



EXPRESSION OF INTEREST (EOI) CUM INVITATION FOR BID(IFB)  
- INTERNATIONAL COMPETITIVE BIDDING (ICB)

1.0 Directorate General of Hydrocarbons (DGH) invites Expression of Interest Cum International Competitive Bidding (ICB) under Two Bid System from experienced contractors for the following services:

EoI Cum Bid Document No.: DGH/MM/FDP/10-11/ENQ-005

(A) "Expression of Interest" for Empanelment of Agencies for (i) Basin Evaluation & Resource Assessment / estimation including deep water basinal areas, (ii) Complete evaluation of Oil & Gas FDPs / DOCs including validation of Reserves, Production Profiles Facilities, Estimated Capex, Opex, Techno-economics & abandonment aspects, (iii) Performance Evaluation of Producing Fields, (iv) Evaluation of EOR / IOR Projects etc.

(B) "Invitation for Bid" for Evaluation/ Validation of One Integrated Oil & Gas Field Development Plan and Six Declaration of Commerciality (DoC) proposals.

Cost of Bid Document: Rs. 9000.00 or US\$ 200.00 (Non-refundable),  
Sale of Bid Document: 12<sup>th</sup> May 2010 to 2nd June 2010,  
Date of Pre-Bid Conference: 8<sup>th</sup> June 2010  
Venue of Pre-Bid Conference: DGH, C-139, Sector 63, Noida (India)  
Bid Closing Date & Time: 29<sup>th</sup> June 2010 at 14-00 hrs.(IST)  
Bid Opening Date: 29<sup>th</sup> June 2010 at 15-00 hrs.(IST)  
Bid Security: Rs. 2,50,000.00 or US\$ 5,600.00

2.0 A complete set of bid document (non-transferable) containing terms and conditions for the above EoI Cum IFB may be purchased by the interested parties from the office of HoD(MM), Directorate General of Hydrocarbons, C-139, Sector 63, Noida- 201 301, UP, India on submission of a written application along with Cost of the Bid Document in the form of Demand Draft / Banker's Cheque in favour of "Directorate General of Hydrocarbons" and payable at New Delhi.

2.1 Bidders will also have the option of down-loading the Bid document within the time specified for the sale of Bid documents and use the same for participating in the tender. The bidders downloading the Bid document from the website should ensure to submit "Cost of Bid Documents" (in the form of DD made on or before the closing date of sale of Bid documents) along with the Technical Bid.

3.0 Complete bid document can be viewed in DGH's web site [www.dghindia.org](http://www.dghindia.org). Bidders are requested to go through the complete bid documents and the

eligibility criteria under the Bid Rejection Criteria, Scope of work, Award of Contract Criteria etc. in particular before purchase of the Bid Documents.

4.0 Prospective bidders are requested to ensure their participation in this EoI / ICB, as the empanelment will be closed for a period of one year each and any subsequent request will only be considered for empanelment in the subsequent year subject to passing the qualifying criteria and DGH extending validity of the original empanelment. During this one year period, the “Request for price bid” for any requirement will be limited to the empanelled agencies only. Further, such request for price bids will not be hoisted on DGH website.

HoD (MM)  
For DG Directorate General of Hydrocarbons

DIRECTORATE GENERAL OF HYDROCARBONS  
(Under the Ministry of Petroleum & Natural Gas)  
C-139, Sector 63, Noida.  
Uttar Pradesh, India, PIN-201 301

MATERIALS MANAGEMENT  
Tel : (91) 120-4029400  
Fax : (91) 120-4029410  
E-mail: [mm@dghindia.org](mailto:mm@dghindia.org)  
Website : [www.dghindia.org](http://www.dghindia.org)

**FORWARDING LETTER**

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost of Bid Document: Rs. 9,000.00  
or US\$ 200.00

Serial No. :

**EOI Cum BID DOCUMENT NO. DGH/MM/FDP/10-11/ENQ-005**

Subject: Part A : Expression of Interest for Empanelment of Agencies for (i) Basin Evaluation & Resource Assessment / estimation including deep water basinal areas, (ii) Complete evaluation of Oil & Gas FDPs / DOCs including validation of Reserves, Production Profiles Facilities, Estimated Capex, Opex, Techno-economics & abandonment aspects, (iii) Performance Evaluation of Producing Fields, (iv) Evaluation of EOR / IOR Projects etc.

Part (B) Invitation for Bid for Evaluation/ Validation of One Integrated Oil & Gas Field Development Plan and Six Declaration of Commerciality (DoC) proposals for Oil & Gas discoveries in terms of relevant PSCs.

Dear Sirs,

1.0 The Directorate General of Hydrocarbons (DGH) is a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas. 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.

2.0 In connection with its operations, DGH invites Expression of Interest & International Competitive Bids (ICB) from competent and experienced Agencies for providing the above services. One complete set of bid document covering DGH's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- (i) Bid Document No.: DGH/MM/FDP/10-11/ENQ-005
- (ii) Type of Bid: Single Stage-Two Bid

- (iii) Last Date for receipt of Pre-Bid: 4<sup>th</sup> June 2010  
Queries
- (iv) Pre-bid conference: 8<sup>th</sup> June 2010 at 11-00 hrs (IST)
- (v) Venue of Pre-Bid Conference: Directorate General of Hydrocarbons  
C – 139, sector 63, Noida – 201 301.
- (vi) Bid Closing date & Time: 29<sup>th</sup> June 2010 at 14-00 hrs.(IST)
- (vii) Technical Bid Opening date & time: 29<sup>th</sup> June 2010 at 15-00 hrs.(IST)
- (viii) Commercial Bid Opening Date: Will be intimated to the eligible  
& time bidder(s) nearer the time.
- (ix) Bid Submission Place: Bid should be submitted on/or  
before Bid Closing date & time to:

Directorate General of Hydrocarbons  
C-139, Sector 63  
Noida –201 301,  
UP, India.

- (x) Bid Opening Place: Office of the HoD (MM)  
DGH  
C-139, Sector 63, Noida, UP, India
- (xi) Bid Security Amount: US\$ 5,600.00 INR.2,50,000.00
- (xii) Amount of Performance Guarantee: 7.5 % of the contract value.
- (xiii) Mobilisation Time: As per Scope of Work.
- (xiv) Duration of the Job : As per Scope of work.
- (xv) Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion of job. 1/2% of contract cost including mobilization charges for delay per week or part thereof subject to maximum of 1 % in each case i.e. Mobilization and Completion of Job.
- (xvi) Bids to be addressed to: HoD (MM)  
Directorate General of Hydrocarbons  
C-139, Sector 63, Noida – 201 301  
Uttar Pradesh, INDIA

### 3.0 Pre-Bid Conference :

3.1 A pre-bid conference will be held on the date and time mentioned above at DGH office at Noida, India for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Evaluation Criteria (BEC), Terms of

Reference/Technical Specifications, Terms and conditions of the Bid Document to enable them to understand the exact service requirement of the DGH. Bidders interested to attend the pre-bid conference should contact/intimate the HoD (MM), DGH.,C-139, Sector 63, Noida – 201 301, Phone: 91-120-4029400, Fax# (91)120-4029410, E-mail: [mm@dghindia.org](mailto:mm@dghindia.org) Foreign bidder may also request HoD (MM) for an invitation letter, if required, for the purpose of visa for attending the conference.

3.2 A prospective bidder must purchase the Bid Document to participate in the pre-bid conference.

3.3 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

3.4 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-MM, DGH., C-139, Sector 63, Noida 201 301 prior to the date of pre-bid conference and such queries must reach DGH's office at Noida latest by the date mentioned above. DGH shall reply /clarify these queries in the pre-bid conference. DGH will not be responsible for non-receipt or late receipt of any bidder's query in DGH's office.

