

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

Phone No : (0091)-120-4029400
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Office of :
Directorate General of Hydrocarbons
C – 139, Sector- 63
Noida - 201301 (INDIA)

Tender No. DGH/EC/ECP/2009

Date:20/07/09.

INVITATION TO BID

**SUB: UPGRADATION ESSENTIALITY CERTIFICATE MONITORING
SYSTEM (ECMS) OF DGH**

Dear Sir,

Directorate General of Hydrocarbons (DGH) under the Ministry of Petroleum & Natural Gas invites quotation for Upgradation of Essentiality Certificate Monitoring System (ECMS) Of DGH.

The salient features of the tender are as under :-

1. Tender No : DGH/EC/ECP/2009
2. Type of Bid : Two Bid System
3. Bid Closing Time & Date : 1400 Hrs (IST) on 24/08/09
4. Place of Submission : Directorate General of Hydrocarbons (DGH),
C – 139, Sector- 63
Noida - 201301 (INDIA)
5. Bid Opening Time, Date & Place : 1500 Hrs. (IST) on 24/08/09 on the same address
as above.
6. Bid Validity : 60 days from the bid closing date.
7. Amount of Earnest Money/Bid Bond : Rs. 2,00,000.00 in the form of Demand Draft/Bid
Bond in favour of Directorate General of
Hydrocarbons payable at New Delhi.
8. Amount of Performance Bank Guarantee to be submitted only by the
Successful Bidder. : 10% of the total Contract value, to be submitted
within 21 days of award of contract as per
proforma enclosed at Annexure VI and should be
valid for 60 days beyond the contract period.

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

Annexure-I		Instructions to Bidders
Annexure-II		General terms and Conditions
Annexure-III		Scope of work
Annexure-IV	-	Price Format
Annexure-V	-	Performa for Bid Bond.
Annexure-VI	-	Proforma for Performance Bank Guarantee

Thanking you,

Yours faithfully

(L.K. Khurana)
Advisor(MM)

For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

1.1 The tender would be processed according to a single stage, two Bid procedures. Offers should be submitted in two parts viz., Technical bid and Price Bid, each in duplicate and each in separate envelopes.

1.1.1 The envelope containing the Technical Bid should be in a sealed cover bearing the following information on the right hand top corner:

- Envelope No. 1 Technical Bid
- Tender No.:
- Technical Bid Closing Date:
- Bidder's Name:

1.1.2 The cover containing the price Bid should be in a separate sealed cover bearing the following information on the right hand top corner:

- Envelope No. 2 Price Bid
- Tender No.:
- Bidder's Name:

1.1.3 The Technical and Price bids (each marked "ORIGINAL" and "COPY" as applicable) should then be put together in another (larger) envelope bearing the following details and the address of DGH:

- Tender No.:
- Bid closing Date:
- Bidder's Name:

1.1.4 Price bid should be in accordance with technical bid. The technical bid shall not contain any reference to any price / price schedule, directly or indirectly. However, the Price Format as per Annexure-V shall be submitted along with the technical bid. The offer should contain complete specification, details of service and equipments/accessories offered.

1.1.5 The Bid Bond of requisite amount as mentioned in the forwarding letter for invitation to bid must be enclosed with the Technical Bid.

1.1.6 The Price Schedule with the quoted price should not be put in the envelope containing the Technical Bid.

1.2 Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

**Advisor (MM)
Directorate General of Hydrocarbons
C-139; Sector-63; NOIDA-201301**

1.3 Timely delivery of the bid is the responsibility of the Bidder. Bids must reach DGH not later than the closing date & time specified in the forwarding letter. Any bid received by DGH after the closing date and time, will be rejected and/or returned unopened to the Bidder. DGH will not be responsible for the loss of tender or for any delay during the postal transit or otherwise.

- 1.4 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by DGH. The tender papers shall be complete in all respects and submitted together with requisite information and annexures, if any. It shall be complete and free from any ambiguity, changes or interlineations.
- 1.5 The offered rates will remain firm till finalization of Tender. Any representation or request received after bid opening date and before opening of commercial bid, regarding revision of rates, will not be entertained and may lead to rejection of the Bid.
- 1.6 Bidders shall indicate their complete postal and fax/e-mail address at the time of quoting against this tender.
- 1.7 The conditions of the contract to entered into with the successful bidder would be based on various sections of this Tender document. Bidders are requested to state their compliance on these terms in their technical offer itself, in addition to Compliance Statement at Annexure-VII.
- 1.8 Fax/e-mail or any other types of open offers are not acceptable. Unsolicited offers will be rejected.

