



DIRECTORATE GENERAL OF HYDROCARBONS
(Under Ministry of Petroleum & Natural Gas)

INVITATION FOR BID
(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for **Digitization Jobs Related to NELP-IX Data Package Preparation**, under Composite Bid System from the known indigenous prospective service providers whose names are as mentioned under :

1. M/s. Pan India Consultant Pvt Ltd.,
2. M/s. Samit Spectrum Eit Pvt Ltd.,
3. M/s. DC International,
4. M/s. Alpha Geo (India) Ltd.,

However Bid Document may also be issued to those service providers who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should, however, be received (preferably by fax or in person) within 31.05.2010 by the HoD (MM), DGH, C-139, Sector 63, Noida -201 301, (Ph No: 0120-4029400, Fax No: 0120-4029410) to issue the bid document. Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

1. The bidder must have technical capability to complete the job and should have atleast 10-15 Geophysicist / Geologist on the company pay roll.
2. Bidder must have adequate experience of scanning and reconstruction with raster of seismic section on 25 lacs traces.
3. The bidder must have carried out scanning & digitization of well logs in LAS format on atleast 20 Lac traces.
4. The bidder must have experience in other type of required jobs such as conversion of standard SECY data in Floating Point Format, digitization of images and retrieving of data and its copying on hard disks.
5. Average annual turnover of Rs. 1.00 Crore (Rupees One Crore only) during the last three financial years.

Documents to be submitted in support of PQC:

- (1) Notary attested copy(s) of Work order(s) and their Completion certificate(s) from clients clearly indicating the completion date and completion cost. Bidder to ensure that all the requisite information is available in the provided documents.
- (2) A copy each of audited annual report of previous three financial years for ascertaining their turnover and a certificate from CA is required confirming for the average turnover is of One Crore or above.

DIRECTORATE GENERAL OF HYDROCARBONS
(Under the Ministry of Petroleum & Natural Gas)
C-139, Sector 63, Noida. U.P.,India, PIN-201301

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

FORWARDING LETTER

M/s. _____

Serial No. :

BID DOCUMENT NO. DGH/MM/NELP-IX/Digitization/002/2010/ENQ-008.

Subject: Digitization Jobs Related to NELP-IX Data Package Preparation

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 Sealed Competitive Bids 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/ENQ/ |
| (ii) | Type of Bid: | Single Stage-Composite Bid |
| (iii) | Bid Closing date & Time: | 11 th June 2010 at 14-00 hrs.(IST) |
| (iv) | Bid Opening date & time: | 11 th June 2010 at 15-00 hrs.(IST) |
| (v) | 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.

- | | | |
|--------|--|---|
| (vi) | Bid Opening Place: | Office of the HoD (MM)
DGH
C-139, Sector 63, Noida, UP, India |
| (vii) | Bid Security Amount: | Rs. 40,000.00 |
| (viii) | Amount of Performance Guarantee | : 7.5 % of the contract value. |
| (ix) | Mobilisation Time | : 7 days from the date of Letter of Award (LoA) |
| (x) | Duration of the Job : | Till announcement of NELP-IX by the ministry of Petroleum & Natural Gas.
However, each job given will be completed within 7 days of receipt of Data. |
| (xi) | Quantum of Liquidated Damage for Default in Timely Mobilization and / or in timely job completion. | 1/2% of 1 st year contract cost including mobilization charges for delay per week or part thereof subject to maximum of 7.5 %. |
| (xii) | Bids to be addressed to: | HoD (MM)
Directorate General of Hydrocarbons
C-139, Sector 63, Noida – 201 301
Uttar Pradesh, INDIA |

3.0 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

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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) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma for Bio-Data of Key Personnel, Annexure -I
- (p) Confidentiality & Non- Disclosure Agreement, (Annexure-II)

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 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 Bid accordingly.