4.0 DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,  
Directorate General of Hydrocarbons

HoD (MM)  
For Director General of Hydrocarbons

## INDEX

Sl. No	Description	
1	Instruction to Bidders	Part 1
2	Bid Rejection Criteria / Bid Evaluation Criteria	Part 2
3	General Conditions of Contract	Part 3 / Section I
4	Terms of Reference / Scope of Work	Part 3 / Section II
5	Special Conditions of Contract	Part 3 / Section III
6	Schedule of Rates	Part 3 / Section IV
7	Pro forma of Letter of Authority	Part 4 / Pro forma A
8	Bid Form	Part 4 / Pro forma B
9	Statement of Compliance with respect to BRC	Part 4 / Pro forma C
10	Statement of Non-Compliance (Excepting BRC)	Part 4 / Pro forma D
11	Pro forma for Permanent establishment in India	Part 4 / Pro forma E
12	Form of Bid Security (Bank Guarantee)	Part 4 / Pro forma F
13	Form of Performance Bank Guarantee	Part 4 / Pro forma G
14	Agreement Form	Part 4 / Pro forma H
15	Pro forma for Bio data of Key Personnel	Part 4 / Annexure I
16	Confidentiality and non-disclosure agreement	Part 4 / Annexure II
17	Pro forma for Disclosure of Conflict of Interest	Part 4 / Annexure III

## PART - 1

### INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Director General of Hydrocarbons, hereinafter referred to as DGH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. This bid document includes the following:

- (a) Forwarding letter
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Rejection Criteria / Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Scope of Work/Terms of Reference, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Proforma of Letter of Authority, (Proforma-A)
- (i) Bid Form, (Proforma-B)
- (j) Statement of Compliance with respect to BRC, (Proforma-C)
- (k) Statement of Non-Compliance (Excepting BRC), (Proforma-D)
- (l) Proforma for declaration of Permanent establishment. (Proforma-E)
- (m) Bid Security Form, (Proforma-F)
- (n) Performance Security Form, (Proforma-G)
- (o) Agreement Form, (Proforma-H)
- (p) Proforma for Bio-Data of Key Personnel, Annexure –I
- (q) Confidentiality & Non- Disclosure Agreement, (Annexure-II)
- (r) Proforma for Disclosure of Conflict of Interest, (Annexure-III)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

#### 3.0 AMENDMENT OF BID DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the DGH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference, modify the Bid Documents by the issuance of an Addendum.

3.2 The Addendum will be hoisted on DGH's website and also will be sent in writing or by Fax / email to all prospective Bidders who have purchased Bid Documents directly from DGH. However, all bidders particularly those who have not purchased the Bid documents directly from DGH but downloaded

the same from DGH website are advised to visit DGH website periodically to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

- 3.3 The DGH may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

## B. PREPARATION OF BIDS

- 4.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the DGH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

- 5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise of the following components:

### (A) TECHNICAL BID

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause 10.0.
- (iii) Bid Security furnished in accordance with clause 11.0.
- (iv) Letter of Authority as per Pro forma A.
- (v) Statement of Compliance with respect to BRC as per Proforma- C
- (vi) Statement of Non-compliance (Excepting BRC) as per Proforma- D
- (vii) Declaration of Permanent Establishment (Applicable to foreign bidders only) as per Pro forma E
- (viii) Bio data of key personnel as per Annexure - I
- (ix) Confidentiality & non-disclosure agreement as per Annexure-II
- (x) Disclosure of Conflict of Interest as per Annexure -III
- (xi) Copy of commercial bid (Section IV-Part A & Part B) without indicating prices
- (xii) Requisite “Cost of Bid Document” in case of using downloaded Bid documents.
- (xiii) Any other document as required as per the Bid Document.

### (B) COMMERCIAL/PRICE BID

- (i) Bid Form as per Proforma-B.
- (ii) Price-Bid Format as per Section IV (Part B)

- 6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

## 7.0 PRE-BID CONFERENCE (Wherever applicable)

- 7.1 In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid conference shall be held so as to provide an opportunity to the participating bidders to interact with DGH with regard to various tender provisions/tender specifications, before the

bids are submitted. In case, due to the points/doubts raised by the prospective bidders, any specific term & condition (which is not a part of "General Conditions of the Contract") needs to be modified, then the same will be considered for modification.

7.2 After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

7.2 Bidders should depute their authorised representative who should be competent to take on the spot decisions.

#### 8.0 BID PRICE:

8.1 Unit prices must be quoted by the bidders, both in words and in figures.

8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties and taxes (except Service Tax in case of bidders from outside India not having a permanent establishment in India) including Corporate Income Taxes and other levies payable by the successful 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 and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

#### 8.4 Service Tax:

8.4.1 The Bidder will have to bear all Service tax liability, as applicable except in case of services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended from time to time)

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

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

8.4.4 In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of

Service Tax. DGH will not entertain any future claim in respect of Service Tax against such offers.

8.4.5 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 the duty/tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

8.4.6 The service provider (other than the Service providers from outside India, who do not have any fixed establishment or permanent address in India) should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.

8.4.7 Import of Services : As per Service Tax rules, for Services received by DGH in Indian Territory from a Service provider from outside India, who does not have any fixed establishment or permanent address in India, the liability to pay Service Tax lies with DGH. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address in India. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted /Contract value for evaluation.

## 9.0 CURRENCIES OF BID AND PAYMENT:

9.1 The Bidders may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards sales tax, if applicable (on the ultimate finished product) will be made by DGH in Indian Rupees as per actuals. For this purpose the amount of Sales tax paid as per the invoice signed by the officer duly authorized for the purpose will be taken into account. In case of statutory changes in the rates of customs duty, the difference in amount of customs duty will be paid by DGH to the Indian party (or vice versa) in Indian rupees, as per actuals against documentary evidence. The freight and insurance elements must be quoted by Indian bidders in Indian Rupees only and payment will be made accordingly. Currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in Part - 2.

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide Proforma-F or in another form acceptable to the DGH : Bank Guarantee/LC issued from any of the following Banks only will be accepted :

- i) Any Nationalised / scheduled Bank in India or
- ii) Any Indian branch of a Foreign Bank or
- iii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for 90 days from the date of issue and payable at New Delhi.

11.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the DGH as non-responsive.

11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

11.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.8 The Bid Security may be forfeited:

- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a successful Bidder fails:
  - i) To sign the contract within reasonable time & within the period of bid validity, and/or
  - ii) To furnish Performance Security.

11.9 For the bidders intending NOT to participate in the Part – B against the current tender, but would like to apply for empanelment only (PART-A), Bid Security WILL NOT be applicable at the empanelment stage only.

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid for 60 days after the date of bid opening prescribed by the DGH.

12.2 In exceptional circumstances, the DGH may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para 11.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

13.0 FORMAT AND SIGNING OF BID:

13.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

13.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-A) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

13.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

C. SUBMISSION OF BIDS

14.0 SEALING AND MARKING OF BIDS:

14.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in quadruplicate (one Original and 3 copies).

- 14.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 14.3 The cover containing the Technical Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.1 Technical bid
  - (ii) Bid Document No.\_\_\_\_\_.
  - (iii) Bid closing date \_\_\_\_\_.
  - (iv) Bidder's name \_\_\_\_\_.
- 14.4 The cover containing the Commercial Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No. 2 Commercial bid
  - (ii) Bid Document No. \_\_\_\_\_.
  - (iii) Bid closing date \_\_\_\_\_.
  - (iv) Bidder's name \_\_\_\_\_.
- 14.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Bid Document No.\_\_\_\_\_.
  - (ii) Bid closing date\_\_\_\_\_.
  - (iii) Bidder's name\_\_\_\_\_.
- 14.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in clause 11.0 should be enclosed with the Technical Bid. The price Schedule should not be put in the envelope containing the Technical Bid.
- 14.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per Proforma-C & D. This should be enclosed with the technical bid.
- 14.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. DGH shall not be responsible for any postal delay/transit loss.
- 14.9 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with Scanned signature will not be considered. Original bids should be signed manually failing which they shall be rejected.
- 15.0 INDIAN AGENTS: Foreign Bidders are requested to clearly indicate in their bid whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be

payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

16.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the DGH at the address and time specified in the "Forwarding Letter".