2. BID OPENING

- 2.1 Opening of Technical Bids by DGH:
DGH will open the Technical Bids first in the presence of Bidders, or their authorized representative, who choose to attend at the date, time and place mentioned in the forwarding letter. However, the Bidder's representative must produce an authorization letter from the Bidder at the time of opening of Bids.
- 2.2 The Price Bids of those Bidders, whose Technical Bids are found to be acceptable, will be opened on a fixed date, time & venue, which shall be communicated to the technically acceptable Bidders.

3. Eligibility/Instructions to the Bidders

- 3.1 The new developments and enhancements should preferably be carried out on the existing programming technologies (JSP, Websphere) only. Any third party product or off the shelf solution requiring DGH to procure additional licenses/ATS would not be accepted for enhancement of existing ECMS system.
- 3.2 The developments/implementations would be on site at DGH. The developers would be required to bring their own laptops. However development server would be provided at DGH.
- 3.3 The developed products/processes/documents etc. would be intellectual property of DGH.
- 3.3 The developers are required to have at least 2 year of project experience.
- 3.4 The party is required to place one experienced project manager in executing the entire project.
- 3.5 The developers will have to work in close collaboration with the DGH developers. There will be suitable knowledge transfer session in a mutually agreeable manner. The cost of the same may be quoted in the "DGH's IT Programmer training cost" head of the price schedule.
- 3.6 Project Status Review meetings would be conducted once a week on every Friday. The Project Manager and all team members should be participating in the review meetings. Status review records would be filed as support documents.

- 3.7 The project would commence only after DGH formally approves system reengineering specifications/redesign specifications, gathered during the systems study phase and the entire project execution plan.
- 3.8 The bidder is required provide a tentative project execution plan detailing timeline of various activities.

4. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the DGH may, at its discretion, ask the Bidders for certain clarifications. The request for clarifications and the response shall be in writing.

5. DGH'S RIGHT TO ACCEPT OR REJECT BID

The DGH reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time, prior to the award of Contract, without assigning any reason.

6. WARRANTY TERMS:

The ECMS software along with upgraded modules and digital signature solution will be covered under one year warranty from the date of commissioning and deployment of the solution as per scope of work.

7. BID PRICE

- 7.1 Price quoted by the Bidder shall be firm and not subject to variation on any account. Price quotations are to be strictly in accordance with the Price Format. **Conditional bid is liable to be rejected.**

8. PERIOD OF BID VALIDITY

Bids shall remain valid for 60 days.

9. EARNEST MONEY/BID BOND

- 9.1. The bidder shall furnish alongwith earnest money for Rs.----- in the form of demand draft in favour of Directorate General of Hydrocarbon payable at New Delhi Refundable or in the form of Bid Bond in the format given in Annexure-V.
- 9.2 The Earnest Money/Bid Bond is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of Earnest Moneys/ invoking of Bid Bond.
- 9.3 The Earnest Money/Bid Bond will be returned to all unsuccessful bidders, once the LOI is placed on the successful bidder. Similarly, the Earnest Money will also be returned to successful bidder, on receipt of performance Bank Guarantee from them.

10. PRE-BID MEETING

DGH will hold a pre bid meeting with the prospective Agencies at **11:00 AM** on _____ in the DGH conference hall. Queries received, from the Agencies, two days prior to the pre bid meeting will be addressed during the meeting. The queries can be sent to Mr T Ravindran, HOD-IT, DGH through **email at ravi@dghindia.org** or Mr.C.K. Barman , Advisor –IT at **chandan@dghindia.org** or **faxed on 0120 - 4029410**

GENERAL TERMS AND CONDITIONS

1. SECRECY OF CONTRACT DOCUMENT

- 1.1 Successful bidder shall not, without DGH's prior written consent, disclose the Tender, or any provision thereof or any specification to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- 1.1 Contractor shall not, without DGH's prior written consent, make use of contract document or any information enumerated above except for bid preparation and contract execution.

2. PERFORMANCE SECURITY

- 2.1 Within 21 working days of the date of issue of LOI/award of contract, the bidder should submit Performance Bank Guarantee for 10% of the total contract value in the form of a bank guarantee as per format provided by DGH as Performance security. The proceeds of the Performance Bond shall be payable to DGH as compensation for Contractor's failure to perform and complete its obligations under the contract.
- 2.2 In the event the contractor fails to honor any of the commitments entered into under the contract and / or in respect of any amount due from the contractor to the DGH, the DGH shall have the right to invoke the Performance Bank Guarantee and claim the amount from the Bank. The Performance Bank Guarantee shall be valid till the completion of 60 days after Contract completion period.

