle must include Seismic Facies Classification and Analysis alongwith interpretation toolbox, Seismic Propagator for Stratimagic and Waveform Classification
5	Multimin-RCP-1237	The bundle should include Petrophysical Analysis
6	Geolog Correlator RCP-1511	The software must be capable of Multi-Well Correlator
7	Geolog Essentials	The Petrophysical Analysis and formation Evaluation Essentials must Includes GeologBasic, Geolog Determin, Geolog Determin Uncertainty, Geolog FuzzyLogic, Geolog imagePack)
8	Loglan-EP-1227	The software must include Log Manipulation Batch Programming
9		All earlier modules such as Echos, 3D Poststack Time/Depth, 3D K. PSTM, Fermat & Eikonal TTS for 3D PSDM, GeoDepth, VoxelGeo XV,

		Vanguard RC, Probe RCP, GeologBasic, Artist, Geolog DLIS RCP, ComplexAttr, DirectionAttr, SpecDecompAttr, ContinuityAttr should be included
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**Fall Clause Undertaking:** Bidder has to submit an undertaking stating that the rates quoted to DGH are competitive and lower when compared with quoted rates to other govt. institutions, private or public sector organizations in India. In case it supplies or quotes a lower rate to other Governments, public sector or private organization, it would reimburse the excess to DGH.

**Training:** Bidder must provide training on upgraded modules to 5 nos DGH's personnels for 3 days at DGH premises after installation and upgradation of all the modules

**Annual Maintenance Contract:** AMC for one-year period will start from the date of delivery/acceptance of the upgrades/licenses whichever is later. AMC must include the following along with necessary patches and upgrades

1. Quarterly visit of Service Engineer for atleast 2 days.
2. Training for 5 days for DGH personnel at DGH premises

However, DGH shall reserve the right to enter into AMC for further period of 2 years after expiry of 1 year of AMC at the same rate and terms and conditions.

**Delivery:** Within 30 days of placement of LoA

**Payment:**

For software installation and upgradation : Within 30 days of successful installation and upgradation.

For training: Within 30 days after completion of training

For AMC: Within 30 days after successful completion of each quarter of AMC period

Payment shall be made in INR equivalent as per exchange rate on the date of release of payment



<b>PRICE SCHEDULE</b>								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / USD	BASIC RATE In Figures To be entered by the Bidder	GST in %	TOTAL AMOUNT	TOTAL AMOUNT WITH TAXES
1.01	Exploration Modeling Essentials( SKUA enabled)-ED 15728	1	No					
1.02	SeisEarthXV-VI-1674	1	No					
1.03	Explorer MV-VI-1474	1	No					
1.01	Stratimagic- RCP-1322	1	No					
1.02	Multimin-RCP-1237	1	No					
1.03	Geolog Correlator RCP-1511	1	No					
1.01	Geolog Essentials	1	No					
1.02	Loglan-EP-1227	1	No					
1.03	Upgradation of all existing modules such as Echos, 3D Poststack Time/ Depth, 3D K. PSTM, Fermat & Eikonal TIS for 3D PSDM, GeoDepth, VoxelGeo XV, Vanguard RC, Probe RCP, GeologBasic, Artist, Geolog DLIS RCP, ComplexAttr, DirectionAttr, SpecDecompAttr, ContinuityAttr	1	No					
1.01	Tranning at DGH for updated Modules for 5 persons	3	Days					
1.02	Annual Maintenance Charges	1	Year					
<b>Total in Figures</b>								

Notes:

3. Bidder has to quote in the above mentioned price format only.
4. Prices should be inclusive of all taxes & duties, packing & forwarding charges etc. for door delivery at DGH, Noida office.

**Signature of Bidder**

**E-tendering Instructions to Bidders**

**General:**

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

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

**1. Tender Bidding Methodology:**

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

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

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

**3. Digital Certificates:**

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

**4. Registration:**

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

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

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

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

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

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

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

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

**Note:**

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

**7. Other Instructions:**

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

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

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-6 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
  - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
  - b. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blueback ground cells. Don't fill in white back ground cells.
  - c. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
  - d. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause \_\_\_\_\_ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.