17.0 LATE BIDS: Any Bid received by the DGH after the deadline for submission of bids prescribed by the DGH shall be rejected.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

18.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 14.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

18.3 No bid can be modified subsequent to the deadline for submission of bids.

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

19.0 BID OPENING AND EVALUATION:

19.1 DGH will open the Bids, including submission made pursuant to clause 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

19.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 18.0 shall not be opened. DGH will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

19.3 At bid opening, DGH will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the DGH may consider appropriate.

- 19.4 DGH shall prepare, for its own records, minutes of bid opening event including the information disclosed to those present in accordance with the sub-clause 19.3.
- 19.5 To assist in the examination, evaluation and comparison of bids, DGH may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, DGH will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent with the bidding documents, DGH's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. DGH's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by DGH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 DGH may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 OPENING OF COMMERCIAL/PRICED BIDS:
- 20.1 DGH will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 20.2 DGH will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 21.0 CONVERSION TO SINGLE CURRENCY: While evaluating the bids, the B.C. Selling (Market) rate declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign

currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the B.C. Selling (Market) rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion and evaluation.

- 22.0 EVALUATION AND COMPARISON OF BIDS: The DGH will evaluate and compare the bids as per Part-2 of the bidding documents.
- 23.0 LOADING OF FOREIGN EXCHANGE: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 23.1 EXCHANGE RATE RISK: Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, DGH will not be compensating for any exchange rate fluctuations in respect of the services.
- 23.2 REPATRIATION OF RUPEE COST: In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the DGH in the contract.
- 24.0 CONTACTING THE DGH:
- 24.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact DGH on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by DGH vide sub-clause 19.5.
- 24.2 An effort by a Bidder to influence the DGH in the DGH's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### D. AWARD OF CONTRACT

##### 25.0 AWARD CRITERIA:

- 25.1 Against Part A of the Bid Document for “Empanelment of Agencies for (i) Basin Evaluation & Resource Assessment / estimation including deep water basinal areas, (ii) Complete evaluation of Oil & Gas FDPs / DOCs including validation of Reserves, Production Profiles Facilities, Estimated Capex, Opex, Techno-economics & abandonment aspects, (iii) Performance Evaluation of Producing Fields, (iv) Evaluation of EOR / IOR Projects etc. : Successful Bidders whose bids have been determined to be substantially responsive and technically qualified will be empanelled for a period of one year with an option of DGH to extend the empanelment for another two years on yearly basis. During first year period, “Request for Price Bids” will be invited, with bid bond & performance security as applicable, from the empanelled agencies only for requirements, if any, of the services mentioned above. Bid for each service / job will be evaluated separately and considered for award on lowest quoted offer amongst the empanelled agencies. No subsequent request for empanelment by non-empanelled firms

during the initial one year period, from the date of initial empanelment, will be entertained. However, agencies requesting for empanelment during the initial one year period will be evaluated in DGH, as per Part 2, for empanelment in the second year and similarly agencies requesting for empanelment in the second year will be evaluated in DGH, as per Part 2, for third year. However, such subsequent empanelment, if any, will be undertaken only if DGH decides to extend the validity period of the original empanelment. Accordingly, the validity period of subsequent empanelment will be limited to extended period of original empanelment. The Request for Price Bids to empanelled firms for any future requirement will not be hoisted in the DGH Website during validity of empanelment on account of time constraints and other binding clauses of PSC. As such, such “Requests for Price Bids” in future will be communicated to the empanelled agencies through their authorized e-mail id / fax no mentioned in Annexure – I, followed by copies by courier to them. However, the Price Bids, in response, must be sent by registered post / courier services and not by e-mail / fax etc so as to reach within the bid closing time.

- 25.1 Against Part B of the Bid Document “Evaluation/ Validation of One Integrated Field Development Plan and Six Declaration of Commerciality (DoC) proposals” : The DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive & technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 26.0 DGH'S RIGHT TO ACCEPT OR REJECT ANY BID: DGH reserves the right to accept or reject any or all bids 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 of the grounds for DGH’s action.
- 27.0 NOTIFICATION OF AWARD:
- 27.1 Prior to the expiry of the period of bid validity or extended validity ,the DGH will notify the successful Bidder(s) in writing by registered letter or by cable or telex or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted for empanelment / award of job as the case may be.
- 27.2 The notification of award of job will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's (for award of job under Part B of the Bid Document) furnishing of Performance Security pursuant to clause 29.0 the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 11.0 hereinabove.
- 28.0 SIGNING OF CONTRACT:
- 28.1 At the same time as the DGH notifies the successful Bidder for Part B of the Bid Document that its Bid has been accepted, the DGH will either call the

successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

28.2 Within 10 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

29.0 PERFORMANCE SECURITY:

29.1 Within 10 days of receipt of notification of award of Job from the DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by DGH to Contractor awarding the contract) as per Proforma-G or in any other format acceptable to the DGH and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks :

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

29.2 The performance security specified above must be valid for 3 (three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 5.0 of Section-I 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.

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

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

29.5 Failure of the successful Bidder to comply with the requirements of clause 28.0 or 29.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event DGH may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

END OF PART - 1

## PART - 2

### BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

#### I BID REJECTION CRITERIA (BRC):

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

(A) TECHNICAL: The bidder must meet the following criteria:-

1.0 EXPERIENCE : Bidder shall meet the following minimum criteria :

1.1 The Bidder must have international (worked in at-least one foreign country, other than bidder's own country) experience in (i) Basin Evaluation & Resource Assessment / estimation including deep water basinal areas, (ii) Complete evaluation of Oil & Gas FDPs / DOCs including validation of Reserves, Production Profiles Facilities, Estimated Capex, Opex, Techno-economics & abandonment aspects, (iii) Performance Evaluation of Producing Fields, (iv) Evaluation of EOR / IOR Projects etc. During the last 5 (Five) years ending the bid closing date, the Bidder must have successfully executed project(s) related to aforesaid areas of work in not less than 5 onshore and / or 5 offshore projects of which at least 2 projects should be in deep water (>400 m Bathymetry). Agencies having project experience in offshore areas can bid for offshore as well as onshore areas whereas agencies having onshore experience can only bid for onshore areas only.

1.2 The agencies should have a minimum of 20 technically qualified & competent professionals on their regular rolls. The qualification & experience should be in the relevant discipline.

1.3 In case, the bidder is an Indian company/Indian joint venture company, either the Indian company/Indian joint venture company or its technical collaboration partners should meet the criteria laid down at Para 1.1 & 1.2 above.

1.4 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of similar nature in the past are to be submitted along with the technical bid, in support of experience laid down at Para 1.1 & 1.2 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the technical bid.

1.5 In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of consortium should satisfy the minimum experience requirement as per Para 1.1 & 1.2.
- (b) The Leader of consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the technical bid.
- (c) A Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to DGH for any and all obligations and responsibilities arising out of this contract.
- (d) MOU/Agreement concluded by the bidder with technical collaboration/joint venture partner (in case of joint venture/consortium offers), should also be addressed to DGH, clearly stating that the MOU/Agreement is applicable to this Bid Document and shall be binding on them for the contract period. Notwithstanding the responsibility of completion of job under this contract will be that of the main bidder.

2.0 Average annual financial turnover of minimum US\$ 89,000.00 (equivalent to Rs. 40.00 Lacs) during the last 3 years ending on the last day of the last financial year.

### 3.0 Conflict of Interest :

3.1 Bidders having any ongoing or past contractual engagement with any one of the joint venture partners of the concerned Production Sharing Contract (PSC) for a period of one year preceding the bid closing date of this tender or any future tender to the empanelled agencies, as & when floated, will not be considered for award of job against the respective tender.