3. FORCE MAJEURE

- 3.1 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.
- 3.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.
- 3.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.
- 3.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning and estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim.

- 3.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.
- 3.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. Unless directed by the DGH in writing, the Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.
- 3.7 Either party will have the right to terminate the Contract with a 15 day prior written notice if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

4. TERMINATION

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

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.
- 4.2 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of Force Majeure under clause 3.7 hereinabove.
- 4.3 Termination on account of Insolvency:

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

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

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

In all cases of termination herein set forth, the obligation of DGH to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the contract, the parties shall continue to be bound by the provisions of the contract that reasonably require some action or forbearance after such termination.
- 4.7 If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

- 4.8 Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.
- 4.9 Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 4.1 to 4.6 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services. In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

5. Penalty :

In case the contract is terminated, bank guarantee submitted by bidder will be invoked.

6. INDEMNIFICATION

- 6.1 The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.
- 6.2 DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

7. ARBITRATION

- 7.1 Except as otherwise provided elsewhere in the contract, if any dispute 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, the said dispute shall be decided by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who will act as the presiding arbitrator.
- 7.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator from the date of their appointment, upon request of a party, 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.
- 7.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where

his predecessor had left if both the parties agree for the same or otherwise he shall proceed de-novo.

- 7.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 7.5 It is also agreed between the parties that neither party to this assignment shall be entitled to the interest on the amount of award.
- 7.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 7.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language.
- 7.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of **Indian Arbitration Act and Conciliation Act, 1996** and any statutory meditations or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

8. APPLICABLE LAWS

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

9. PAYMENT TERMS:

- 9.1 Payment against item number 1 will be made on successful completion of upgradation of ECMS software as per scope of work & integration of digital signature.
 - 9.2 Payment against item number 2 & 3 will be made on supply and successful deployment of SSL certificate & digital signature.
 - 9.3 One time setup charges for item no 4 will be made on successful completion of document verification set up at DGH & Ports
 - 9.4 The AMC charges will be paid at the end of every six months during AMC period.
- * Items No. 1,2,3 & 4 are the activities No. 1,2,3 & 4 respectively of Scope of Work for Proposed Up gradation of the ECMS system as mentioned in annexure-III.**

10. TAXES AND LEVIES

- 10.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 10.2 All the taxes including Service Tax and Income Tax, levies, duties etc. shall be borne by the Contractor.
- 10.3 Income tax shall be deducted at source for the payments made by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws deliverables.

11. CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor in the conduct of operation and the information provided by the DGH to the Contractor shall be considered confidential and shall not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

12. TELEX / FAX AND UNSOLICITED OFFERS

Telex/Fax/e-mail or any other type of open offers is not acceptable.
Unsolicited offers will be rejected.

13. NOTICES

Any notice given by one party to other pursuant to the contract shall be sent by telegram, telex, cable or fax and confirmed in writing to the applicable address of the other party. The applicable address of the DGH is specified below :-

Directorate General of Hydrocarbons
C – 139, Sector- 63
Noida - 201301
INDIA
Fax No: (0091)-120-4029410

Scope of Work

Abbreviations Used in the Document:

DGH	: Directorate General of Hydrocarbons
DG	: Director General
ECMS	: Essentiality Certificate Monitoring System
EC	: Essentiality Certificate
IA	: Issuing Authority
TO	: Technical Officer
NO	: Nodal Officer
NOC	: No Objection Certificate
ECRN	: EC Registration Number
ECIN	: EC Issuance Number
E&P	: Exploration & Production

Preamble:

The directorate General of Hydrocarbons (DGH) was established under the administrative control of Ministry of Petroleum & Natural Gas by Government of India Resolution in 1993. Objectives of DGH are to promote sound management of the oil and natural gas resources having a balanced regard for environment, safety, technological and economic aspects of the petroleum activity.

DGH has been entrusted with certain responsibilities concerning the Production Sharing Contracts of operators for discovered oil & gas fields and exploration blocks, promotion of investment and monitoring of exploration & production (E&P) activities including review of reservoir performance of major fields. In addition, DGH is also engaged in opening up of new unexplored areas for future exploration and development of not-conventional hydrocarbon energy sources.