3.3 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 bidder should submit their Bid under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following components:

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with clause 8.0.
- (iii) Bid Form as per Proforma-B.
- (iv) Price-Bid Format as per Section IV
- (v) Bid Security furnished in accordance with clause 9.0.
- (vi) Letter of Authority as per Pro forma A.
- (vii) Statement of Compliance with respect to BRC as per Proforma- C
- (viii) Statement of Non-compliance as per Proforma- D
- (ix) **Bio data of key personnel as per Annexure - I**
- (x) Confidentiality & non-disclosure agreement as per Annexure-II
- (xi) Requisite "Cost of Bid Document" in case of using downloaded Bid documents.
- (xii) Any other document as required as per the Bid Document.

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

7.0 BID PRICE:

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

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

7.3 All duties and taxes 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.

7.4 Service Tax:

7.4.1 The Bidder will have to bear all Service tax liability, as applicable.

7.4.2 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.

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

7.4.4 In case the applicability of Services Tax is not quoted explicitly in the Bid by the Bidder, the Bid 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 Bids.

7.4.5 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.

7.4.6 The service provider 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 Bid. In case the registration certificate for the quoted category of service is not available at the time of submission of Bid, an undertaking should be furnished for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract.

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

9.0 BID SECURITY:

9.1 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 9.8.

9.2 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 issued from any Nationalised / scheduled Bank in India, in the prescribed format vide Proforma-E only will be accepted. The Bank Guarantee

shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees 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.

9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the DGH as non-responsive.

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

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

9.6 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 24.0 below is furnished.

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

9.8 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.

10.0 PERIOD OF VALIDITY OF BIDS:

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

10.2 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 10.0 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.

11.0 FORMAT AND SIGNING OF BID:

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

11.2 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.

11.3 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

12.0 SEALING AND MARKING OF BIDS:

12.1 The tender is being processed according to a single stage - composite bid procedure. A single Bid should be submitted in duplicate (One original and one copy) containing Technical as well as commercial details including the rates as per the Price Schedule Format provided herein.

12.2 The Bidder shall seal the original and copy of the bid duly marking as "ORIGINAL" and "COPY".

12.3 The cover containing the Bid (Original + copy) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Bid Document No. _____.
- (ii) Bid closing date _____.
- (iii) Bidder's name _____.

12.4 The bid 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 9.0 should be enclosed with the Bid.

12.5 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 bid.

12.6 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.

12.7 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.

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

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

15.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 12.0. 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.

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

15.4 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.

16.0 BID OPENING AND EVALUATION:

16.1 DGH will open the Bids, including submission made pursuant to clause 15.0, 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.

16.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 15.0 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.

16.3 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.

16.4 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 16.3.

16.5 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.

16.6 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, in-consistent 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

17.0 EVALUATION AND COMPARISON OF BIDS: The DGH will evaluate and compare the bids as per Part-2 of the bidding documents.

18.0 CONTACTING THE DGH:

18.1 Except as otherwise provided in Clause 16.0 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 16.5.

18.2 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

19.0 AWARD CRITERIA:

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

20.0 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.

21.0 NOTIFICATION OF AWARD:

21.1 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 award of job.

21.2 The notification of award of job will constitute the formation of the Contract.

21.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 23.0 the DGH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 9.0 hereinabove.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the DGH notifies the successful Bidder 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.

22.2 Within 21 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the DGH.

23.0 PERFORMANCE SECURITY:

23.1 Within 21 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-F and must be in the form of Bank Guarantee(BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

23.2 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 6.0 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.

23.3 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.

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

23.5 Failure of the successful Bidder to comply with the requirements of clause 22.0 or 23.0 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 :

- a. The bidder must have technical capability to complete the job and should have atleast 10-15 Geophysicist / Geologist on the company pay roll.
- b. The bidder must have carried out scanning and reconstruction with raster of seismic section on 25 lacs traces.
- c. The bidder must have carried out scanning & digitization of well logs in LAS format on atleast 20 Lac traces.
- d. The bidder must also have experience in other type of required jobs such as conversion of standard SECY data in Floating Point Format, digitization of images and retrieving of data and its copying on hard disks.
- e. The bidder must have all the necessary Hardware required for completion of the jobs as per the scope of work, e.g A0 size Colour Scanner, A0 size colour plotter, Workstation, tape drive compatible with all series of Exabyte, ,DAT, 3590, 3592, DLT, LTO tapes.
- f. The bidder must have licensed copies of all the necessary software.