3.2 Bidders who ever have / had any contractual engagement, at any point of time, with reference to the PSC Block covered under the current tender or any future tender to the empanelled firms, will not be considered for award of job against the concerned PSC Block.

3.3 Bidders must disclose such engagement, if any, in the bid as per Annexure-III. Bids without disclosure of Conflict of Interest as above will be rejected.

3.4 The conflict of Interest Clause is applicable for evaluation for award of specific jobs. However at empanelment stage, firms accepting unconditionally this condition for specific assignments will only be considered for empanelment.

4.0 DOCUMENTS: Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under :

- (a) Organization Profile and set-up with resume of personnel proposed to be engaged for the jobs during the period of empanelment.
- (b) A certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc.
- (c) Documentary proof in respect of A (1.1) above in the form of copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.
- (d) Write up on similar assignment executed in last 5 years.

## B. COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two bid system, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bids contain the prices. The Technical bid and Commercial Bid shall comprise all the components as per Clause 5.0 of Part I, failing which the bid will be liable for rejection.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bidders downloading the bid document from the website should ensure to submit “Cost of Bid Documents” along with the Technical Bid in the form of a Bank Draft / Cashier’s Cheque / Banker’s Cheque which should be dated on or prior to the closing date of sale of bid documents. Bids using such downloaded bid documents without proper “Cost of Bid Documents” or with instruments towards “Cost of Bid Documents” dated later than the closing date of sale of bid documents will be summarily rejected

4.0 Bid security shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.

5.0 Bids received after bid closing date and time will be rejected.

6.0 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.

7.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid may be liable for rejection.

8.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

9.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

10.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

11.0 Any bid containing false statement will be rejected.

12.0 Bidders must quote clearly and strictly in accordance with the "Schedule of Rates" of bidding document, otherwise the bid will be summarily rejected.

13.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause
- (ix) Conflict of Interest Clause

14.0 Indian bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

## C. GENERAL

0.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by DGH. The loading so done by the DGH will be final and binding on the bidders.

1.0 To ascertain the substantial responsiveness of the bid the DGH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the DGH, failing which the offer will be summarily rejected.

2.0 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

## II. BID EVALUATION CRITERIA (BEC)

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

2.0 Each item (job) shall be evaluated independently.

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

4.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of commercial /priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

5.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section - IV.

END OF PART - 2

## PART - 3

### SECTION-I

#### GENERAL CONDITIONS OF CONTRACT

##### 1 DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between DGH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "DGH" means the Directorate General of Hydrocarbons
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be engaged by the Contractor to provide services as per the contract.
- (g) "DGH's Personnel" means the personnel to be provided by DGH or DGH's Contractor (other than the Contractor executing the Contract). The representatives of DGH are also included in the DGH's personnel.

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

2.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 DATE OF COMMENCEMENT OF CONTRACT: The date on which DoC / FDP related technical data is handed over to the contractor in soft and / or hard copy form is treated as date of commencement of Contract.

2.3 DURATION OF CONTRACT: The contract shall be for a period of Job completion time allowed from the commencement date, as per scope of work.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section - II) in most competent manner both technically & systematically and also in most economic and cost effective manner.

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

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

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

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

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

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

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

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

5.0 WARRANTY AND REMEDY OF DEFECTS

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

5.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must

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

#### 6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

6.1 Contractor shall not, without DGH's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of DGH in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

6.2 Contractor shall not, without DGH's prior written consent, make use of any document or information except for purposes of performing the contract.

6.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of DGH and shall be returned (in all copies) to DGH on completion of Contractor's performance under the Contract if so required by DGH. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the DGH's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

#### 7.0 TAXES:

7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.

7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

7.3 The Contractor shall furnish to the DGH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

7.4 Prior to start of operations under the contract, the Contractor shall furnish the DGH with the necessary documents, as asked for by the DGH and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

7.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to DGH within 6 months of the expiry of the tenure of the contract or such extended time as the DGH may allow in this regard.

7.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

7.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the DGH shall not assume any responsibility on this account.

7.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.

#### 7.9 Service Tax:

7.9.1 The Contractor will have to bear all Service tax liability, as applicable except in case of services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under Service Tax Rules 1994 (amended from time to time)

#### 8.0 INSURANCE:

8.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

8.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

8.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per DGH's request in which case additional cost shall be to Contractor's account.

8.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

8.5 Contractor shall furnish to DGH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

8.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the DGH will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

8.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the DGH about the coverage prior to the commencement of agreements with its sub-Contractors.

8.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the DGH.

#### 9.0 CHANGES:

9.1 During the performance of the work, DGH may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order(Change Order) by the DGH.

9.2 If any change result in an increase in compensation due to Contractor or in a credit due to DGH, Contractor shall submit to DGH an estimate of the amount of such compensation or credit in a form prescribed by DGH. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### 10.0 FORCE MAJEURE:

10.1 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 will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment

problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

10.2 Upon 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 within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

10.3 Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

11.0 TERMINATION:

11.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

11.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

11.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

11.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the DGH considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the DGH shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The DGH shall have the option to terminate this Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the DGH,

11.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the DGH's consent, the DGH may at its absolute discretion, terminate this Contract.

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

11.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 11.1 to 11.6 and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination.

11.8 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

12.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

12.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

13.0 NOTICES:

13.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

a) HoD (G&G)  
Directorate General of Hydrocarbons  
C-139, Sector 63  
Noida – 201 301, INDIA  
Tel No. 91-1204029400  
Fax No. 91-120-4029410  
Email: mm@dghindia.org

b) Contractor

\_\_\_\_\_  
\_\_\_\_\_  
E Mail id:  
Fax No. :

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 14.0 SUBCONTRACTING / ASSIGNMENT :

14.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to DGH's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

#### 15.0 MISCELLANEOUS PROVISIONS:

15.1 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep DGH indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

#### 16.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION / COMPLETION OF JOB:

16.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of the work /job within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 1 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period.

16.2 If the Contractor fails to mobilize and commence the work / job within 2 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

16.3 In addition to above, in the event of the Contractor's default in timely completion of the work /job, within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 1 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled Job Completion period.

16.4 If the Contractor fails to complete the work / job within 2 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

17.0 PERFORMANCE SECURITY: The Contractor has furnished to DGH a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5% of estimated Contract Price for 1st year) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the

period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

18.0 ASSOCIATION OF DGH'S PERSONNEL: DGH's personnel may be associated with the work if & where required, through out the tenure of the contract. However, the incidental expenses like traveling, boarding / lodging cost etc of DGH personnel will be borne by DGH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide DGH with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

#### 19.0 LIABILITY:

19.1 Except as otherwise expressly provided, neither DGH nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of DGH and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting therefrom.

19.2 Neither DGH nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of DGH and/or its servants, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless DGH from and against such liabilities and any suit, claim or expense resulting therefrom.

19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against DGH and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of the Contractor and/or its sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against DGH and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the DGH and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. The DGH shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

19.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the DGH and/or of its Contractors or sub-Contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. DGH shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

19.7 The DGH agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for loss or damage to the equipment of DGH and/or its Contractors or sub-Contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

19.8 The DGH hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the DGH and of its Contractors, sub-Contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

20.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-Contractors.

21.0 INDEMNITY AGREEMENT:

21.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold DGH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes

of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.2 Except as provided hereof DGH agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of DGH's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by DGH or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

### 23 PAYMENT & INVOICING PROCEDURE:

23.1 DGH shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from DGH unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

23.2 All payments due by DGH to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.

23.3 Payment of any invoices shall not prejudice the right of DGH to question the validity of any charges therein, provided DGH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which DGH questions.

23.4 Contractor will submit 3(three) sets of all invoices to DGH address given under para 13.1 above for processing of payment.

23.5 The DGH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the DGH's right to question the validity of the payment at a later date as envisaged in sub-clause 23.3 above.