The Essentiality Certificate (EC):

DG, under the New Exploration Licensing Policy (NELP) of India, invites all companies both Indian & foreign for investment in E&P sector for securing energy needs of the country. In order to encourage investment under NELP, Govt of India has facilitated custom exemption for import of goods used for exploration of hydrocarbon resources in India under NELP blocks. The EC department in DGH receives applications from various operators for duty free import of goods. This department completes all formalities & issue certificates within stipulated time frame. Besides, the department also issues NOC's for transfer of goods within the country. This certificate is called essentiality certificate (EC). The operators collect their essentiality certificates from DGH and produce them at the port for duty waiver on specific imported items as listed on the EC.

The EC Section:

DGH has a dedicated EC issuing section to deal with the issuance of Essentiality Certificate. The broad objective of this department is to

- Issue of EC (Essentiality Certificate).
- Issue of NOC (No Objection Certificate) for transfer of goods.
- Extensions and amendments of ECs .
- Customs Confirmation.
- Audit on utilization of Ecs.

EC Issuing Business Process:

Currently there is a workflow based web application known as ECMS (Essentiality Certificate Monitoring System) to facilitate the entire EC issuing business process. The online ECMS system is being used extensively in the entire business value chain from raising an EC application to EC issuance by DGH.

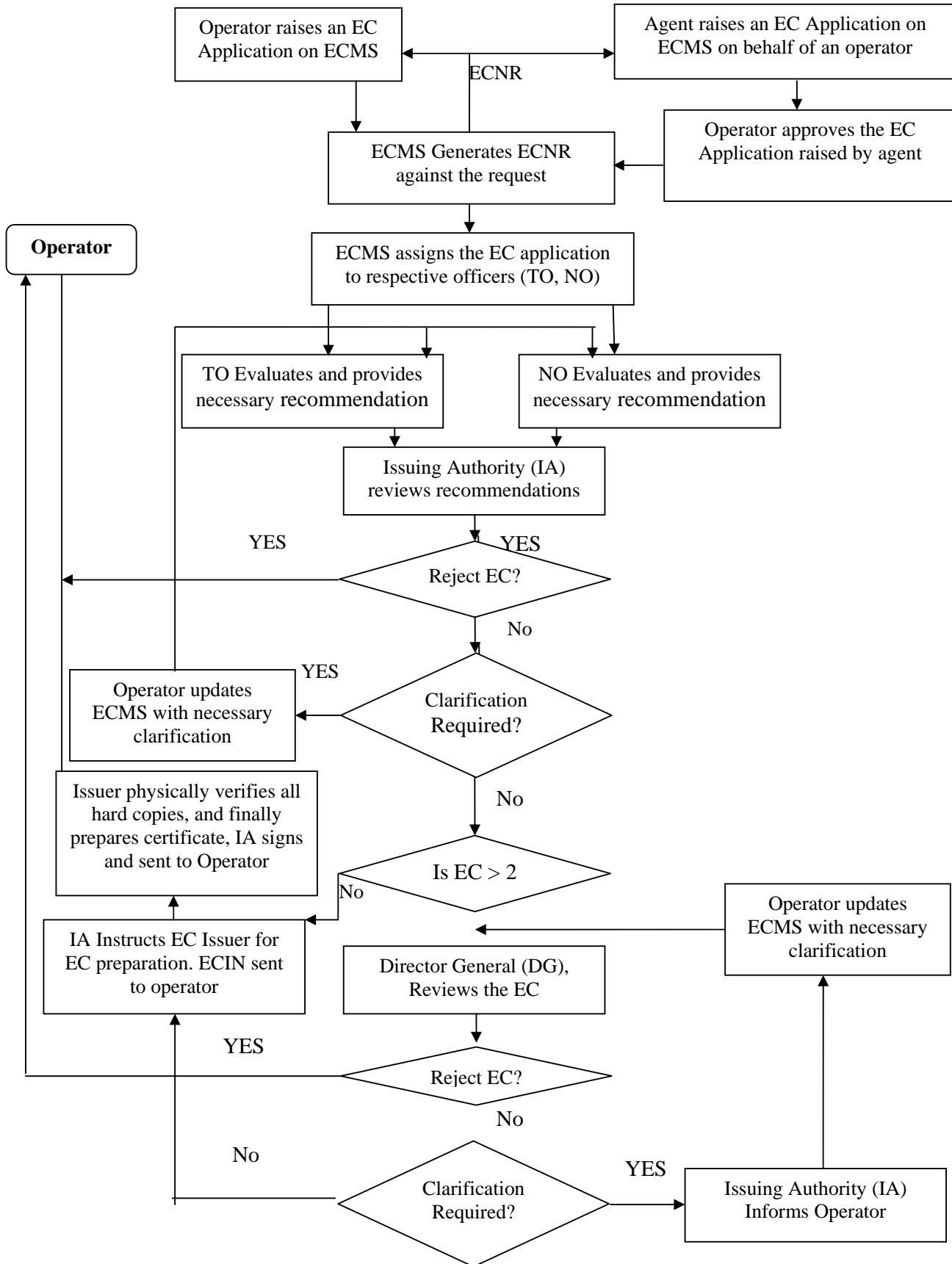
Below are the sequences of events that happen in the EC issuance process.