1.1. In case, the bidder is a joint venture company, the joint venture company or its technical collaboration partners should meet the criteria laid down at Para 1.0 above.

1.2. 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 bid, in support of experience laid down at Para 1.0 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 bid.

1.3. 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 1.0.
- (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 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 Bids), 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. Average annual financial turnover of minimum Rs. 1.00 Crore during the last 3 years ending on 31st March 2010. DOCUMENTS: Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under :

- (a) Bidder must submit in the bid, documentary proof of their experience as referred above in form of Notary attested copy(s) of Work order(s) and their Completion certificate(s) from clients clearly indicating the completion date and completion cost. Bidder to ensure that all the requisite information is available in the provided documents.
- (b) The bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and a certificate from CA is required confirming for the average turnover of One Crore or above.

(B) COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage composite bid system. The 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 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 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 Bid 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) Confidentiality Clause

C. GENERAL

1.0 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 Bid 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.

2.0 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 Bid will be summarily rejected.

3.0 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 Evaluation of the bid will be made on the Total Cost Basis.

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 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

1.0 DEFINITIONS:

1.1 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 MOBILISATION TIME : The mobilization of equipment, personnel etc. should be completed by Contractor within 2 weeks from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

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

2.4 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 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 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.

6.2 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without DGH's prior written consent, disclose the contract, or any provision thereof, or any data, 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.

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

7.3 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 data/ 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.

8.0 TAXES:

8.1 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.

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

8.3 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.

8.4 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.

8.5 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.

8.6 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.

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

8.8 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.

8.9 Service Tax:

8.9.1 The Contractor will have to bear all Service tax liability, as applicable.

9.0 INSURANCE:

9.1 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.

9.2 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.

9.3 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.

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

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

9.6 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.

9.7 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.

9.8 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.

10.0 CHANGES:

10.1 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 DGH.

10.2 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.

11.0 FORCE MAJEURE:

11.1 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.

11.2 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.

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

12.0 TERMINATION:

12.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of DGH.

OR

(b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to DGH.

OR

(d) Under any circumstances considered to be not suitable by DGH to continue the operations of the Contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

12.2 In the event of termination of contract under Clause 12.1(d) above, Company will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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.

14.0 NOTICES:

14.1 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 :

Company

a) For Contractual Matters
HoD (MM)
Directorate General of Hydrocarbons

b) For Technical Matters
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

C-139, Sector 63
Noida – 201 301, INDIA
Tel No. 91-1204029400
Fax No. 91-120-4029410
Email: mm@dghindia.org

c) Contractor

E Mail id:

Fax No. :

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

15.0 SUBCONTRACTING / ASSIGNMENT :

15.1 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.

16.0 MISCELLANEOUS PROVISIONS:

16.1 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.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND/OR COMPLETION OF JOB:

17.1 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 and / or the contractor's default in timely completion of the job within the stipulated period, then 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 7.5 %. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and / or scheduled Job completion period.

17.2 If the Contractor fails to mobilize and commence the work / job within 15 weeks after the stipulated date, then DGH reserves the right to cancel the Contract without any compensation whatsoever.

18.0 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.

19.0 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 Contractors to major international oil companies in the petroleum industry.

20.0 LIABILITY:

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

21 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.

22.0 INDEMNITY AGREEMENT:

22.1 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.

22.2 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/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.

23 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.

24 PAYMENT & INVOICING PROCEDURE:

24.0 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.

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

24.2 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.

24.3 Contractor will submit 3(three) sets of all invoices to DGH address given under para 14.1 above for processing of payment.

24.4 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 24.3 above.

24.5 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.

24.6 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.

24.7 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).

25 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.

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.

26 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. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

27 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.

28 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.

29 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.

30 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.