23.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

23.7 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by DGH of Contractor's records, as provided herein, shall be limited to DGH's verification (i) of the accuracy of all charges made by Contractor to DGH and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

23.8 SET-OFF : Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by DGH and set-off against any claim of DGH(or such other person or persons contracting through DGH) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with DGH(or such other person or persons contracting through DGH).

24.0 WITHHOLDING: DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of DGH.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.

- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of DGH to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

#### 25.0 APPLICABLE LAW:

This Contract including all matters connected with this Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in Delhi. The Contractor including Foreign companies, operating in India or entering into Joint ventures in India, shall have to obey the law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

26.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the DGH and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the DGH designated representatives and its authorised employees and representatives. The Contractor shall provide the DGH's designated representatives with a daily written report, on form prescribed by the DGH showing details of operations during the preceding 24 hours requested by the DGH whenever so requested. The Contractor shall not, without DGH's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

27.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid opening, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the DGH/ Contractor shall reimburse/pay Contractor/DGH for such additional/ reduced costs actually incurred.

28.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been

imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

29.0 WRONG / INCORRECT / MISLEADING INFORMATION: It must be noted that any information / statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per rules/law.

30.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the DGH under this contract shall not impair such right, power or remedy nor shall any waiver by the DGH of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the DGH or be deemed a waiver by the DGH of any subsequent breach by the Contractor.

END OF SECTION - I

&&&&&

SECTION - II

(Part A)

For Empanelment only.

BROAD TERMS OF REFERENCE / SCOPE OF WORK

- (i) Basin Evaluation & Resource Assessment / estimation including deep water basinal areas,
- (iii) Complete evaluation of Oil & Gas FDPs / DOCs including validation of Reserves, Production Profiles Facilities, Estimated Capex, Opex, Techno-economics & abandonment aspects,
- (iv) Performance Evaluation of Producing Fields,
- (iv) Evaluation of EOR / IOR Projects etc

The detailed Scope of work of specific assignments alongwith applicable terms & conditions will be given in the "Request for Price Bids" to be addressed to the empanelled agencies, as & when any requirement arise in future.

SECTION – II  
(Part B)

TERMS OF REFERENCE / SCOPE OF WORK

I. Evaluation and Validation of FDP - 1

The Scope of Work for evaluation and validation of FDP No. 1 “Field Development Plan for Four Gas Discoveries in Block KG-DWN-98/3”

- 1 Evaluation and Validation of the FDP includes but not limited to the following:
  - 1.1 Geological Model.
  - 1.2 HC in-place volumes, reserves and reservoir model.
  - 1.3 Gas / Condensate Production profile, along with number of wells and reservoir pressure.
  - 1.4 Evaluation of development plan with proposed exploitation strategy of Gas /condensate.
  - 1.5 Offshore and subsea production facilities, pipelines and subsea well completions.
  - 1.6 Validation whether proposed well drilling and completions and production facilities options are optimum and adequate.
  - 1.7 Validation of FDP cost estimate and techno-economic viability at different scenarios as carried out in the FDP, including one scenario of gas price at US\$ 4.2 per mmbtu.
  - 1.8 Demarcation of development area of FDP.
  - 1.9 Deterministic estimate as against FDP estimate done by contractor indicating “percentage confidence interval”.
  - 2.0. Probabilistic risk analysis to establish the accuracy of the cost estimate.

2 Deliverables:

A detailed Report on evaluation and validation of Field Development Plan including the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & Gas/condensate production profile.
- 2.2 Validation of well drilling & completion, production facilities, pipelines and allied equipments.

- 2.3 Validation of capital & operating cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.
- 2.5 All analysis, maps, tables, etc.
- 2.6 Submission of Interim Report.
- 2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available with DGH

List of reports / documents available for carrying out the evaluation and validation job:

- a. Field Development Plan submitted by the Operator.
- b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.
- c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of FDP

- a. Name of the FDP : FDP No. 1/2010
- b. Name of the PSC block : KG-DWN-98/3 (KG-D6)
- c. Name of Operator : RIL
- d. Consortium Partners : RIL-Niko (NECO) Ltd.
- e. Type of the block : Deep Water
- f. Water Depth in FDP area: 950-1800m
- g. No. of discoveries in FDP: 4

- h. Type of discovery : Gas
  - i. Gas Composition : CH<sub>4</sub>: 98-99.9%, CO<sub>2</sub> <0.2%, No H<sub>2</sub>S, N<sub>2</sub><0.4
  - j. Depth of reservoir, pressure & temp. : 2018-3049m TVDSS, Approx. 3500 - 4500 psi, Approx. 40 – 70 ° C.
  - k. OGIP estimate : Approx. 1 TCF
  - l. Recoverable Reserves : Approx. 0.6 TCF
  - m. Dev. wells proposed : 8 wells (6 new + 2 re-entry)
  - n. Other offshore facilities : 8/10" dia. flowline connecting wells to 4 subsea manifolds (12Km).  
: 16/18" dia. Infield Pipelines of length 28 km  
: 1 DWPLEM  
: 1 UDH  
: 24" Gas evaluation line of 10km connecting to CRP  
: Umbilicals of length 57km  
: Tie-up to the existing offshore facility
6. Period of Completion of Work : 45 working days as under-
- 6a. Submission of interim report : Within 30 days of commencement
  - 6b. Submission of final report & presentation at DGH : within 45 days of commencement.

## II. Evaluation and Validation of DOC-1

The Scope of Work for evaluation and validation of DOC-1 “Declaration of Commerciality for One Gas Discovery in Block CY-DWN-2001/2”

1 Evaluation and Validation of the DOC includes but not limited to the following:

- 1.1 Geological Model.
- 1.2 HC in-place volumes, reserves and reservoir model.
- 1.3 Validation of proposed development wells in relation to the estimated reserves.
- 1.4 Gas/Condensate production profile along with number of wells and reservoir pressure.
- 1.5 Offshore and onshore production facilities and pipelines with subsea completions.
- 1.6 Validation whether proposed well drilling and completions and production facilities options are optimum and adequate, including possibility of subsea compression and separation as proposed in DOC.
- 1.7 Evaluation of DOC with proposed exploitation strategy of Gas / condensate.
- 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of gas price at US\$ 4.2 per mmbtu.

2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, offshore and onshore pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.

2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.

2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available.

List of reports / documents available for carrying out the evaluation / validation job:

- a. Declaration of Commerciality (DOC) Report submitted by the Operator
- b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.
- c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC.

- a. Name of the DOC : DOC No. 1/2010
- b. Name of the PSC block : CY-DWN-2001/2 (CY III D5)
- c. Name of Operator : RIL
- d. Consortium Partners : RIL (100%)
- e. Type of the block : Deep Water
- f. Water Depth in field area : 1000 - 1350m
- g. No. of wells considered : 5
- h. Type of discovery : Oil, Gas & Condensate (DOC submitted for Gas & Condensate)

- i. Gas Composition : CH<sub>4</sub>: 86.4%, CO<sub>2</sub>: 0.417%, No H<sub>2</sub>S.
  - j. Depth of reservoir, pressure & temp. : 3330 - 3640m, Approx. 5500 psi, Approx 200° F.
  - k. OGIP estimate : Approx. 700 BCF (2P)
  - l. Recoverable Gas reserve : Approx. 400 BCF
  - m. Off/onshore facilities : Sub-sea completions, pipelines, manifolds, umbilicals etc. with tie-back to an Onshore Terminal (OT) through approx. 48 Km long trunkline.
6. Period of Completion of Work : 45 working days as under-
- 6a. Submission of interim report : within 30 days of commencement
  - 6b. Submission of final report & presentation at DGH : within 45 days of commencement.