- 1) Any upstream E&P Operator (e.g ONGC, RIL, OIL etc) or its authorized agents apply for EC through the online application page of ECMS. The application is submitted under relevant category, and they upload all necessary supporting documents to the ECMS portal.
- 2) After uploading all necessary documents, an ECRN number is generated against that EC application. If the application is raised by an agent then the EC request has to be finally approved by the operator.
- 3) The operators also send the hard copies of EC applications along with the bunch of all relevant documents with the designated officer manually signing each page of papers to DGH.
- 4) The online EC application becomes available to the relevant officers namely, Technical Officer (TO), Nodal Officer (NO) depending on the category of EC application and to the Issuing Authority (IA) at DGH. These officers are also intimated by automatic mail through the ECMS
- 5) TO & NO scrutinize the EC application.
- 6) They will either raise further technical queries before recommending or not recommending the EC request or recommend the EC or reject the EC request.
- 7) In the event of a technical query, the IA will have a look on the queries being raised by TO and NO.
- 8) If the IA is satisfied by the merit of the query, then he will approve the query. Subsequently an automatic mail will follow to the operator and to his agent if applicable.
- 9) The correspondences between the IA and the Operators will continue till TO and NO finally recommend or reject the EC request.
- 10) If recommendation is not obtained from both TO and NO then the EC is rejected and the relevant message is sent to the operators.
- 11) On getting the approval from both TO and NO the Issuing Authority (IA) will finally go through the EC request and the supporting documents.
- 12) If the value concerned at the EC request is more than 2 Crore then the request will be put to Director General (DG) for approval.
- 13) Any query put forwarded by DG will also be routed to the operator through the IA.
- 14) On getting every approval, the IA will recommend the EC to the ISSUER.
- 15) An automated mail will go to the operator with an ECIN number stating completion of EC processing.

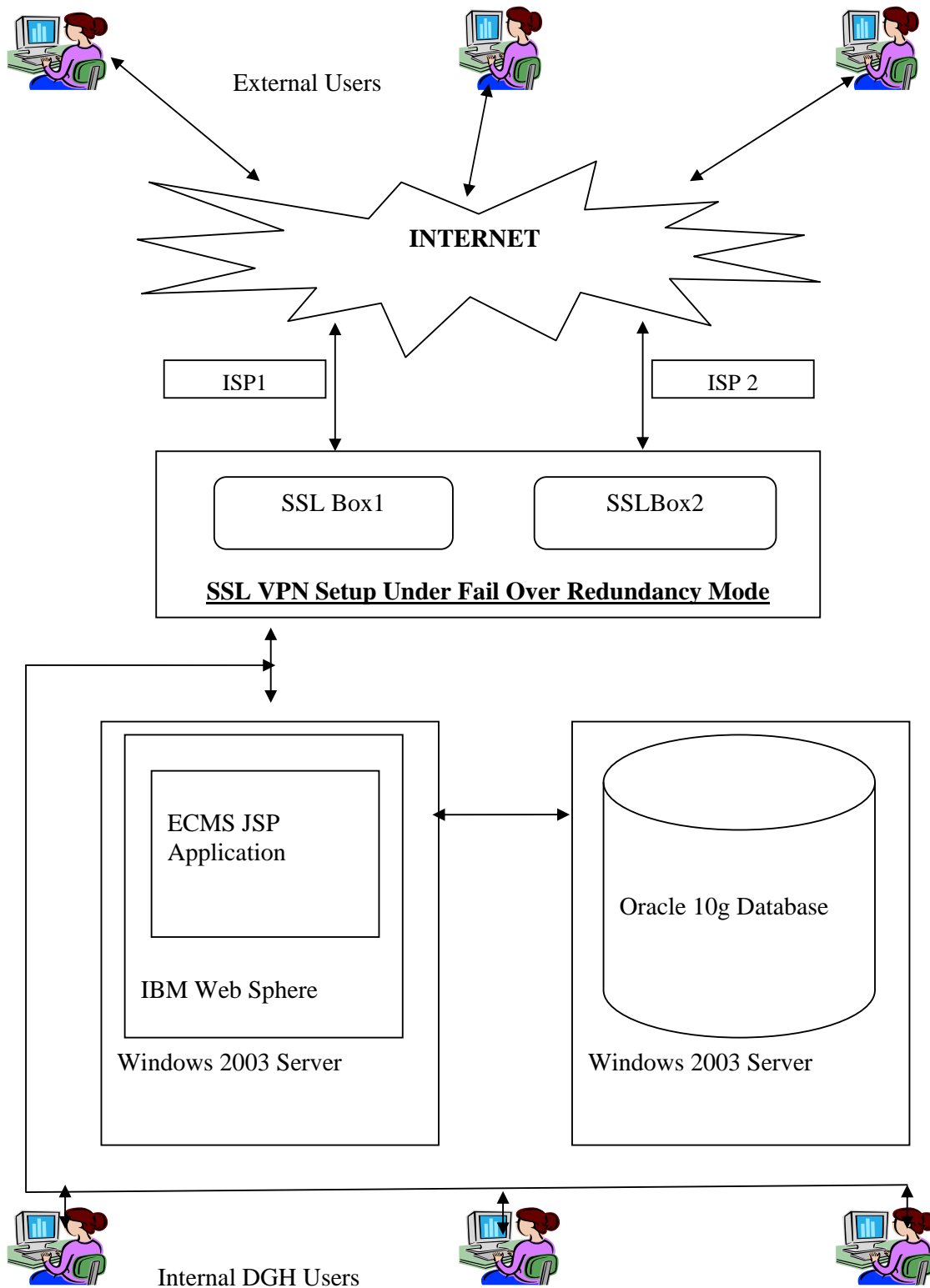
- 16) The issuer will finally verify all the supporting documents uploaded online with the signed hard copies of the documents manually sent by operators to DGH.
- 17) If everything is found in order, the Issuer will take a print out of the EC.
- 18) The IA will finally put his manual signature on the EC and the EC is dispatched to the relevant operator.

Brief Block Diagram Based Depiction of the Issuance of EC Business

Process



Technical Infrastructure for Accessing ECMS Application:



The ECMS Application:

The ECMS is a JSP based web applications which accesses the ECMS database running on Oracle 10g database. Everyday about 100-150 users access the application from the Internet through the SSL based VPN. The average concurrent users to the application is about 20-30. Below is a brief account of the various components of the ECMS application.

HW of the ECMS Application Server : Intel Xeon based server with Windows 2003 R2.
Application Server : IBM Websphere 6.1.0.17
Server Scripting Page : JSP

HW of the ECMS Database Server : Intel Xeon based server with Windows 2003 R2.
Database Server : Oracle 10g R2 Enterprise Edition

No of forms in the ECMS application : Approximately 115 Nos.
No of Reports in the ECMS application : Approximately 80 Nos.
No of tables in the ECMS schema : 76
No of database procedures used : 10
No of database sequences used : 33
No of database triggers used : 3

The source codes of the application and database design document are available with DGH.

Scope of Work for Proposed Up gradation of the ECMS system:

Based on changing business requirements it is proposed to enhance the functionality of the existing ECMS infrastructure with new technologies & features. Also, it has been observed that few changes/modifications/enhancements in the existing ECMS system are required to be incorporated. The final intend of this up gradation is to add maximum value to the EC issuing business process through exhaustive utilization of existing technology and infrastructure. At the backdrop of these requirements the existing ECMS infrastructure setup needs to be upgraded. The entire ECMS up gradation will primarily comprise of the following activities.

They are

- 1) Up gradation of the ECMS set up to a secure infrastructure with installation of necessary certificates in compliance with Indian regulatory requirements.**
- 2) Incorporation & integration of digital signature at the ECMS end for generating digitally signed Essentiality Certificate.**

DGH wants to avail adequate number of digital signatures against its authorized EC signatories. These signatures are required to be fully integrated with the ECMS application. Finally the EC issuer should be able to generate digitally signed EC without any manual intervention

- 3) Facility for the end user to digitally sign ECMS forms, digitally sign supporting documents and to upload those documents to the ECMS server.**

Currently the user also manually sends supporting documents and other necessary data on hard copies to DGH for manual verification of the electronically submitted data. As part of the new up gradation, DGH completely want to do away with the manual paper flow activities. As such, necessary facility & changes need to be

incorporated in the ECMS system so that the end user can digitally sign ECMS forms and supporting documents and upload the same.

4) Changes in the existing ECMS system based on changing business requirements and changing workflow requirements.