31 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

TERMS OF REFERENCE / SCOPE OF WORK

- 1) Scanning and reconstruction with raster of seismic section after necessary editing of the raster images **wherever, interpretation** mark or other artifacts like fold impression etc **are found** and generation of output in standard SEG Y files on Exabyte tapes & Hard Disk.
- 2) Scanning and digitization of well logs in **LAS** Format and generation of output on Exabyte tapes & Hard Disk
- 3) Conversion of **SEG Y** data generated from Charisma™ software to 32 bit Floating Point format after editing/removing/trimming the noisy traces **and trace balancing etc**. Proper editing is required on Trace and EBCDIC Headers as and when required. Output to be provided on Exabyte tapes and Hard Disk (proper QC mandatory). Shot Point-CDP relationship with two way time and sample interval and other details are to be provided in MS Excel sheets.
- 4) Digitization of seismic base map from paper maps/images and generation of output in UKOOA format. Integration of seismic line co-ordinates is required with seismic data on trace header.
- 5) Data copying jobs- Seismic or any other data which is available on any series of tapes of 3590/3592/LTO/DLT are required to be copied on Hard Disk.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

0.0 Definitions : Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires.

1.0 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 initial set of data for digitization 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.

2.0 Period for Job Completion: During the currency of the contract, DGH will provide data sets to the contractor for digitization and other related work, as per DGH's requirement. Contactor is required to complete the job within 7 days of receipt of each data set.

3.0 Liquidated damages will be applicable as per Clause no. 16 of section-I, on the value of job in case of which the default in timely completion of the job takes place.

4.0 All Jobs has to be carried out in and around NCR Region or Delhi only.

5.0 DGH will ensure availability of sustained data input for digitization job. Weekly review will be done to monitor work progress as well as for the data availability.

6.0 DGH personnel will be associated for quality control and for any clarification required during the execution of the job. Retrievability of data from paper sections and quality of reconstructions of seismic/log traces will be monitored by the representative of DGH. The quality of the output shall be of Industry standard and the decision of DGH in this regard shall be final.

7.0 The Contractor shall receive the input data from the DGH's representative at DGH, Noida office and return the desired output to him periodically/upon completion of the work. A memorandum of data exchange must be made between DGH's representative and the Contractor, each time data are exchange.

8.0 For seismic digitization, input sections may have 80/60/40/20 traces/km. Quantum for each category is not clearly known at this moment. Bidders should quote per trace digitization cost assuming average of about 55/60 traces/km. Trace length will be mostly 5 sec in selected cases; it may vary from 6 to 10 sec.

9.0 SEG-Y headers are to be created/updated as per standard requirement of data loading in workstations. Acquisition and processing parameters are to be inserted/updated in the EBCDIC header.

10.0 All seismic digitization output will be in 4m sec.

11.0 DGH reserves the right to award job in full or part. DGH also reserves the right to reject any bid without assigning any reason.

4.0 Job has to commence at the earliest but not later than 3 weeks from the placement of LOI/Supply order. Bidder has to furnish a written commitment that job can be started within 3 weeks.

5.0 The contractor shall provide a suitable sitting accommodation for the representative of DGH who will be associated for quality control and monitoring of the progress of jobs.

6.0 The Contractor (or his sub Contractor, if any) shall during the tenure of the contract and at any time thereafter shall maintain in the strictest confidence all geological, geophysical and seismological information relating to the work and shall not, unless so authorized by DGH divulge or grant access to any information about the work and its results and shall prevent anyone from becoming acquainted with them, either through Contractor, their personnel or their agents. The Contractor has to submit an undertaking in this regard.

7.0 All basic data such as tapes, films, maps etc supplied to the Contractor shall returned in original to DGH at the completion of the contracted work.

8.0 The Contractor shall take full responsibility for the protection, security and confidentiality of records, tapes, and cartridges pertaining to data. Contractor shall be fully responsible for safe keeping of data in air-conditioned and dust free environment.

9.0 If performance of the Contractor is unsatisfactory or not up to the expected standard, DGH shall notify the Contractor and specify in details the causes of dissatisfactions. DGH then shall have the option to terminate the awarded work by giving 10 days notice provided that the Contractor fails to rectify the defects within that period.

10.0 If any data configuration is different then mentioned under various categories, then the rate of the nearest configuration will be considered.

END OF SECTION – III
&&&&

SECTION – IV

SCHEDULE OF RATES

PRICE FORMAT

Sl. No	Job Description	Unit	Volume	Rate/Unit (Rs.)	Amount (Rs.)
1.	Scanning and reconstruction with raster of seismic section after necessary editing of the raster images wherever, there is interpretation mark or other artifacts like fold impression etc and generation of output in standard SEG Y files on Exabyte tapes & Hard Disk.	Traces	8 lacs		
2	Scanning and digitization of well logs in Las Format and generation of output on Exabyte tapes & Hard Disk	Curve Meter	5,00,000		
3	Conversion of Segy data generated from Charisma™ software to 32 bit Floating Point format after editing/removing/trimming the noisy traces. Proper editing is required on Trace and EBCDIC Headers as and when required. Output to be provided on Exabyte tapes and Hard Disk (proper QC mandatory). Shot Point-CDP relationship with two way time details are to be provided in MS Excel sheets.	Block	60		
4	Digitization of seismic base map from paper maps/images and generation of the output in UKOOA format. Integration of seismic line co-ordinates with seismic data on trace header.	Per Line	2000		

5.	Coping of seismic or other data from all series of tape 3590 to Hard Disk	Per tape	50		
6.	Coping of seismic or other data from all series of tape 3592 to Hard Disk	Per Tape	25		
7.	Coping of seismic or other data from all series of DLT tape to Hard Disk	Per Tape	5		
8.	Coping of seismic or other data from all series of LTO tape to Hard Disk	Per Tape	5		
	Taxes & Duties (Please Specify)				
	TOTAL				

NOTE:

- 1 Cost of Output media is included in the item rates / prices.
- 2 Bidder to bid for all the items failing which the bid will be liable for rejection.
- 3 Evaluation of bids will be made on the basis of total price.
- 4 The prices are inclusive of all taxes, levies, duties etc.
- 5 Quantities shown above are tentative and may vary. Payment to successful bidder will be made on actual basis only.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

END OF SECTION – IV

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.

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

Sub: Bid document No.

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	NONCOMPLIANCE	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 of Bank Guarantee towards Bid Security

Ref. No.....

Bank Guarantee No.....

Dated

To,

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Directorate General of Hydrocarbons, C-139, sector 63, Noida -201 301, UP, India, only
- (ii) Bank guarantee, duly executed as per the above format, is to be enclosed with the Bid.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID SECURITY

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given Indian Rupees/US\$ have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees/US\$, these terms may be deleted and replaced by relevant currency.
4. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. (a) The Bank Guarantee by Indian bidder will be given from Nationalized/Scheduled Banks only. The Foreign bidder will give Bank Guarantee from an Indian Bank situated in their city.

(b) In case no Indian bank is situated in foreign bidder's city, then Bank Guarantee from foreign Bank acceptable to DGH, either situated in bidder's country or in India (a list of such acceptable foreign banks is enclosed at Appendix 9 of this Annexure) or from an Indian Scheduled Bank situated in India, will be considered.

(c) If any foreign bidder desires to furnish guarantee from a bank other than those included in Appendix-9 of this Annexure, such bidder should furnish collateral security/ guarantee/ confirmation from any of these 300 banks or the State Bank of India.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

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

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at C-139, Sector-63, NOIDA, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or

any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. (a) The Bank Guarantee by Indian Contractor will be given from Nationalized/ Scheduled Banks only. The Foreign Contractor will give Bank Guarantee from an Indian Bank situated in their country.

(b) In case no Indian Bank is situated in foreign Contractor's country, then Bank Guarantee from foreign Bank acceptable to DGH, either situated in Contractor's country or in India (a list of such foreign banks acceptable to DGH is enclosed at Appendix-9 in Annexure-I of this bidding document)) or from an Indian Scheduled Bank situated in India, will be considered.

(c) If any foreign Contractor desires to furnish bank guarantee from a bank other than those included in Appendix-9 of Annexure-I of this bidding document, such Contractor should furnish collateral security/ guarantee/ confirmation from any of these 300 banks or the State Bank of India.

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 Bid 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 Bid 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

AFFIX
PASSPORT SIZE
PHOTOGRAPH

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: _____