### III. Evaluation and Validation of DOC - 2

The Scope of Work for evaluation and validation of DOC No. 2/2010 “Declaration of Commerciality for the Block NEC-OSN-97/2 for two gas Discoveries” is as follows:

- 1 Evaluation and Validation of the DOC includes but not limited to the following:
  - 1.1 Geological Model.
  - 1.2 HC in-place volumes, reserves and reservoir model.
  - 1.3 Validation of proposed development wells in relation to the estimated reserves.
  - 1.4 Gas / Condensate production profile along with number of wells and reservoir pressure.
  - 1.5 Offshore and onshore production facilities and pipeline with subsea completion.
  - 1.6 Validation whether proposed well drilling and completions and production facilities options are optimum and adequate.
  - 1.7 Evaluation of DOC with proposed strategy of exploitation of Gas / condensate.
  - 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of gas price at US\$ 4.2 per mmbtu.
- 2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, onland and offshore pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.
- 2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available with DGH

List of reports / documents available for carrying out the evaluation and validation job:

3.1 Declaration of Commerciality (DOC) Report submitted by the Operator

3.2 Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.

3.3 Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC

- |    |                                      |  |
|----|--------------------------------------|--|
| a. | Name of the DOC                      | : DOC No. 2/2010   |
| b. | Name of the PSC block                | : NEC-OSN-97/2   |
| c. | Name of Operator                     | : RIL  |
| d. | Consortium Partners                  | : RIL – Niko (NECO) Ltd.   |
| e. | Type of the block                    | : Deep Water   |
| f. | Water Depth in field area            | : 477.9 - 512.5m   |
| g. | No. of dev. wells considered         | : 6 (4 new + 2 re-entry)   |
| h. | Type of discovery                    | : Gas (Two discoveries)  |
| i. | Gas Composition                      | : CH <sub>4</sub> : 97.5%, CO <sub>2</sub> : 0.497%, No H <sub>2</sub> S |
| j. | Depth of reservoir, pressure & temp. | : 3409 - 3670.4m TVDSS, Approx. 5500 psi, Approx. 200° F.                |
| k. | OGIP estimate                        | : Approx. 650 BCF (2P)   |
| l. | Recoverable Gas reserve              | : Approx. 450 BCF  |

- m. Off/onshore facilities : Sub-sea completions and pipelines with direct tie back to Onshore processing terminal.
- 6. Period of Completion of Work : 45 working days as under-
- 6a. Submission of interim report : Within 30 days of commencement
- 6b. Submission of final report & presentation at DGH : within 45 days of commencement.

#### IV. Evaluation and Validation of DOC-3

The Scope of Work for evaluation and validation of DOC No. 3 “Declaration of Commerciality (DOC) in Block KG-DWN-98/3 for 4 Gas Discoveries” is as follows:

- 1 Evaluation and Validation of the DOC includes but not limited to the following:
  - 1.1 Geological Model.
  - 1.2 HC in-place volumes reserves, and reservoir model.
  - 1.3 Validation of proposed development wells in relation to the estimated reserves.
  - 1.4 Gas / condensate production profile along with number of wells and reservoir pressure.
  - 1.5 Offshore production facilities and pipeline with subsea completion.
  - 1.6 Validation whether proposed well drilling, completions and production facilities options are optimum and adequate.
  - 1.7 Evaluation of DOC with proposed strategy of exploitation of Gas / condensate.
  - 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of gas price at US\$ 4.2 per mmbtu.

#### 2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.
- 2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available with DGH

List of reports / documents available for carrying out the evaluation and validation job:

- a. Commerciality Report submitted by the Operator.
- b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.
- c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC

- a. Name of the DOC : DOC No. 3/2010
- b. Name of the PSC block : KG-DWN-98/3
- c. Name of Operator : RIL
- d. Consortium Partners : RIL – Niko (NECO) Ltd.
- e. Type of the block : Deep Water
- f. Water Depth in field area : 1750 - 2000 m
- g. No. of wells considered : Case-1: 13 wells & Case-2: 9 wells
- h. Type of discovery : Gas (Four Discoveries)
- i. Gas Composition : CH<sub>4</sub>: 99 %, CO<sub>2</sub> < 0.05
- j. Depth of reservoir, pressure & temp. : 2393.5 - 4399m TVDSS, Approx. 2000 to 5000 psi, Approx. 40 - 70° C
- k. OGIP estimate : Approx. 3 TCF (2P).
- l. Recoverable Gas reserve : Approx. 2 TCF

m. Off/onshore facilities : Sub-sea completions, pipelines with tie back to existing offshore facilities.

6. Period of Completion of Work : 45 working days as under-

6a. Submission of interim report : within 30 days of commencement

6b. Submission of final report & presentation at DGH : within 45 days of commencement.

## V. Evaluation and Validation of DOC-4

The Scope of Work for evaluation and validation of DOC No. 4” Declaration of Discovery (DOC) in the Block MN-OSN-2000/2 for One Gas Discovery” is as follows:

- 1 Evaluation and Validation of the DOC includes but not limited to the following:
  - 1.1 Geological Model.
  - 1.2 HC in-place volumes, reserves and reservoir model.
  - 1.3 Validation of proposed development wells in relation to the estimated reserves.
  - 1.4 Gas / condensate production profile along with number of wells and reservoir pressure.
  - 1.5 Offshore and onshore production facilities and pipeline with subsea completions.
  - 1.6 Validation whether proposed well drilling, completions and production facilities options are optimum and adequate.
  - 1.7 Evaluation of DOC with proposed strategy of exploitation of Gas / condensate.
  - 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of gas price US\$ 4.2 per mmbtu.
- 2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, offshore and onshore pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.
- 2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available

List of reports / documents available for carrying out the evaluation and validation job:

- a. Commerciality Report submitted by the Operator
- b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.
- c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC.

- a. Name of the DOC : DOC No. 4/2010
- b. Name of the PSC block : MN-OSN-2000/2
- c. Name of Operator : ONGC
- d. Consortium Partners : ONGC-IOC-GAIL-OIL
- e. Type of the block : Deep Water
- f. Water Depth in field area : Approx. 1000m
- g. No. of dev. wells considered : 19 wells
- h. Type of discovery : Gas / Condensate
- i. Gas Composition : CH<sub>4</sub>: 98.21-99.06%, CO<sub>2</sub> <0.15%, N<sub>2</sub>: 0.94 -1 .70%, No H<sub>2</sub>S
- j. Depth of reservoir, pressure & temp. : 1400 - 1700m, Approx. 2050 psi, Approx. 120° F.
- k. OGIP estimate : Approx. 200 – 1300 BCF

- l. Recoverable Gas reserve : Approx. 150 - 900 BCF
- m. Other off/onshore facilities :Subsea completions,offshore platform and pipelines and onshore terminal.
- 6. Period of Completion of Work : 45 working days as under-
- 6a. Submission of interim report : within 30 days of commencement
- 6b. Submission of final report & presentation at DGH : within 45 days of commencement.

## VI. Evaluation and Validation of DOC-5

The Scope of Work for evaluation and validation of DOC No. 5 “Declaration of Discovery (DOC) in the Block KG-DWN-98/2 for One Gas Discovery” is as follows:

### 1 Evaluation and Validation of the DOC includes but not limited to the following:

- 1.1 Geological Model.
- 1.2 HC in-place volumes, reserves and reservoir model.
- 1.3 Validation of proposed development wells in relation to the estimated reserves.
- 1.4 Gas / condensate production profile along with number of wells and reservoir pressure.
- 1.5 Offshore and onshore production facilities and pipelines with subsea completions.
- 1.6 Validation whether proposed well drilling, completions and production facilities options are optimum and adequate.
- 1.7 Evaluation of DOC with proposed strategy of exploitation Gas / condensate.
- 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of gas price at US\$ 4.2 per mmbtu.

### 2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, onshore and offshore pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.

2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of the above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available with DGH

List of reports / documents available for carrying out the evaluation and validation job:

a. Commerciality Report submitted by the Operator

b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.

c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC.