- 1) The content of the Essentiality Certificate(EC) should incorporate the following details as additional pages to the certificate.
 - a. List of goods from the database
 - b. List of goods detail pages from the supporting documents submitted by the operator.
 - c. PEL detail pages to be inserted from the supporting documents
 - d. The issuer should also have the facility to incorporate any other page from any relevant PDF document as separate page towards the end of the certificate.
- 2) There should be facility for regeneration of an existing EC with modified contents. In such scenario there should be facility to delete the earlier EC or to archive the earlier copy as an older version.
- 3) Archiving of Digitally signed ECs and entitlement based downloading facility of the EC for operators
- 4) Once the generation of digitally signed EC is complete, the system should archive it with suitable nomenclature inside the system
- 5) Normally digital signing of EC will be done by the issuer on behalf of the IA at DGH. The signed EC would be again verified by the IA. If everything is found in order then he will publish the EC. Then the EC would be available to the respective operator against his relevant application for download through the ECMS. Otherwise the signed EC will be sent back to the issuer for modifications.
- 6) The system should also intimate the operator with e-mail that his EC against the relevant EC application is ready for download
- 7) The concerned operator should be able to download the appropriate EC against his appropriate application.
- 8) The system should also keep records of downloaded ECs
- 9) It will be required to design a new login page for custom officials at various ports in the country for verification of the ECs issued.
- 10) DGH Administrator should have facility to create new accounts with passwords along with corresponding privileges for custom officials.
- 11) After logging in, the port officials should be able to view, download digitally signed certificate and associate documents corresponding to his port by operator wise/region wise/date wise/EC No wise for verifying and cross checking the produced certificates by the operators.
- 12) The system should mandatorily ask the applicant to fill up the following fields:
 - a. Purpose of goods
 - b. Name of Licensee
 - c. Block names
- 13) All the technical categories and licensee names should be available in dropdown lists under the fields “purpose of goods” and “name of licensee” respectively.
- 14) ‘Not Recommended’ button should be removed from the accounts of all other users except IA. A new button ‘Return to IA’ to be inserted for all those users.

- 15) IA would be able to retrieve any application verified by the operator which is not Traceable in IA's account
- 16) Currently archived report should contain the name of authorized signatory of the operator.
- 17) Full text of query and/or reply should be visible in the application in it's all phase to all the ECMS users.
- 18) For a particular applicant the EC application should be required to fetch all official detail such as telno.,address,fax no., ,automatically from the database .So that there may be no requirement to fill up all these fields again and again.
- 19) There should be provision for invoice no. validation for new EC application.
- 20) After completion/submission of one EC by DGH users the next application should open up automatically.
- 21) Name of all the ECMS users should be arranged up alphabetically and naming of the pages containing the user name should be made by alphabets instead of numbers. So that all the user name starting with a particular alphabet may be available from the page named with that alphabet.
- 22) To find out a particular user name once the 1st alphabet of the name is inserted the system should show all the choices starting with the same alphabet.
- 23) System should allow reassignment of EC application for which query has been arose.
- 24) During submission of clarification at operator end the EC should open up to the operator only in editable format and once they submit their reply the EC should come to the DGH users seeking clarifications for fresh comments.
- 25) Operator should have the facility to reject any application submitted by agent.
- 26) Registration credential of all other ECMS users except DGH executives should contain and show all the documents submitted by them in it's all phase.
- 27) Few additional reports (Around 5) depicting graphical charts like bar chart, pie chart etc based on selectable input parameters need to be developed for internal reporting purposes at DGH.
- 28) Reports on all applications should be available in issuer account.
- 29) Reports on all applications should contain in addition to existing information, full application along with the queries and replies.
- 30) Facility to reassign / Change DGH user after clarifications / amendments received .
- 31) All documents submitted along with EC application to be visible in its all phases to all users.

BEC / BRC Criteria

1. The Bidder should have experience of executing similar projects (digital signature integrated application) in at least 2 (two) govt. organizations or PSUs or Public limited companies.
2. The Bidder must have implemented at least one software project for govt. organizations or PSUs or Public limited companies within last twelve months.
3. The Bidder or his consortium partner should have at least three years experience in developing and implementing web based solutions and integrating the application with digital signature.
4. Bidder shall provide minimum two or more reference site in India on the suggested solution.
5. Bidder shall specify the availability of support staff and infrastructure available with him or his partner in India.
6. Bidder should have well managed help desk in place to support all ECMS related issues subsequent to new application go-live. Details of help desk numbers and call escalation matrix to be provided.
7. Bidder should have executed one software projects of single value Rs 15.0 Lakhs and should have an annual turn over of Rs 30.0 Lakhs for the last two financial years.
8. Documentary evidence with regard to all above points has to be submitted by the bidder.
9. Only bidders meeting the above criteria will be eligible and called for discussions on the draft tender document and the tender specifications will be finalized after taking the technical view of eligible bidders.
10. The Final tender document and Price Schedule will be issued only to the Eligible Bidders.
11. Conditional bids will be liable for rejection.
12. Technically Eligible bids will only be considered for price evaluation.
13. The bid with Lowest total price as per Price Schedule will be considered for award of the contract.