- a. Name of the DOC : DOC No. 5/2010
- b. Name of the PSC block : KG-DWN-98/2
- c. Name of Operator : ONGC
- d. Consortium Partners : ONGC-CEIL-PIB-HOEI
- e. Type of the block : Deep Water
- f. Water Depth in field area : Approx. 2850m
- g. No. of dev. wells considered : 7 wells (UD-Main & NW)/16 wells (including UD-South)
- h. Type of discovery : Gas (One Gas Discovery)
- i. Gas Composition : CH<sub>4</sub>: 99.5%, CO<sub>2</sub> <0.5%, N<sub>2</sub>: 0.13%, No H<sub>2</sub>S
- j. Depth of reservoir, pressure & temp. : 5218 - 5315m TVDSS, Approx. 8000 - 10000 psi, Approx. 165° F

- k. OGIP estimate : Approx. 3 – 6 TCF (UD-Main & NW)/ Approx. 7 – 16 TCF (including UD-South)
  - l. Recoverable Gas reserve : Approx. 2 – 4 TCF (UD-Main & NW)/ Approx. 4 – 10 TCF (including UD-South)
  - m. Offshore facilities : Subsea completions, semi-submersible platform, offshore pipeline and onshore terminal.
6. Period of Completion of Work : 45 working days as under-
- 6a. Submission of interim report : within 30 days of commencement
  - 6b. Submission of final report & presentation at DGH : within 45 days of commencement.

## VII. Evaluation and Validation of DOC-6

The Scope of Work for evaluation and validation of DOC No. 6 “Declaration of Commerciality in CB-ONN-2002/1 for One Oil Discovery” is as follows:

- 1 Evaluation and Validation of the DOC includes but not limited to the following:
  - 1.1 Geological Model.
  - 1.2 HC in-place volumes, reserves and reservoir model.
  - 1.3 Validation of proposed development wells in relation to the estimated reserves.
  - 1.4 Oil / Gas production profile with number of wells and reservoir pressure.
  - 1.5 Onshore production facilities, pipelines and crude evacuation through tanker and well completion with SRP.
  - 1.6 Validation whether proposed well drilling, completions, production facilities and crude evacuation option are optimum and adequate.
  - 1.7 Evaluation of DOC with proposed strategy of exploitation of Oil / Gas.
  - 1.8 Validation of cost estimate and techno-economic viability at different scenarios, including one scenario of oil price US\$ 40 per barrel.

### 2 Deliverables:

A detailed Report on evaluation and validation of DOC including but not limited to the followings:

- 2.1 Validation of HC In-place volumes and reserves, development strategy & production profile.
- 2.2 Validation of well drilling & completion, production facilities, pipeline & allied equipments.
- 2.3 Validation of capital & operational cost and techno-economics.
- 2.4 Two hard copies and one soft copy of the report giving details on evaluation and validation as desired at item 1 above. Reasons for justification in case of acceptance / disagreement need to be submitted at the end of the study.
- 2.5 All analysis, maps, tables, etc.

2.6 Submission of Interim Report.

2.7 Submission of Final report along with recommendations and conclusions on each of above aspects, followed by presentation at DGH office at Noida.

### 3 Data, information/ documents available with DGH

List of reports / documents available for carrying out the evaluation and validation job:

- a. Commerciality Report submitted by the Operator
- b. Other Technical data, if required and available, will be provided by DGH within 1 week from receipt of request.
- c. Production Sharing Contract.

### 4 Further data, if required.

The list of data mentioned under item 3 includes the studies/ reports that may be made available for carrying out the evaluation job. Any further information/ documents required for carrying out the above scope of work is to be intimated to DGH, so that effort can be made to arrange the same. However, non-availability of the additional data should not affect the time frame for the completion of the job and the deliverables.

### 5 Salient features of DOC.

- a. Name of the DOC : DOC No. 6
- b. Name of the PSC block : CB-ONN-2002/1
- c. Name of Operator : ONGC
- d. Consortium Partners : ONGC-CAIRN
- e. Type of the block : On-land
- f. No. of wells considered : 4 (3 new + 1 existing)
- g. Type of discovery : Oil
- h. Oil API : 37°API
- i. Depth of reservoir, : 2483-2479m, SBHP: 256.75  
pressure & temp : ksa at 2450m, BH temp:  
115.66°C (Shut-in)
- j. IOIP estimate : Approx. 5 MMbbl.
- k. Recoverable Gas reserve : Approx. 0.40 MMbbl.

- 1. Onshore facilities : SRP, Distance from existing facility 50km Tanker lifting of oil.
  
- 6 Period of Completion of Work : 45 working days as under-
- 6a Submission of interim report : within 30 days of commencement
- 6b Submission of final report & presentation at DGH : within 45 days of commencement.

## SECTION - III

### SPECIAL CONDITIONS OF CONTRACT

#### **SPECIAL CONDITONS/ INSTRUCTIONS COMMON TO PART A & PART B FOR EMPANELMENT OF THE FIRMS AND AWARD OF SPECIFIC JOBS.**

**1.0 DEFINITIONS :** Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 “DOC” means Declaration of Commerciality.
- 1.2 “PSC” means Production Sharing Contract.
- 1.3 “RIL” means Reliance Industries Limited.
- 1.4 “ONGC” means Oil and Natural Gas Corporation Limited.
- 1.5 “IOC” means Indian Oil Corporation.
- 1.6 “GAIL” means Gas Authority of India Limited.
- 1.7 “OIL” means Oil India Limited.
- 1.8 “CEIL” means Cairn Energy India Pvt. Ltd.
- 1.9 “PIB” means Petrobras International Braspetro BV.
- 1.10 “HOEI” means Hydro Oil Energy India BV.

**2.0 Mobilization :** The mobilization of services shall commence on the date of receipt of the Letter of Award awarding the Contract and continue until the collection of DoC / FDP related technical data by the authorized representative of the contractor from DGH. Please note that the data will , under no circumstances, be sent to the contractor by courier or in any other mode by DGH. The data is to be received by the contractor in person from DGH by authorized representative by presenting necessary authority letter in original issued by the bidder.

**3.0 PEIORD OF JOB COMPLETION:** Period of Job completion will be 45 days for each job, which will be counted concurrently for one or more or all the jobs awarded to a single bidder.

**4.0 Return of Data provided by DGH:** The data received from DGH in soft & hard form for the study is to be kept confidential during the study & afterwards and will not be shared with anyone. Further the data received must be returned to DGH in original, after completion of the study along with the final report. The contractor should give an undertaking that no data has been retained either in part or in full by him by way of copy or in any other form

**5.0 Security & safety of Data:** Safety & Security of the data handed over to the contractor by DGH will be the contractor’s responsibility. Loss or damage of data by the contractor for whatever reason will not be acceptable to DGH.

**6.0 Modalities:** Firms have to give their unconditional acceptance to the terms and conditions contained in the bid document for award of the job as per the general jobs indicated above and detailed job given in this bid document or given in later bid document during the currency of enlistment period for jobs to be awarded later on.

- (b) The agencies identified eligible as per the Evaluation Criterion for Empanelment as per **Part 2** of this bid document will be considered for empanelment for an initial period of one year with an option for DGH to extend the validity by another 2 years on yearly basis. Such empanelled agencies will be intimated in due course.
- (b) The price bids for the 7 (seven) current assignments (Section IV, Part B) of the empanelled agencies will be opened as per clause no. **20.0 of Part I**.
- (c) For any subsequent assignments which arise during the validity period of empanelment, "Request for Price Bids" with applicable Bid Security & Performance Security will be invited via multimodal methods viz authorized e-mail id / fax no mentioned in **Annexure – I**, followed by copies by courier to them. However, the Price Bids, in response, must be submitted in sealed envelopes within the stipulated time period by registered post / courier services **NOT BY** e-mail / fax etc in which case the bid will be rejected.
- (d) All jobs will be evaluated separately and considered for award on lowest quoted offer.
- (e) No subsequent request for empanelment by non-empanelled firms during the initial one year period, from the date of initial empanelment, will be entertained. However, agencies requesting for empanelment during the initial one year period will be evaluated in DGH, as per Part 2, for empanelment in the second year and similarly agencies requesting for empanelment in the second year will be evaluated in DGH, as per Part 2, for third year. However, such subsequent empanelment, if any, will be undertaken only if DGH decides to extend the validity period of the original empanelment. Accordingly, the validity period of subsequent empanelment will be co-terminus with and be limited to extended period of original empanelment.
- (f) The Request for Price Bids to empanelled firms for any future requirement will not be hoisted in the DGH Website during validity of empanelment on account of time constraints and other binding clauses of PSC.
- (g) All the firms need to given and inform active e-mails and address for communication for ensuring uninterrupted communication.