Price Schedule

SN	Item	Unit	Unit Rate	Qty	Total
1.	ECMS Upgradation & Digital Signature Integration.	Mandays			
2.	SSL Certificate	No		Three(3)	
3.	Digital Signature	No		Ten (10)	
4.	Digitally Signed Document verification tool and setup at DGH & Ports	No		Twenty (20)	
5.	AMC cost	Year		Three years	
6.	End User training cost	Day		Ten (10)	
7.	DGH's IT Programmer training cost	Day		Ten (10)	
	Total Charges				
Service Tax , if applicable , will be charged extra					

Note:

1. The bidder should quote the number of mandays required for completing the jobs against ECMS upgradation and digital signature integration as per the scope of work
2. The bid with Lowest total price as per Price Schedule will be considered for award of the contract.
3. The AMC will start after completion of one year warranty period.

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be submitted on a non-judicial stamp paper)

Bank Guarantee No. _____
Date _____

To
Directorate General of Hydrocarbons,
C-139; Sector-63
NOIDA-201301

Sirs,

1. Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at C-139, Sector-63, NOIDA-201301 (herein after called "DGH" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrator, executor and permitted assigns) has floated a tender for ----- and M/s _____ having its Head/ Registered Office at _____ (hereinafter called the "Tenderer"/ "bidder" which expressions shall unless repugnant to the context or meaning thereof mean and include all its successors, administrator, executors and permitted assigns have submitted a bid reference No. _____ and tenderer/bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ only for the due performance to tenderer's / bidder's obligations as contained in the terms of the Tender Documents and other terms and conditions contained in the Tender Documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said document.
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 assigns) do hereby guarantee and undertake to pay immediately on first demand to the DGH any money or all money payable by the Tenderer/bidder to the extent of Rs. _____ (in words _____ only) in aggregate at any time without any demur, reservation & recourse or protest and or without any reference to the Tenderer/bidder. 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 notwithstanding any disputes or differences raised/ pending before any forum between bidder and the DGH.
3. The bank confirms that this guarantee has been issued with due observance of appropriate laws of the country of issue.

4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent Indian courts of the place from where tenders have been invited.
5. This guarantee shall be irrevocable and shall remain in force up to _____, which includes thirty days after the period of bid validity, and any demand in respect thereof should reach the bank not later than the aforesaid date.
6. Notwithstanding anything contained / herein above our liability under this guarantee is limited to Rupees(in words) only and it shall remain in force until (indicate the date of expiry of the bank guarantee) unless extended further. We must receive any claim/s under this Guarantee before the said expiry/ extended date/s and if no such claim/s has been received by us within the said date/ extended date/s, rights of DGH under this Guarantee will cease. However, if we have received such a claim within the said date or the extended date/s the rights of DGH under this Guarantee shall be valid and subsisting and will not cease until we have satisfied the said claim/s.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this _____ day of _____ 2009 at _____.

WITNESS No. 1

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

(Signature)
Full Name, designation & official Address (in legible letters) with Bank Stamp

Attorney as per power of Attorney No. _____
Date : _____

WITNESS No. 2

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

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be submitted on non-judicial stamp paper)

Ref. No.

Bank Guarantee No.

Date ____/____/____

To

Directorate General of Hydrocarbons

C-139; Sector-63;

NOIDA-201301

INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at C-139, Sector-63, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Contract dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. _____ for the faithful performance of the entire contract as mentioned in the LOI.
2. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the contest or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees _____ (in figures) _____) (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor.

Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the 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.

3. The Bank also agrees that the 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 Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
4. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
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 until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.

8. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees _____ (in figures) Rupees _____ (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2009 _____ at _____.

(Signature)

Full Name & designation
and official address (in legible letters)
with bank stamp

WITNESS NO.1

(Signature)

Full name and Official address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____

WITNESS NO.2

(Signature)

Full Name and Official address
(in legible letters)