**END OF SECTION – III**  
**&&&&**

SECTION - IV

( PART A )

SCHEDULE OF RATES

(To be submitted along with the technical bid duly signed & sealed by the bidder. Columns of "Description of assignment & Amount" should not be filled in, as this is meant for empanelment for future assignments)

Currency of quote (Bidder to indicate) - INR / US\$	
---	--

S.No.	Description of assignment	Amount
1		
2		

**NOTE:**

1. The contract price is inclusive of all traveling expenses including both overseas and domestic and boarding & lodging charges. No other payment on any score whatsoever will be payable by DGH.
2. The prices are inclusive of all taxes, levies, duties etc. However, in case of foreign bidders who do not have any permanent establishment in India, Service Tax will be borne by DGH. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted /Contract value for evaluation

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**SECTION – IV**  
**( PART B )**

**SCHEDULE OF RATES**

TO BE SEALED IN SEPARATE ENVELOPS.

Currency of quote (Bidder to indicate) - INR / US\$	
---	--

<b>S.No.</b>	<b>Activity</b>	<b>Amount</b>
<b>I</b>	Evaluation/Validation of Field Development Plan of Four Deepwater Gas Fields in the Block KG-DWN-98/3, KG Basin of India (East Coast) as per scope of work as detailed in section II (Part B).	
<b>II</b>	Evaluation/validation of Dhirubhai-35, Proposal of Commerciality(DOC) in CY-DWN-2001/2 as per scope of work as detailed in section II (Part B).	
<b>III</b>	Evaluation/Validation of Dhirubhai-32, Proposal of Commerciality (DOC) in NEC-OSN-97/2 as per scope of work as detailed in section II (Part B).	
<b>IV</b>	Evaluation/Validation of Dhirubhai-29, 30, 31 and 34 Discoveries “Proposal of Commerciality (DOC) in KG-DWN-98/3 block. as per scope of work as detailed in section II (Part B).	
<b>V</b>	Evaluation/Validation of MWD-2 A Proposal of Commerciality (DOC) in MN-OSN-2000/2 as per scope of work as detailed in section II (Part B).	
<b>VI</b>	Evaluation/Validation of UD-1, Proposal of Commerciality (DOC) in KG-DWN-98/2 as per scope of work as detailed in section II (Part B).	
<b>VII</b>	Evaluation/Validation of WP-3, Proposal of Commerciality (DoC) in CB-ONN/2002/1 as per scope of work as detailed in section II (Part B).	

**NOTE:**

- 1 The contract price is inclusive of all traveling expenses including both overseas and domestic and boarding & lodging charges. No other payment on any score whatsoever will be payable by DGH.
- 2 The prices are inclusive of all taxes, levies, duties etc. However, in case of foreign bidders who do not have any permanent establishment in India, Service Tax will be borne by DGH. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted /Contract value for evaluation

Authorised Person’s Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

END OF SECTION - IV

PROFORMA-A

PROFORMA LETTER OF AUTHORITY

To,

M/s. Directorate General of Hydrocarbons,  
C – 139, Sector 63, Noida -201 301, India.

Sir,

Sub: DGH's Bid Document No. DGH/MM/

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Document No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**BID FORM**

To  
M/s. Directorate General of Hydrocarbons,  
C – 139, Sector 63, Noida -201 301, India.

Sub: Bid document No. DGH/MM/ENQ/FDP/2010-11

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NON-COMPLIANCE	REMARKS

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**Proforma for Permanent Establishment in India**

Date .....

Bid Document No. DGH/MM/ENQ/

To,

**The Directorate General of Hydrocarbons  
C-139, Sector-63, Noida – 201 301, India.**

Sirs,

**PERMANENT ESTABLISHMENT DECLARATION**  
(On Bidder's Letter head)

It is certified that we have Permanent Establishment in India at the following address:

.....  
.....  
.....

OR

We do not have any Permanent Establishment in India.  
(Strike out whichever is not applicable)

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

FORM OF BID SECURITY (BANK GUARANTEE)

To,

M/s. Directorate General of Hydrocarbons,  
C – 139, Sector 63, Noida -201 301, India.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against Directorate General of Hydrocarbons, C-139, Sector 63, Noida -201 301, India (hereinafter called DGH)'s Bid Document No. DGH/MM/ENQ/..... KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the DGH in the sum of (\*) for which payment well and truly to be made to DGH, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the DGH during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to DGH up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without DGH having to substantiate its demand provided that in its demand DGH will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

\* The Bidder should insert the amount of the guarantee in words and figures.  
 \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Directorate General of Hydrocarbons,  
C – 139, Sector 63, Noida -201 301, India.

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date \_\_\_\_\_ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

AGREEMENT FORM

This Agreement is made on \_\_\_ day of \_\_\_\_\_ between Directorate General of Hydrocarbons, a body established by the Government of India under the administrative control of Ministry of Petroleum & Natural Gas, having its office at C-139, Sector 63, Noida in the State of Uttar Pradesh, hereinafter called the "DGH" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS DGH desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as DGH may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for DGH as per Section-II attached herewith for this purpose and

WHEREAS, DGH had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against DGH's Bid document# DGH/MM ..... All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in DGH's bid document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;

- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV indicating the Schedule of Rates.

- 3. In consideration of the payments to be made by DGH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. DGH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Directorate General of Hydrocarbons(DGH)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

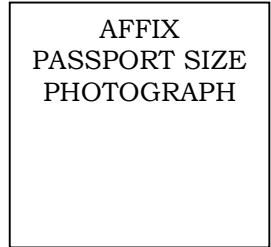
1.

1.

2.

2.

PROFORMA FOR BIO DATA OF KEY PERSONNEL



1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

Sl.No	Period		Name of the Company	Assignments handled
	From	To		

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bidder:

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

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

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its office at C-139, Sector 63 Noida- 201301. , India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

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

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

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

4. The foregoing obligations of each party shall not apply to:
- a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;
  - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
  - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
- Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

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

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

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

\_\_\_\_\_

By: \_\_\_\_\_                      Witness: \_\_\_\_\_  
 Title: \_\_\_\_\_                      Title: \_\_\_\_\_  
 Date: \_\_\_\_\_                      Date: \_\_\_\_\_

**DIRECTORATE GENERAL OF HYDROCARBONS**

By: \_\_\_\_\_                      Witness: \_\_\_\_\_  
 Title: \_\_\_\_\_                      Title: \_\_\_\_\_  
 Date: \_\_\_\_\_                      Date: \_\_\_\_\_

**Proforma for Disclosure of Conflict of Interest.**

Date .....

Bid Document No. DGH/MM/ENQ/

To,

**The Directorate General of Hydrocarbons  
C-139, Sector-63, Noida – 201 301, India.**

Sirs,

**DISCLOSURE OF CONFLICT OF INTEREST.  
(On Bidder's Letter head)**

It is certified that we do not have any ongoing or past contractual engagement for the last one year period preceding the Bid Closing Date of this Bid Document, with any of the joint venture partners of PSC covered under this Bid Document. We also certify that we never had any contractual engagement with reference to the PSC Block in question.

OR

We do have an ongoing or past contractual engagement for the last one year period preceding the Bid Closing Date of this Bid Document, with M/s.....,the joint venture partners of PSC block covered under this Bid Document.

OR / AND

We have / had a contractual engagement with reference to the Block in question.

(Strike out whichever is not applicable)

Authorised Person's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation:\_\_\_\_\_

Seal of the Bidder: