

DIRECTORATE GENERAL OF HYDROCARBONS

Ministry of Petroleum & Natural Gas, Government of India

Tender No: DGH/ENQ/NDR/05/2026

Volume-II BID PROCESS

**Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data
AND
3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)**

Bengal Basin | East Coast of India

Project Duration: 36 Calendar Months

DOCUMENT STRUCTURE

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SECTION-I: E-Tender Notice & Invitation Letter

(E-Tender Notice)

INVITATION TO BID– International Competitive Bid (Open E-Tender under Two Bid System)

Directorate General of Hydrocarbons, Core-5, 6th Floor, Scope of Complex, Lodhi Road, New Delhi-110003, India- invites Sealed Competitive Bids from international bidders for “Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data” & “3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)” in Bengal Basin of East Coast of India”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH's website www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> as per tender terms and conditions, before tender closing date and time. No physical bids will be accepted.

Bids shall be submitted by **1400hrs (IST) on 17.07.2026**.

E-Tender No.	Description of Item
DGH/ENQ/NDR/05/2026	“Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data” AND “3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)” in Bengal Basin of East Coast of India

Bidders are requested to go through the complete bid documents comprising of: (i) Scope of Work: Volume I, (ii) Bid Process: Volume II and (iii) Contract Document: Volume III, before bidding.

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

Phone No : (+91)-120-2472000 Tele Fax : (+91)-120-2472049	Directorate General of Hydrocarbons (DGH) Core-5, 6 th Floor, Scope Complex, Lodhi Road, New Delhi -110003, INDIA
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INVITATION LETTER

Sub: Open International Competitive Basis e-tender for “Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data” AND “3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)” in Bengal Basin of East Coast of India”.

Dear Sir,

1.0 Open International Competitive Basis tender under two bid system are invited in e-form from prospective Bidders through CPP e-bidding portal at <https://eprocure.gov.in/eprocure/app> for the above said services, as per “**Scope of Work**” detailed in Volume -I of the Bid Document. The salient features of the tender are:

2.0 Details of Tender:

E-Tender No.	DGH/ENQ/NDR/05/2026
Brief Description of the Services / Scope of Supply	“Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data” AND “3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)” in Bengal Basin of East Coast of India
Type of Bid	International Competitive Bid: Open E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
E-Bid and Original documents submission closing Date & Time	Date: 17.07.2026 Time: 1400 hrs (IST)
Place of Submission of original documents	Office of HoD – NDR, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
Last date of Receipt of queries for Pre-bid	19.06.2026 All Pre-bid queries may be sent at: datatender@dghindia.gov.in
Pre-Bid Conference Date	Date : 25.06.2026 Time: 1500 hrs (IST) Venue: DGH Office, Noida

Bid validity	180 days from bid closing date.
Bid Bond/ Earnest money Deposit Amount	INR 25,00,00,000 (INR 25 Cr)
Performance Guarantee to be submitted only by the successful Bidder	03% of the Total Contract value with validity two (02) months beyond the duration of contract (including all contractual obligations, extensions thereof)
Duration of the Contract	Thirty-six (36) Calendar Months from the project commencement date as mentioned in clause 1.2 of Volume-I (SoW)
Eligibility Criteria	As per Section-III (BEC) of this document

- 3.0** Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required bid security, documents, confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 4.0** Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.
- 5.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 6.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 7.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s).
- 8.0** List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendices.
- 9.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 10.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 11.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions / deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.

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

Thanking you,

HOD (NDR)
For Directorate General of Hydrocarbons

Encl: As above

SECTION-II: INSTRUCTIONS TO BIDDERS

1. Introduction

This Bid Document governs the tender process for hiring of services for Re-Processing & Interpretation of Legacy Seismic Data and 3D Broadband Seismic Data Acquisition, Processing & Interpretation (API). Bidders are required to read all instructions carefully. Non-compliance with any condition may result in outright rejection of the bid without further clarification.

2. Pre-Bid Conference

A Pre-Bid Conference will be held as per the date and time specified in the Invitation Letter to enable bidders to interact with DGH regarding tender provisions and specifications.

2.1 Query Submission

- Queries must be submitted via email before the date/time mentioned in the Invitation Letter.
- DGH will only respond to queries received within the stipulated deadline.
- Queries received after the indicated date and time shall not be entertained.
- All queries must be submitted in the format specified at Appendix-1 (Pre-Bid Query Submission Format).

3. The Bidding Document

3.1 Content of Bidding Documents

The Bidding Document describes the scope of services, bidding procedures, and contract terms. The complete set includes:

Document	Description
Appendix-B1	Proforma for Pre-Bid Query Submission
Appendix-B2	Bid Submission Proforma
Appendix-B3	Authorisation Letter for Attending Tender Opening
Appendix-B4	Proforma Certificate on Relatives of DG/Officers of DGH
Appendix-B5	Proforma for Changes/Modifications Sought by Bidders
Appendix-B6	Bank Guarantee towards Bid Security (Bid Bond)

Appendix-B7	Bank Guarantee for Performance Security
Appendix-B8	GST Undertaking / Declaration
Appendix-B9	Pre-Contract Integrity Pact
Appendix-B10	List of Documents to be Uploaded/Submitted with Techno-Commercial Bid
Appendix-B11	Format of agreement between bidder and their supporting company
Appendix-B12	Guarantee by the supporting company / guarantor
Appendix-B13	Proforma of Bank Guarantee towards Performance Security by the Supporting Company of the bidding company.
Appendix-B14	Undertaking to obtain necessary clearance from MOD, MOHA & DG Shipping
Appendix-B15	Undertaking for Experience of Key Personnel
Appendix-B16	Experience statement of bidder/service provider
Appendix-B17	Proforma of Electronic Bank Guarantee towards Performance Security by the Supporting Company of the bidding company
Appendix-B18	Guarantee by the supporting company/guarantor
Appendix-B19A	Format for undertaking on limiting of charges
Appendix-B19B	Format for undertaking on availability for vessel & streamers
Appendix-B20	Certificate of Compliance of meeting Financial Parameters
Appendix-B21	Format of agreement between bidder and their parent company/subsidiary company
Appendix-B22	Parent company/subsidiary company guarantee
Appendix-B23	Public Procurement (Preference to Make in India) Order 2017
Appendix-B24	Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012
Appendix-B25	Guidelines for eligibility of a 'bidder from a country which shares a land border with India'
Appendix-B26	HSE Exhibit
Appendix-B27	Technical details of equipment/personnel/experience in data acquisition
Appendix-B28	General information about survey vessel
Appendix-B29	Proforma for MoD clearance research, survey, exploration & exploitation of resources in Maritime Zones of India (MZI)
Appendix-B30	Confidential Agreement
Appendix-B31	Bid Matrix

Failure to furnish all information required by the bidding documents will be at the bidder's risk. Bids not conforming to specifications or tender conditions will be rejected without seeking clarifications.

3.2 Amendment of Bid Document

- DGH may amend the Bid Document at any time before the deadline for bid submission, by issuance of an Addendum/Corrigendum.
- All addenda will be posted on DGH's website and the Central Public Procurement Portal (CPPP) Portal. Bidders must check these portals regularly.
- DGH may, at its discretion, extend the bid submission deadline to allow bidders reasonable time to account for amendments.

3.3 Transfer of Bidding Document

The Bidding Document is not transferable.

3.4 Cost of Bidding

The bidder shall solely bear all costs associated with preparation and submission of the bid. DGH will not be liable for any such costs irrespective of the outcome of the bidding process or any cancellation thereof.

4. Submission of Bids

Bids must be submitted electronically through the CPPP Portal and digitally signed.

A Single-Stage, Two-Envelope (Bid) system is followed.

4.1 Two-Envelope System

Envelope	Contents
1st — Techno-Commercial Bid	<ul style="list-style-type: none"> • All techno-commercial details with price columns blanked out; • A tick mark (✓) against each price item; • Bid Security/EMD details; • Power of Attorney; • Scanned copies of required documents; • Duly signed copies of Appendix-B9 (Integrity Pact).
2nd — Financial Bid	Schedule of Rates / Price Schedule only (filled in the online CPPP format).

Note: Techno-Commercial bids will be evaluated first. Financial bids of only technically qualified bidders will be opened.

4.2 Physical Documents (Offline Submission)

The following original documents must be submitted offline to HOD (NDR), DGH, OI DB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301, before the bid closing date and time:

- Bid Bond (Original) / Bid Security.
- Any other document specifically required by the tender.

4.3 Language of Bids

All bids, correspondence, and documents shall be in English. Supporting documents in other languages must be accompanied by an accurate English translation authenticated by the local Chamber of Commerce. The English translation shall prevail for purposes of interpretation.

4.4 Bidder's Name, Address & Contact Details

Bidders must provide their complete postal address, telephone/fax/cell number, and email address. Similar details for authorised agents in India (if any) must also be furnished.

4.5 Signing & Sealing of Bids

- Bid papers must be complete, free from ambiguity, and signed with the exact legal name of the firm.
- Bids from companies must be signed by an authorised officer and sealed with the company seal.
- The signatory must clearly indicate their legal capacity and the source of authority to bind the bidder.

4.6 Indian Agent

In the event the overseas bidder is having an Agent / Representative / Retainer / Associate in India, the bidder should clearly furnish their name and address and clearly indicating nature and extent of services to be provided by them. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent / Representative / Retainer / Associate in India. Moreover, one Indian Agent / Representative / Retainer / Associate cannot represent more than one foreign bidder against the tender.

The Indian Agent / Representative / Retainer / Associate will not be permitted to submit any Bid Security, Performance Security, execute the contract and receive payment on behalf of bid submitted by their foreign principals. Such bids shall be rejected straightway.

However, they will be permitted to attend bid opening provided such an Agent /Consultant /Representative /Retainer /Associate has a power of attorney/letter of authority setting out very clearly his role.

5. Bid Prices

5.1 General

- Bidders shall indicate net unit prices on the attached Price Schedule (in INR).
- Prices must be firm and all-inclusive of applicable duties, taxes, and other levies.
- All payments will be made by DGH in Indian Rupees as per actuals.
- No separate discount is permitted. Any discount must be merged with quoted prices; separately indicated discounts will not be considered for evaluation.
- However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.
- GST / applicable taxes shall be borne by the bidder.

5.2 Tax Liabilities

Income Tax	All income tax liability (including corporate and professional tax of bidder's personnel) shall be borne by the bidder.
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GST	All GST liability as per applicable laws shall be borne by the bidder. In case of services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time) the bidder shall provide all applicable taxes in the price bid and no taxes / charges / fees etc over the quoted taxes shall be payable by Gol. The bids shall be evaluated by including all such taxes / charges / fees etc to be borne by Gol.
Customs Duty	Custom duty will be as per prevailing customs notifications. Customs Duty, if any, shall be borne by the Bidder.

GST — Key Requirements

- The applicable GST rate and classification must be explicitly quoted in the bid.
- In contracts involving multiple services or goods and services, separate cost break-ups and applicable GST must be quoted for each.
- Bids not explicitly quoting GST will be treated as inclusive of all GST liabilities. No future claims will be entertained.
- A valid GST registration certificate (or an undertaking to submit it before the first invoice) must accompany the bid.
- In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading: -
 - DGH will have no liability to reimburse the difference in duty / tax, if the finally assessed amount is on the higher side.
 - DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

6. Payment Terms & Mode of Payment

1. DGH shall make the payments to the successful Bidder as per the quoted rates as referred to SCHEDULE OF SERVICES/SCHEDULE OF RATES. TDS as applicable under the Income-tax Act, 2025 and GST-TDS as per applicable laws shall be deducted by DGH from payments to the Bidder / vendors.
2. The BIDDER shall raise quarterly invoices for Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data (Part-A of SoW in Volume-I) according to different components of Part A of the price bid at Section IV of Volume II on pro rated basis.
3. The BIDDER shall raise quarterly invoices for Gol investment in Part B i.e 3D Broadband Seismic Data Acquisition, Processing & Interpretation (API).
 - a. The payment for acquisition would be pro rated to data acquired (chargeable) against seismic SQKM for seismic area which are completed in all aspects (i.e. including all necessary survey data, observer report etc.) and submission of the respective deliverables to DGH.
 - b. The payment for processing would be pro-rated to data processed for seismic area and submission of the respective deliverables to DGH.
 - c. The BIDDER shall raise invoice for the charges of interpretation of 3D seismic dataset after submission of the respective deliverables including Final Report to DGH.
 - d. The invoice shall be processed after submission of aforesaid deliverables duly accepted by Contract Manager.

- e. The BIDDER shall raise invoice for payment of one-time lump-sum mobilization charges on pro rated basis as per survey size to 10,000 SKM , upon completion of successful mobilization with acquisition of 100 SKM of data. The requisite documents must be submitted along with the invoice of mobilization.
 - f. The BIDDER shall raise invoice for payment of one-time lump-sum Demobilization Charges at the end of total acquisition of 3D seismic data, as applicable, upon clearance of all their resources from site. The requisite documents must be submitted along with the invoice of demobilization.
 - g. No payments towards stand-by charges will be payable, if BIDDER desires to extend the period of work during monsoon break due to non-completion of yearly target of work within the stipulated time period. BIDDER's request in this regard, if any, to allow them to work during monsoon break, may be considered by the DGH only at BIDDER's cost & peril and DGH will accept & pay for quality data only in that case.
4. All payments shall be made exclusively via electronic mechanisms (NEFT / RTGS / ECS), within 30 days of receipt of undisputed invoice.
- The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid by the Bidder, with no liability whatsoever arising for DGH.
5. BIDDER shall furnish the following documents along with **first invoice** under the contract:
- (a) Copy of valid Registration Certificate under GST Rule (if applicable).
 - (b) Bank particulars as required for making payment through Electronics Mode.
 - (c) Tax Invoice as per relevant GST Rules clearly indicating GST Registration Number (if applicable), Service Classification, Rate & Amount of GST.
 - (d) Certificate of acceptance of Mobilisation issued by DGH representative.
 - (e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).
 - (f) Foreign bidder will have to provide relevant document like Form 41, TRC, No PE, etc. as per applicable Indian Tax Law. TDS will be deducted based on applicable Indian Tax
6. The BIDDER shall furnish the following documents along with all subsequent periodical/ quarterly invoices under the contract.
- (a) Details of statutory payments like EPF, ESI etc. (if applicable).
 - (b) Undertaking by BIDDER regarding compliance of all statutes.
 - (c) Certificate by BIDDER stating that the labours have been paid not less than minimum wages as applicable and cleared all the dues of sub-BIDDERS & sundry creditors till the end of previous month.
 - (d) PPLC supporting documents along with declaration from BIDDER supported by CA certificate regarding PPLC content used as per bidding document commitment, if applicable.
 - (e) Foreign bidder will have to provide relevant document like Form 41, TRC, No PE, etc. as per applicable Indian Tax Law. TDS will be deducted based on applicable Indian Tax

7. Period of Validity of Bids

Bids shall remain valid for 180 days from the date of bid closing. Bids must not be withdrawn after opening until the validity period (or any agreed extension) expires.

DGH may, in exceptional circumstances, request an extension in bid validity before expiry of the original period. The request and response shall be in writing, and no variation to the bid shall be permitted during the extended period.

8. Bid Security (EMD)

8.1 Purpose & Exemptions

Bid Security protects DGH against risk of Bidder's default.

MSEs possessing valid Udyam Registration Certificate as notified vide Gazette notification no. S.O. 2119(E) dated 26.06.2020 (as amended) issued by Ministry of Micro, Small and Medium Enterprises are exempted from payment of Bid Security and will be eligible for other benefits as per PPP for MSEs order, 2012, subject to valid Udyam Registration Certificate as Micro or Small Enterprise.

Firms Recognized as 'Startup' by DPIIT (Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry GOI) will also be exempted from furnishing bid security / earnest money deposit, subject to submission of sufficient documentary evidence.

8.2 Amount & Currency

- Amount and currency in INR.

8.3 Acceptable Forms of Bid Security

Form	Details
Bank Guarantee	As per Appendix-B6; issued by a Nationalised/Scheduled Bank in India on non-judicial stamp paper; valid for 45 days beyond bid validity. Acceptable banks: Scheduled Banks in India, Indian branches of international banks registered with RBI as scheduled foreign banks, or foreign banks with BG counter-guaranteed by an Indian Scheduled Bank.
NEFT Transfer	<p>Online payment to DGH's designated bank account (as per details below).</p> <p>Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer.</p> <p>Bidder has to upload scanned copy / proof of the Online Payment Transfer along with techno-commercial bid.</p> <p>Bank Account Details: Directorate General of Hydrocarbons Account No. 65191279625 IFSC Code SBIN0050203 Bank Name: State Bank of India Branch address: Shastri Bhawan, New Delhi.</p>

8.4 Forfeiture of Bid Security

Bid Security shall be forfeited if:

- The bid is withdrawn during the validity period (or any agreed extensions).
- The bid is varied or modified in a manner not acceptable to DGH during the validity period.
- The successful bidder fails to submit the Performance Security within 14 days of award notification.

Bid Security of unsuccessful bidders will be returned on finalization of the bid. The successful bidder's Bid Security shall be returned upon receipt of Performance Securities.

9. Submission, Sealing & Marking of Bids

9.1 Electronic Submission

- All offers must be submitted electronically on the CPPP Portal.
- The 1st electronic envelope (Techno-Commercial) must contain all details with prices blanked; a tick mark (✓) shall indicate a quote exists for each item.
- The 2nd electronic envelope (Financial) contains only the Price Schedule, digitally signed.
- Physical documents must reach DGH before bid closing date and time.
- DGH will not be responsible for server-related delays or postal transit losses.

Note: *E-bids with scanned signatures (not digital signatures) will not be considered.*

9.2 Deadline for Submission

E-Bid Deadline	1400 Hrs (IST) on the notified bid closing date.
Physical Documents	Must reach HOD (NDR), DGH, OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301 before 1400 Hrs (IST) of the closing date.
Late Bids	Physical documents received after closing date/time will be rejected and returned unopened.

Envelopes received by post without proper superscription (Tender Number, Bid Closing Date, etc.) on the outer cover will be treated as ordinary mail and may not be considered.

9.3 Modification & Withdrawal

No e-bid may be modified after the deadline for submission of bids.

10. Opening of Bids

Bid Opening Time	1500 Hrs (IST) on the date specified.
Bidder's Representative	A representative may attend. An authorisation letter (Appendix-B3) must be submitted with the bid and produced at the time of opening.
Financial Bid Opening	Price Bids of technically qualified bidders will be opened on a date communicated in advance.

Holiday Provision

If the opening/closing day is an unscheduled holiday, the next working day at the same time applies.

11. Evaluation of Bids

11.1 Examination

DGH will examine bids for completeness, computational accuracy, required sureties, proper signing, and general conformity. Bids falling under the Rejection Criteria of the BEC will be rejected.

The lowest bid will be determined only from amongst bids in full conformity with the techno-commercial requirements.

11.2 Currency Conversion

This clause is not applicable.

11.3 Unsolicited Post-Tender Modifications

Unsolicited post-tender modifications may lead to straightway rejection of the offer.

11.4 Purchase Preference Policies

- MSEs registered with DIC, KVIC, KVIB, Coir Board, NSIC, or anybody specified by Ministry of MSME are eligible under Public Procurement Policy 2012.
- Class 1 Local Suppliers with minimum 50% local content qualify for preference under the Make-in-India Order 2017. An OEM certificate on local content percentage must be uploaded; for contracts above INR 10 Crore, certification by a statutory/cost auditor is required.
- Concurrent application of MSE and Make-in-India preference policies shall be as per DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023.

12. Award of Contract

DGH will award the Contract to the successful bidder whose bid is substantially responsive and is the lowest evaluated bid, provided the bidder is qualified to perform the contract satisfactorily.

DGH reserves the right to reject, accept, or prefer any bid; to annul the bidding process; to accept any bid in part; or to split the order between two or more bidders, without incurring any liability to affected bidders and without assigning any reason. Further, DGH makes no commitments, express or implied, that this process will result in a business transaction with any Party.

12.1 Notification of Award (NOA)

- DGH will notify the successful bidder in writing before the expiry of bid validity.
- The notification of award constitutes formation of the contract.
- Upon furnishing Performance Security by successful bidder, DGH will promptly notify unsuccessful bidders and discharge their Bid Securities.

13. Performance Security

Amount	3% of Total Contract Value
Form	Bank Guarantee / Insurance Surety Bond (Appendix-B7) from a Nationalised/Scheduled Bank in India/ Insurer; on non-judicial stamp paper.
Validity	02 months beyond the duration of the contract including all contractual obligations, extensions thereof.
Submission Deadline	Within 14 days of placement of Letter of Award (LoA)
Extension	Must be extended by the Contractor for any extension of the contract period.
Discharge	DGH will discharge the BG not later than 30 days following its expiry.
Interest	Performance Security will not accrue any interest during its validity.

The Performance Security is payable to DGH as compensation for any loss resulting from the Contractor's failure to fulfil obligations under the Contract.

14. Submission of Forged Documents

DGH may verify the authenticity of all documents submitted. If at any stage (Tendering process/ Contract execution) it is established that a bidder has submitted forged documents, DGH shall immediately:

- Reject the bid or cancel/terminate the contract, and
- Forfeit the EMD / Security Deposit/ Performance security submitted by the bidder.

15. Guidelines — Bidders from Countries Sharing a Land Border with India

Order (Public Procurement No.1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, order (Public Procurement no. 4 dated 23.04.2023) issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard and available at website <https://doe.gov.in/procurement-policy-divisions>, shall be applicable against the tender.

16. Signing of Contract

DGH will send the contract/supply order in duplicate to the successful bidder post notification of award and submission of performance securities. The contract shall be governed by the General Terms & Conditions and Special Conditions of Contract (Volume-III). The successful bidder must return one signed copy on each page as confirmation of acceptance.

SECTION-III: BID EVALUATION CRITERIA (BEC)

Hiring of Services for:

Part A: Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data

&

Part B: 3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)

BEC clause	Part A & B
A	<p>VITAL CRITERIA FOR ACCEPTANCE OF BIDS: -</p> <p>Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to DGH within the date specified in the NIT and bid document. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, DGH may ask the Bidder for Clarifications/ confirmations/deficient documents 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 or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>
B B.1	<p>REJECTION CRITERIA:-</p> <p>Technical rejection criteria</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p>
1.0	<p>Bid should be complete and covering the entire Scope of Work as detailed in Volume –I of the bid document /, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p>
2.0 2.1 (a)-I	<p>Eligibility and experience of the bidder.</p> <p>The Bidder must have the following experience in the last Seven (07) years reckoned from the Original Bid Closing Date:</p> <p>Acquisition:</p> <ul style="list-style-type: none"> i. The bidder must have minimum experience of carrying out at least 50% offshore 3D seismic data acquisition volume (as per SoW, Volume – I, Part B) <p>Processing:</p> <ul style="list-style-type: none"> ii. The bidder must have successfully completed “Pre-Stack Time Migration (PSTM)” processing of at least 50% offshore 3D seismic data processing volume (as per SoW, Volume – I, Part A) iii. The bidder must have successfully completed “Pre-Stack Depth Migration (PSDM)” processing of at least 50% offshore 3D seismic data processing volume (as per SoW, Volume – I, Part A) iv. The bidder must have successfully completed “Pre-Stack Time Migration (PSTM)” processing of at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A)

	<p>v. The bidder must have successfully completed “Pre-Stack Depth Migration (PSDM)” processing of at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A)</p> <p>vi. The bidder must have successfully completed Full Waveform Inversion (FWI) for velocity model building for at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A)</p> <p>Interpretation:</p> <p>vii. The bidder must have successfully completed seismic data interpretation at least 50% of quoted offshore 3D seismic data interpretation volume (as per SoW, Volume – I, Part A)</p> <p>viii. The bidder must have successfully completed seismic data interpretation at least 50% of quoted offshore 2D seismic data interpretation volume (as per SoW, Volume – I, Part A)</p> <p>For technical evaluation, pertaining to clause no. B.2.1(a)-I (i to viii), one (01) SKM of 3D marine seismic will be considered equivalent to Forty (40) LKM of 2D marine seismic. For example, if Bidder has experience of 2D Marine seismic of 1000 LKM and 3D Marine Seismic of 50 SKM, then the experience of the bidder will be equal to 3000 LKM (i.e., $1000+50*40$).</p> <p>The bidder’s experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under BEC clause under (i-viii) above subject to condition that the relevant service has been satisfactorily completed.</p> <p>Note: In case any contract, for which experience as per BEC clause B.2.1 (a)-I is claimed has started before the period of last Seven years as above and has been completed in the last Seven years as above, then such contracts will also be considered to the extent of quantum of work (In Sq. Km or LKM) acquired in the stipulated period of seven years provided the same is supported by documentary evidence from the user / client.</p> <p>To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:</p> <ol style="list-style-type: none"> Satisfactory completion/performance report (OR) Proof of release of Performance Security after completion of the contract (OR) Proof of settlement / release of final payment against the contract (OR) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. <p>Bidder should submit an experience statement as per the format given at Appendix-B16.</p>
2.1 (a)-II	<p>In case the bidder is a Consortium of Companies, the following requirements shall be complied with:</p> <p>(a) Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.</p> <p>(b) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the DGH, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the technical bid, failing which the bid will be summarily rejected.</p> <p>(c) The leader or any member of the consortium independently on their own shall satisfy the minimum experience requirement in respective domain (Acquisition, Processing and Interpretation)</p>

- (d) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.
- (e) Only the leader of the consortium shall register against the tender in CPP portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (f) The **Bid Security** shall be in the name of the Leader of the Consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the **Performance Security** shall be in the name of the Leader on behalf of the Consortium.
- (g) The leader of the consortium on behalf of the consortium shall coordinate with DGH during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and the Leader shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- (h) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (i) Payment shall be made by DGH only to the leader of the consortium towards fulfilment of contract obligations.
- (j) In case of consortium bids, the bid shall be signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.
- (k) Documents/details submitted with the bid pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- (l) **Constitution of Consortium:** The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, the bid of such a consortium shall be liable for rejection.
- m) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.
- n) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- o) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

	<p>p) The MOU/Agreement should be legally valid i.e. it should be on non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.</p>
2.1 (a)-III	<p>In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act, 1956 and any amendments thereunder, then the technical experience criteria laid down in the Technical BEC should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria or</p> <p>(ii) Any Partner in the Joint Venture Company having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV has qualified, shall be submitted with the techno commercial bid stating the they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p>
2.1 (a)-IV	<p>IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</p> <p>Offers of those bidders (other than JV/Consortium) who themselves do not meet the experience criteria as stipulated in clause nos. 2.1 (a)-I above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per format enclosed as Appendix-B21) and also a parent/subsidiary Guarantee (as per format enclosed as Appendix-B22) to DGH for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>Note:</p> <p>(i) In the situation mentioned in Clause No. 2.1 (a)-IV above, following conditions are required to be fulfilled/documents to be submitted: A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>(ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as Appendix-B12), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the</p>

	<p>successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by DGH due to non-performance of the contractor.</p> <p>(iv) Bidders quoting under the categories as mentioned under Clause no. 2.1 (a)-IV above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per Appendix-B15 in this respect to be submitted as part of technical bid.</p>
2.2	Details of experience and past performance of the bidder and incorporated joint venture partner /consortium partners/parent subsidiary, on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1 (a)-I above.
2.3	Indian companies/ Joint Venture companies (Incorporated JV):- Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.
3	The requirement is for minimum one (01) seismic vessel and for minimum eight (08) streamers. Bidder should provide an undertaking to deploy Minimum one (01) seismic Vessel and minimum eight (08) streamers. However, Bidder may offer any number of vessel(s) and streamer(s) for quoted job.
4	The bidder must furnish details of the survey vessel & streamers within sixty (60) days from the date of approval of the seismic data acquisition area by DGH or before the commencement of seismic data acquisition whichever is earlier. The bidder needs to provide an undertaking as per Appendix-B19B along with techno-commercial bid that vessel conforming to the requirements stated in SOW will be made available.
5	Vessels(s) and Streamer(s) offered by the bidder should fully comply with technical specifications outlined in Appendix-B28 of this document and bidder should be able to provide the services as mentioned in the scope of work of tender document.
6	The Bidder(s) should submit operation plan indicating mobilization schedule and data acquisition schedule along with vessel & streamer details as referred in BEC Criteria Clause 4
7	<p>(A) The offered vessel(s) and streamer(s) should have valid statutory certificates and should meet the class requirement and should comply with IMO codes during the contract period. The bidder shall give an undertaking stating that the same shall be renewed and kept valid throughout the currency of the contract.</p> <p>(B) In addition to above, the bidders are required to submit a copy of the following statutory certificates for offered vessel(s) and streamer(s):</p> <p>Certificate of Registry or nationality certificate.</p> <p>The date of issue of certificates will be considered for evaluation of the age of the vessel. In case the vessel has been re-registered under a new name or flag, the 'first certificate of registry' would be</p>

	<p>considered for evaluation of age of the vessel. The age of the offered vessels during the entire work execution period shall be less than 24 years.</p> <p>(C) The bidder is required to submit an undertaking that Vessel offered should comply with DG Shipping development circular No 1 of 2008 dated 25.04.2008 (including amendments) related to revised guidelines for chartering of vessels.</p> <p>(A), (B) & (C) shall be submitted along with vessel & streamer details as referred in BEC Criteria Clause 4</p>
8	<p>CLEARANCES</p> <p>The bidders are required to submit an undertaking (on letter head of the Bidder as per format enclosed at Appendix-B14) along with the techno-commercial (un-priced) bid that he would obtain MOHA, MOD, DG shipping & for all other necessary clearances for deployment of vessel(s) & equipment to fulfil the contract conditions.</p>
9	<p>EXPERIENCE OF KEY PERSONNEL:</p> <p>a) The key personnel should be experienced, skilled, professionally competent and suitably trained to carry out Re-processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data with data processing & interpretation technology as per the scope of work.</p> <p>b) The key personnel should be experienced, skilled, professionally competent and suitably trained to carry out Acquisition, Processing & Interpretation (API) of 3D Seismic Data with data acquisition, processing & interpretation technology as per the scope of work.</p> <p>c) The key personnel should have experience specified as per scope of work.</p> <p>d) Experience of the experts proposed to be deployed shall be as per the above specified conditions. The bidder shall take prior approval of DGH in respect of experts proposed to be deployed for the jobs of data acquisition, processing & interpretation. In this regard, Bidder shall submit an undertaking as per Appendix-B15 along with the techno-commercial bid. DGH shall have full authority to allow or deny deployment of any expert based upon experience and suitability of an expert for a given job.</p> <p>e) In case the number of experts as at a) above fall short, then DGH may stop the work till such time the specified number of experts are deployed. Consequences of any delay in project completion due to such stoppage of work shall be borne by the BIDDER.</p>
B.2	<p>Commercial rejection criteria</p> <p>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:</p>
B.2.1	<p>The bid along with all appendices and copies of documents (including scanned copies of the documents required in physical form) should invariably be submitted through CPPP, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.</p> <p>The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Section IV to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall</p>

	<p>contain only the prices duly filled in the on-line price format of CPPP. Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>However, Bidder shall submit the following original documents offline to HOD (NDR) at Directorate General of Hydrocarbons office in Noida, before the date and time of closing of bids specified in NIT, in a properly sealed envelope:</p> <ul style="list-style-type: none"> i) Bid Bond (Original) ii) Any other document, if specified, in the tender. <p>The envelope shall bear the name of the firm, Physical documents against e- Tender No. _____, name of work and the phrase "Do Not Open Before (Due date & time of opening of tender)"</p> <p>Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/ delivered elsewhere or late.</p>
B.2.3	<p>Acceptance of terms & conditions :</p> <p>The bidder must confirm unconditional acceptance of General Conditions of Contract and, Special Conditions of Contract at (Volume-III) and Instruction to Bidders at Section II of Volume-II as well as the instructions contained in the tender document.</p>
B.2.3.1	<p>Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a '<i>Bidder from a Country which shares a land border With India</i>' " as detailed at Appendix-B25. Bidder should also submit the requisite certificate as mentioned.</p>
B.2.4	<p>Offers of following kinds will be rejected:</p> <ul style="list-style-type: none"> (a) Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit along with the offer. (b) Offers not submitted in e-form through CPPP. (c) Offers made by Agents/Consultants/Retainers/Representatives/Associates of foreign principals. (d) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid. (e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications. (f.i) Offers which do not conform to DGH's 'online price bid format' as given in the CPPP. (f.ii) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them. (g) Offers which do not confirm to the mobilization period indicated in the SCC. (h) Offers which do not confirm to the contract period indicated in the Scope of Work. (i.i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids. (i.ii) Offers of the bidders violating the provisions of Integrity pact

	<p>(j) Offers not providing undertaking as required in BEC Clause 4 regarding availability of vessel & streamers</p> <p>(k) Offers not accompanied with a copy of valid GST registration certificate.</p> <p>In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same <u>at least two weeks before submission of first invoice.</u></p> <p>(Not applicable for supply of Service by foreign service provider providing services from outside India who do not have any fixed place of business or residence in India. Such bidder shall provide undertaking to that effect)</p> <p>(l) Offers not accompanied with an undertaking to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling DGH to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy)</p> <p>(m) Offers not accompanied with a declaration as per Appendix –B4</p> <p>(n) Offers submitted without undertaking on Limiting of charges as per Appendix –B19</p> <p>(o) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.</p> <p>(p) <u>Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.</u></p>
B.2.4.1	<p>Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.</p> <p>Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p><i>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.</i></p>
B.2.5	<p>Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.</p>
B.2.6.0	<p><u>Criteria for ascertaining Financial Capability of the bidders.</u></p> <p>All the below mentioned applicable Financial Criteria shall be met by the bidders, as applicable for procurement of Service contracts:</p> <ul style="list-style-type: none"> • Average Annual Turnover of Bidders: INR 500 Crore or more • Net-worth of Bidder: Positive

Methodology for ascertaining current liabilities, current assets and long-term debt shall be consistent with IFRS / IND AS standards.

The average annual turnover during the last three financial years (as brought out in note (d) below), as on originally scheduled bid closing date shall be considered for evaluation.

Subject to provisions under second paragraph of Note (b) Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

In case the financial statements submitted by the bidder are in currencies other than INR, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India, on the date of publication of Bid Document in CPPP, shall be considered for converting it into INR.

NOTES:

Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.

Following documents to be submitted by the bidder:

- i. The bidder shall submit its **Audited consolidated financial statement** with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.

In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land)

- ii. Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company

A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect.

(Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation".)

- iii. The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect.

Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.

iv. For the purpose of ascertaining parameter of Turnover of the bidder, average annual turnover during the last three financial years, as on originally scheduled bid closing date, shall be considered for evaluation. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous three financial years for ascertaining their turnover. The date (i.e. the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date. The amount of Sales Taxes, Goods and Service Tax and Value Added Taxes will not be included in the turnover of the bidder.

v. A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-

- The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through intermediate subsidiaries.
- The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
- Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B17.
- In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.
 - In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
 - In such cases, all applicable financial parameters viz. Turnover, Net-worth & Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.

vi. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

- Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.

	<ul style="list-style-type: none"> ➤ A Corporate Guarantee from the supporting company in the prescribed format at Appendix B12 ➤ A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company. ➤ Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company ➤ Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B17. In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited. ➤ Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by DGH due to non-performance of the contractor. ➤ The above certificates/undertakings should be of a date after NIT date. <p>vii. In case of consortium bids, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover, in proportion to the percentage of work to be performed by them subject to minimum of 50% of the required amount shown against criteria of Turnover, for the leader of the consortium and 20% for other members of the consortium. The net worth as to be individually met by all consortium members as prescribed above. Support from parent/supporting company is not allowed to meet the financial criteria.</p> <p>viii. In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender</p>
B.2.7	<p><u>Indian agent is not permitted to represent more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors) shall be rejected in that tender.</u></p>
B.2.8	<p>Wherever limits are specified for charges/amounts w.r.t various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in <u>BEC/ Price Schedule/BOQ</u>, the bidders must adhere to such limits.</p> <p>However after opening of the price bids, if it is observed that that such charges/amounts quoted by the bidder(s) are higher than the limit for such parameters specified in the <u>BEC/ Price Schedule/BOQ</u>, the</p>

	offer(s) of such bidder(s) shall be evaluated restricting the charges/amounts upto the specified limit. Contract (in case bidder becomes L-1) shall also be awarded restricting the charges/amounts upto specified limit in the BEC. The bidder shall submit an undertaking in this regard as per format in Appendix-B19A
C.	Price Evaluation Criteria
C.2	
C.2.1	<p>Evaluation of bids:-</p> <p>Evaluation shall be done “Total in Figures”-wise of Price Schedule/BOQ. Bidder must quote prices for all the items as given in the “Price Schedule/BOQ” (Section IV) of the tender document. Bidder should quote prices inclusive of all taxes, duties, levies, insurance, transportation of personnel, equipment and material etc., applicable for complete scope of work. The prices quoted should remain firm during the validity of their offer and extension(s), if any. No escalation whatsoever in prices shall be allowed during the duration of the contract, including any extension thereof.</p> <p>The bidder emerging lowest on the basis of their quoted “<i>Total in Figures</i>” at the “Price Schedule/BOQ” (Section IV) shall be selected to award the contract subject to acceptance of rates by DGH.</p>
C.2.2	<p>Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and DGH would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.</p> <p>Accordingly, bidders (excluding the Service providers covered under clause C-2.2.1 below) should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC) as per GST Law as ascertained by the bidder.</p> <p>Total price inclusive of GST as quoted by the bidders shall be considered for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also the provisions of change in law will not apply.</p> <p>In the contracts involving multiple services or the services involving usage of certain goods or materials (which are consumables in nature forming part of the output service), the Bidder should provide the break-up for cost of goods and cost of various services. However, the bidder shall quote GST for the output services.</p> <p>GST and Customs Duties if any, on input services/ capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to DGH by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p>
C.2.2.1	For Services provided to DGH in taxable Territory of India by foreign service provider providing services from outside India who does not have any fixed place of business or residence in India, or as per relevant provisions of tender document, where the liability to pay 100% GST is on DGH, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.
C.2.3	If there is any change under GST Law in the quoted rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of such change in rate of GST under the GST Law. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to such change in rate of GST

C.3	PURCHASE PREFERENCE POLICY(IES):
C.3.1	<p>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES</p> <p>In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.</p> <p><u>Notes:</u></p> <p>(i) Tendered items cannot be procured from multiple sources or are absolutely non splittable or non-dividable, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.</p>
C.3.1.a	Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed in the tender document shall also be available to MSEs. However, in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs.
C.3.2	Bidders to comply Public Procurement (Preference to Make in India) Order 2017" (MII) read with Ministry of Petroleum & Natural Gas notification (including amendments issued from time to time) applicable in this tender as per Appendix-B23 and submit requisite information/documents.
C.3.3	<p>Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017</p> <p>The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 (including amendments issued from time to time) as per Appendix-B24</p>
E	<p>General:</p> <ol style="list-style-type: none"> 1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents. 2. <u>The bidder/contractor is prohibited from offering any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.</u> 3. <u>On site inspection will be carried out by DGH's officers / representative /Third Parties at the discretion of the DGH.</u>

APPENDICES

Appendix-B1: Format for Pre-Bid Query Submission

Submit queries only in the format below. Queries with incorrect details may be discarded.

Sl.	Page No.	Clause No.	Clause Name	Statement as per Tender Clause	Query by Bidder
1					
2					
3					

Instructions:

- Page Number: Mention only the page number (e.g., '29', not 'Page 29').
- Clause No.: e.g., '8', not 'Section 8'.
- Clause Name: Must be exactly as stated in the RFP.
- No cell merging (in Excel). Each query must be unique — no duplicate copy-paste queries.

Appendix-B2: Bid Submission Proforma

(To be submitted on Company Letterhead, duly signed)

Tender No: _____

Date: _____

To,

Directorate General of Hydrocarbons (DGH)

Core-5, 6th Floor, Scope Complex,

Lodhi Road, New Delhi -110003, INDIA

Subject: Tender No. _____ for _____

Dear Sir/Madam,

1. I/We hereby offer to supply the services detailed in the schedule hereto or such portion as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Invitation Letter, or till 180 days from the date of closing of bid.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the Instructions to Bidders (Section-II of Volume II), Bid Evaluation Criteria (Section-III), and General Terms & Conditions. I/We have thoroughly examined the Scope of Supply/Schedule of Rates (AV) and am/are fully aware of the nature of work required. My/Our offer is to provide services strictly in accordance with requirements.

Yours faithfully,

Signature of Bidder: _____

Name: _____

Seal of Company: _____

Date: _____

Signature of Witness: _____

Address: _____

Appendix-B3: Authorisation Letter for Attending Tender Opening

Date: _____

To: HOD (NDR), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301, India.

Subject: Tender No. _____ due on _____

Sir,

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

Signature of Bidder: _____

Copy to: Mr. _____ for information and for production before the HOD (NDR) at the time of opening of bids.

Appendix-B4: Proforma Certificate on Relatives of Officers of DGH

(To be submitted on Company Letterhead)

Ref: Tender No. _____ for _____

With reference to our proposed contract with Directorate General of Hydrocarbons (DGH), we certify to the best of our knowledge that:

1. I am not a relative of any DG / Officer of DGH.
2. We are not a firm in which a DG / Officer of DGH or his relative is a partner.
3. I am not a partner in a firm in which a DG / Officer of DGH or his relative is a partner.
4. We are not a private company in which a DG / Officer of DGH is a Member or Director.
5. We are not a company in which DG / Officers of DGH hold more than 2% of the paid-up share capital of our company or vice versa.

Authorised Signatory: _____

Place: _____

Date: _____

Appendix-B5: Proforma for Changes/Modifications Sought by Bidders

DGH expects bidders to fully accept the terms and conditions. Changes/modifications, if any, must be communicated in the format below:

Clause No.	Full Compliance / Not Agreed	Changes / Modifications Proposed	Remarks

Note: If left blank, it will be construed that the bidder has not taken any exceptions/deviations. Bids maintaining exceptions beyond the bid closing date shall be rejected.

Signature of Bidder: _____

Name: _____

Seal of Company: _____

Appendix-B6: Bank Guarantee towards Bid Security (Bid Bond)

Ref. No.	_____
Bank Guarantee No.	_____
Date	_____
Validity	45 days beyond the bid validity period

To,

Directorate General of Hydrocarbons,

OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301, India.

Key provisions of this Bank Guarantee:

1. Whereas DGH has floated Tender No. _____ and M/s _____ ('Bidder') has agreed to furnish an unconditional and irrevocable Bank Guarantee of INR _____ (Rupees _____ only) as condition for participation.
2. We, (Name of Bank) _____ hereby guarantee and undertake to pay immediately on first demand by DGH the amount of INR _____ without demur, recourse, or substantiation. Any demand made by DGH shall be conclusive and binding on the Bank.
3. This guarantee is irrevocable and shall remain in force up to _____ (which includes 45 days beyond bid validity).
4. Our liability under this Guarantee is limited to INR _____ and the guarantee remains in force until _____.
5. Any claim must be received by us before the expiry date. After expiry without a claim, DGH's rights cease; if a claim has been received, rights remain valid until satisfied.

WITNESS NO. 1	FOR THE BANK
Signature: _____ Full Name: _____ Address: _____	Signature: _____ Name & Designation: _____ Address (with Bank Stamp): _____ Attorney as per PoA No.: _____
WITNESS NO. 2 Signature: _____ Full Name: _____ Address: _____	

Appendix-B7: Bank Guarantee towards Performance Security

Ref. No.	_____
Bank Guarantee No.	_____
Date	_____

To,

Directorate General of Hydrocarbons,

OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301, India.

Key provisions of this Performance Bank Guarantee:

1. In consideration of DGH having entered into Contract No. _____ dated _____ with M/s _____ ('Contractor'), and DGH having agreed that the Contractor shall furnish a Performance Guarantee of INR _____:
2. We, (Name of Bank) _____ hereby guarantee and undertake to pay immediately on first written demand any/all moneys up to INR _____ without demur, reservation, or reference to the Contractor.
3. This guarantee is irrevocable, unconditional, and shall remain enforceable until discharged by DGH in writing. It shall not be affected by liquidation, winding up, or insolvency of the Contractor.
4. DGH may enforce this Guarantee as a principal debtor without first proceeding against the Contractor.
5. DGH has full liberty to vary contract terms, extend time of performance, or grant forbearance without relieving the Bank of its obligations.
6. This Guarantee shall not be discharged by any change in the constitution of DGH, the Contractor, or the Bank.
7. Our liability is limited to INR _____ and the Guarantee remains in force until _____.
8. Any claim must be received before expiry. After expiry without a claim, DGH's rights cease.

Appendix-B8: GST Undertaking / Declaration

(To be submitted on Company Letterhead)

Ref: Tender No. _____

1. GST Registration

(Strike off whichever is not applicable)

- We have submitted a copy of valid GST Registration Certificate.

OR

- We undertake to submit a copy of the requisite GST Registration Certificate along with the first invoice under the contract.

2. Banning Orders

We declare that neither we (the bidders) nor any of our allied concerns, partners, associates, directors, or proprietors involved in any capacity with this tender are currently serving any banning orders issued by DGH debarring them from business dealings with DGH.

3. Authenticity of Documents

We hereby undertake that all documents, certificates, and information submitted against this tender are genuine.

Signature of Bidder: _____

Name: _____

Seal of Company: _____

Appendix-B9: Pre-Contract Integrity Pact

Integrity Pact Format

INTEGRITY PACT

Between

Directorate General of Hydrocarbons hereinafter referred to as “**The Principal,**”

And

(Name of the bidder) _____ hereinafter referred to as “**The Bidder/ Contractor.**”

Preamble:

The Principal intends to award contract/s for “2D BROADBAND MARINE SEISMIC & GM API”, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder/ Contractor

1) The Bidder/ Contractor commits themselves to take all measures necessary to prevent corruption. The Bidder/ Contractor commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder/ Contractor shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any

third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

- b. The Bidder/ Contractor shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The Bidder/ Contractor shall not commit any offence under the relevant IPC/PC Act; further, the Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder/ Contractor shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- g. The Bidder/ Contractor shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder/Contractor, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action to debar the Bidder/Contractor from participating in the future procurement processes.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other

Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like Section 3 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- a. In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.
- b. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- c. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractor as confidential. They report to the Management of the Principal.
- 3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks

from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

For & On behalf of the Principal (DGH)	For & On behalf of the Bidder/Contractor
Signature: _____	Signature: _____
Office Seal	Office Seal
Place: ____ Date: ____	Place: ____ Date: ____
Witness 1: _____	Witness 1: _____

Appendix-B10: List of Documents to be submitted with Techno-Commercial Bid

Sr.	Document Required	Uploaded (✓/X)
1	Online Transaction Details / Bid Bond towards EMD (in prescribed format).	
2	Duly signed & scanned Experience Certificate and other required documents as per Clause B, Section-III.	
3	Duly signed & scanned copy of PAN Card / TAN.	
4	Registration of Firm / Company / Proprietorship / Partnership Deed (or equivalent document).	
5	Duly filled, signed & scanned copies of Appendix-B1 - B31	
6	Power of Attorney (original for specific PoA; notarised true copy for general PoA).	
7	Self-attested copy of GST Registration Certificate or undertaking as per Appendix-B8	
8	Undertaking (on company letterhead) that all documents/certificates/information submitted are genuine.	
9	Declaration (on company letterhead) that no banning orders from DGH are currently in force against the bidder or its allied concerns.	

Documents to be Submitted Offline (in Original):

- EMD / Bid Bond (as above at Sr. No. 1).
- Power of Attorney for Authorised Signatory (Sr. No. 6 above).

Appendix-B11: FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number ----- hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of company which hold more than fifty percent of the paid up share capital of the bidding company / company in which it holds more than fifty percent of the paid up share capital. *as the case may be*) Corporate Identity Number -----hereinafter referred to as "Supporting Company" of the other part:WHEREAS

Directorate General of Hydrocarbons (hereinafter referred to as DGH) Corporate Identity Number ----- has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company] and whereas Supporting Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. _____ (Bidder) will submit its bid to DGH for the full scope of work as envisaged in the tender document and liaise with DGH directly for any clarifications etc. in this context.
2. M/s. _____ (Supporting Company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting Company and accepted by the bidder.
3. The Bidder /Supporting Company holds more than 50% paid up equity capital of the Supporting Company/bidder.
4. This agreement will remain valid till validity of bidder's offer to DGH including extension if any and till satisfactory performance of the contract in the event the contract is awarded by DGH to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting Company shall be jointly and severally responsible to DGH for satisfactory execution of the contract.
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by DGH.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness:
1)
2)

For and on behalf of
(Supporting Company)

M/s.
Witness:
1)
2)

Appendix-B12: GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called “the Guarantor and or the Supporting company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

Directorate General of Hydrocarbons, a company having its Registered Office at ----- hereinafter called “DGH ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on 2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called “the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number to DGH.

3. The Bidder/Guarantor Company holds more than 50 % paid up equity capital of the Supporting Company/Bidder.

4. The Guarantor Company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

5. DGH is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by DGH at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to DGH and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor Company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from DGH, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the DGH and duly perform the obligations of the Company to the satisfaction of the DGH.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to DGH for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by DGH.

4. The liability of the guarantor, under the Guarantee, is limited to the liability of the Contractor as per the contract.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 14 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 14 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting Company)
M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
official seal _____

2. Signature _____
Full Name _____
Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

Appendix-B13: Proforma of Bank Guarantee towards Performance Security by the Supporting Company of the bidding company

PERFORMANCE GUARANTEE

Ref. No. _____

Bank Guarantee No _____ Dated _____

To,

Directorate General of Hydrocarbons

India

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Registered Office at -----
--- (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 _____ Corporate Identity Number ----- (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).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ Corporate Identity Number ----- based on whose experience/technical strength, the CONTRACTOR has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between DGH and the CONTRACTOR and DGH having agreed that the 'SUPPORTING COMPANY' shall furnish to DGH a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

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 INR (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. 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 'SUPPORTING COMPANY' 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that DGH may have in relation to the 'SUPPORTING COMPANY'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 'SUPPORTING COMPANY'.

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 INR (in figures) _____ (Indian Rupees(in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

All the claims of DGH (beneficiary) against this bank guarantee, shall be remitted by the (Bank's name to be inserted) to the following account of DGH only through electronic transfer of funds, unless otherwise specially communicated by DGH:

Any claim under this Guarantee must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from 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

<p>WITNESS NO. 1</p> <p>-----</p> <p>(Signature)</p> <p>Full name, designation and address (in legible letters)</p>	<p>BIDDER</p> <p>-----</p> <p>(Signature)</p> <p>Full name, designation and address (in legible letters) with Bank stamp</p>
<p>WITNESS NO. 2</p> <p>-----</p> <p>(Signature)</p>	<p>Attorney as per power of Attorney No.....</p> <p>Dated</p>

Full name, designation and address (in legible letters)	
---	--

Appendix-B14: Undertaking to obtain necessary clearance from MOD, MOHA & DG Shipping

Undertaking to obtain necessary clearance from MOD, MOHA & DG Shipping

I/We _____ (Name of the Bidder) hereby undertake that, we would obtain necessary clearance from:

1. Ministry of Defence (MOD) for deployment of offered vessel(s) & equipment (s) in Indian Offshore in case of award of work.
2. Ministry of Home Affairs (MOHA) for its crew members for deployment in Indian Offshore.
3. Director General of Shipping for plying the offered vessel(s) in Indian waters before mobilization.
4. All other necessary clearances required for deployment of vessel(s) & equipment to fulfil the contract conditions.

Signature of the Bidder

Name:

Date:

Place:

Seal of the Bidder

Appendix-B15: Undertaking for Experience of Key Personnel

Undertaking for Experience of Key Personnel

I/We Name of the Bidder hereby undertake that the experts / personnel to be deployed under this contract shall meet experience criteria as required under Scope of Work

The CV's and experience certificates towards satisfactory fulfilment of experience in respect of the experts / personnel shall be submitted for approval of DGH before deployment of the experts / personnel.

Signature of the Bidder

Name:

Place:

Date:

Seal of the Bidder

Appendix-B16: EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

Experience in providing Seismic Data Acquisition, Processing and Interpretation during last seven (7) years preceding date of originally scheduled opening of techno-commercial bids:

Sr. no	Contract No	Name & contact details of client	Place of operation	Quantity / Volume of Data Acquisition,Processing , Interpretation		Logistics / Terrain of Area	Start date of contract	End date of contract
				2D	3D			

Signature: _____

Name of the Bidder’s Authorised Person: _____

Designation: _____

Seal of the Bidder: _____

Appendix-B17: Proforma of Bank Guarantee towards Performance Security by the Supporting Company of the bidding company.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

DGH

India

Dear Sirs,

1. In consideration of DGH, having its Registered Office at ----- Noida-201301, India and one of its offices at _____ (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).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between DGH and the CONTRACTOR and DGH having agreed that the 'SUPPORTING COMPANY' shall furnish to DGH a performance guarantee for Indian Rupees/US\$ towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

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 INR (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. 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 'SUPPORTING COMPANY' 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that DGH may have in relation to the 'SUPPORTING COMPANY'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 'SUPPORTING COMPANY'.

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

All Claims of DGH (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of DGH only through electronic transfer of funds, unless otherwise specifically communicated by DGH:

Any claim under this Guarantee must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO. 1

(Signature)

(Signature)

Full name and official address (in legible letters)	Full name, designation and 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)

Appendix-B18: GUARANTEE BY THE SUPPORTING COMPANY/GUARANTOR

GUARANTEE BY THE SUPPORTING COMPANY/GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at hereinafter called “the Guarantor and or the Supporting company ”which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

1. Directorate General of Hydrocarbons, having its Registered Office at ----- hereinafter called “DGH ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number for on

2. M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at (give complete address) hereinafter called “the Bidder and or Contractor as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number to DGH.

3. The Bidder does not meet the financial criteria required under the aforesaid tender.

4. The Guarantor Company holds more than 50 % paid up equity capital of the Bidder.

5. The Guarantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

DGH is willing to consider the bid of the Bidder Company only if the bid is accompanied with a guarantee from the Guarantor Company guaranteeing financial support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by DGH at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide financial support as may be required by the Bidder Company for successful execution of the same.

Accordingly, at the request of the Bidder Company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to DGH and undertakes as follows:

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 14 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee The guarantor

hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to DGH, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 14 days from the date of Notification of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of DGH, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, DGH shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of DGH about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
4. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the courts of, India.
5. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
6. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting Company)
M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
official seal _____

2. Signature _____
Full Name _____
Address _____

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
 - any of the full time Directors at the Board level, (or)
 - Proprietor in case of Sole Proprietorship concerns, (or)
 - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
 - any official holding valid authorization for signing such agreements.

Appendix-B19A: FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No. _____

With reference to the Notice Inviting Tender, I / We (Name of the bidder) have gone through the tender documents more particularly the BEC clauses and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. It is further certified and confirmed that we have quoted the price within the limits specified in **BEC/ Price Schedule/BOQ** for various parameters such as mobilization charges, demobilization charges etc.

(Authorized signatory of bidder)
Seal:

Date:
Place:

Appendix-B19B: FORMAT FOR UNDERTAKING FOR AVAILABILITY OF SURVEY VESSEL & STREAMERS

FORMAT FOR UNDERTAKING FOR AVAILABILITY OF SURVEY VESSEL & STREAMERS

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No. _____

With reference to the Notice Inviting Tender, I/We, (Name of the Bidder), have gone through the tender documents more particularly the BEC clauses and noted the content therein. I/ We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. I/ We undertake and confirm that the survey vessel and streamers proposed for execution of the Services under the Contract shall be available for deployment in accordance with the requirements, timelines, and specifications stipulated in the Tender Documents.

(Authorized signatory of bidder)
Seal:

Date:

Place:

Appendix-B20: Certificate of Compliance of meeting Financial Parameters

Certificate of Compliance of meeting Financial Parameters
(To be submitted by bidder on its letter head)

Bidder hereby submits 'Certificate of Compliance' to the effect that the financial parameters of the bidder are equal to or more than the required value as applicable as per para B.2.6.0 – Financial Criteria of BEC-

Signature of Authorised Signatory

Name of Signatory:

Seal of the Bidder

Note:

- i) Bidder is required to submit Certificate of Compliance for meeting the financial parameters as per BEC.

Appendix-B21: FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY (*As the case may be*)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

Directorate General of Hydrocarbons (hereinafter referred to as DGH) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ [Parent Company/Subsidiary Company -(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder. Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to DGH for the full scope of work as envisaged in the tender document as a main bidder and liaise with DGH directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to DGH including extension if any and till satisfactory performance of the contract in the event the contract is awarded by DGH to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to DGH for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by DGH.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Parent Company/Subsidiary)

Company (Delete whichever not applicable)

M/s.
Witness:

M/s.
Witness:
1) 1)
2) 2)

Appendix-B22: PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED) DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

Directorate General of Hydrocarbons, having its Registered Office at Noida in the State of Uttar Pradesh, India, hereinafter called “DGH” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by DGH, submitted their bid number to DGH with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by DGH at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for DGH to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/**wholly owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by DGH, take up the job without any demur or objection, in continuation and without loss of time and without any cost to DGH and duly perform the obligations of the Company to the satisfaction of DGH.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and DGH.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and DGH. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (~~Delete whichever not applicable~~))

Witness 1:

Signature _____
Full Name _____
Designation _____
Address _____

Witness 2:

Signature _____
Full Name _____
Designation _____
Address _____

Company/Bidder:

M/s _____

Common seal of the Company

Appendix-B23: Public Procurement (Preference to Make in India) Order 2017

Public Procurement (Preference to Make in India) Order 2017” (MII) (as amended from time to time) of Department for Promotion of Industry and Internal Trade, read with Ministry of Petroleum & Natural Gas Notification dated 26.04.2022 on PPP-MII Order (as amended from time to time) :

1.	Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time, shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications as mentioned in MoPNG notification (as amended from time to time).
2.	<u>Definitions</u>
2.1	<p>'Local content ' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>In terms of DPIIT Circular No. P-45021/102/2019-BE-Part(1)(E-50310) dated 04.03.2021, the bidders offering imported products will fall under the category of Non local Suppliers.</p> <p>In terms of Ministry of Petroleum & Natural Gas Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022, Local value addition through services such as transportation, insurance, installation, commissioning, and training and after sales services support like AMC/ CMC etc. shall be considered in local content calculations.</p>
2.2	'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
2.3	'Class-II local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
2.4	'Non - Local supplier ' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II local supplier' under this Order.
2.5	'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
2.4	'Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
2.5	'Nodal Ministry ' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
2.6	'Procuring entity ' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

2.7	'Works' will also include 'turnkey works'/LSTK Contracts.
3	<p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers'</p> <p>(a) 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier', as defined under the Order, shall be eligible to bid.</p> <p>(b) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
3A	<p>Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>(b) In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:</p> <ol style="list-style-type: none"> Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder. <p>(c) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:</p> <ol style="list-style-type: none"> Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder. <p>(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p>

3B.	<p>Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:</p> <p>a) 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.</p> <p>b) If Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.</p> <p>c) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.</p>
4.	<p>Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.</p>
5.	<p>Margin of Purchase Preference: The margin of purchase preference shall be 20%.</p>
6.	<p>Verification of local content:</p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of INR 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.</p>

	d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
	e) Nodal Ministries and procuring entities may prescribe fees for such complaints.
	f) False declarations will be in breach of the tender conditions for which a bidder or its successors can be debarred for up to two years as per DGH Banning provisions along with such other actions as may be permissible under law.
	g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the PPP-MII Order issued by DPIIT (as amended).
	h) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.
7.	Reciprocity Clause
	i) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
	ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
8.	Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
8A	In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

Appendix-B24: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.M. No. No. F.1/4/2021-PPD dated 18.05.2023, as amended from time to time):

1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
 - a) **Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value.** Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
 - b) **Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:** These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) ***If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:***
- c (a):** Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder.
- c (b):** Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" –Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) ***Items reserved for both MSEs and Class-I local suppliers:*** These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for

these items. Hence the question of purchase preference does not arise.

- e)** Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Appendix-B25: GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA'

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard , including amendments from time to time ,are available at website <https://doe.gov.in/procurement-policy-divisions>)

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]

- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity *whose beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The *beneficial owner* for the purpose of (3) above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.
 Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has

ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6) **CERTIFICATE REGARDING COMPLIANCE:**

a) Bidders shall submit following certificate:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.”

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

- b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- 7) Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 8) ‘Agent’ mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

Appendix-B26: HSE EXHIBIT

1.0 GENERAL PROVISIONS

1.1 All defined terms in this Exhibit shall have the same meaning as set out in the Contract unless otherwise stated.

1.2 BIDDER shall develop and document a health, safety and environment Plan (HSE Plan) addressing the HSE risks specific to the Scope of Work set out in the Contract and the management of controls to eliminate, reduce or mitigate these risks.

1.3 The HSE Plan shall address the HSE risks of all phases of the Work through mobilization, execution and demobilization at each location where the Work will be performed (including but not limited to the office, factory, fabrication yard, construction site, vessel, offshore installations) known as the Site, and shall demonstrate how risks to all personnel have been identified and have been reduced to As Low As Reasonably Practicable. (ALARP).

1.4 The HSE Plan shall contain the list of HSE deliverables along with a schedule for their completion.

1.5 The HSE Plan shall be submitted to for review and acceptance **within thirty (30) days from LOA**.

1.6 DGH reserves the right at all times to audit and review BIDDER's facilities, services and/or performance of its activities in respect of compliance with the accepted HSE Plan for the Work.

1.7 DGH reserves the right to suspend the Work or any part thereof if BIDDER does not comply with the accepted HSE Plan at the risk of the BIDDER. Before any Work is suspended DGH shall liaise with BIDDER to allow BIDDER the opportunity to rectify any non-conformances within an acceptable timescale. Any suspension shall be carried out in accordance with the terms of the Contract.

1.8 Either party may, at any time, suspend the Work for HSE reasons; in such event where the BIDDER elects to suspend the Work, BIDDER shall immediately inform DGH in writing of those reasons, and provide details of actions taken to mitigate, reduce, or eliminate the reason.

1.9 The BIDDER is to adhere international standards relating to HSE and should have emergency response plan to mitigate any such eventuality.

1.10 Failure by BIDDER to adhere to, demonstrate compliance with or ensure BIDDER's Personnel comply with the DGH's HSE Exhibit or Standards may result in termination of the Contract.

2.0 PROVISIONS SPECIFIC TO HSE PLAN

2.1 HSE Training: BIDDER shall be responsible for, and implement, competency based HSE training of BIDDER's Personnel.

2.2 HSE Promotion and Awareness: BIDDER shall establish a mechanism for communication and feedback of HSE issues and performance among BIDDER's Personnel on the Site and to DGH.

2.3 HSE Professionals: BIDDER shall provide specialist HSE advice and supervision and respond to HSE issues. BIDDER shall provide sufficient numbers of experienced HSE supervisors on Site, covered by the Contract.

2.4 HSE Communications

2.4.1 BIDDER shall, where applicable, ensure before commencing operations pursuant to the Contract that all companies, organisations and communities that could potentially be affected by such operations have been notified and when/where necessary carried out a suitable consultation process. At the Site the BIDDER shall ensure that effective toolbox talks are undertaken. Where shift work is in operation clear communications between shift workers such as shift handover notes and face to face handover shall be enforced.

2.4.2 Where applicable, BIDDER's arrangements for emergency communications shall be integrated with the requirements of the DGH and/or the Site and/or local or national or international support services.

2.5 HSE Meetings Programme: BIDDER shall establish an effective structure and schedule for HSE meetings involving all BIDDER's Personnel assigned to the Work, to promote communication and involvement in HSE matters. DGH reserves the right to participate in such meetings.

2.6 PPE Requirements

2.6.1 BIDDER shall ensure that all workers are provided with all necessary PPE at the Site. This shall meet international standards.

2.6.2 BIDDER shall provide HSE reporting on fortnight basis as per agreed format between BIDDER and DGH.

Appendix-B27: TECHNICAL DETAILS OF EQUIPMENT/ PERSONNEL/ EXPERIENCE IN DATA ACQUISITION

TECHNICAL DETAILS OF EQUIPMENT/PERSONNEL/EXPERIENCE IN DATA ACQUISITION (TO BE PROVIDED SEPARATELY FOR DIFFERENT OFFERED VESSELS)

Please provide details of the following:

B.1. ENERGY SOURCE

Airgun/Sleeve Arrays

1. Type
2. Volume
3. Pressure
4. Number of guns per array
5. Number of gun sub arrays

Latest source characteristics for far field signature:

Volume (Cubic- Inch)	Working Pressure (psi)	Peak to peak amp. (bar-m)	Primary to bubble ratio (through an Out- 128Hz/72dB/octave filters)	Band Width (at 06-90 Hz within -12 dB)

Note:

1. Please enclose diagrams showing configurations of array(s) with volumes, dimensions and array directivity diagrams.
2. Dropout specification shall be included indicating critical guns for each array.
3. Signal and amplitude spectra of arrays with all relevant information such as source and hydrophone depths filter settings etc.
4. Description of system for controlling and monitoring gun depths.
5. Description of source array location system.

Gun Control System

1. Make & Name
2. Whether Graphic screen display is available
3. Can it provide listing of various parameters like delay & error values for all guns

B.2 SEISMIC STREAMER

1. Make & Type of streamer
2. Effective length of the streamer

3. No. of channels per streamer
4. Length of streamer section
5. Available Group Interval
6. Active Group Lengths
7. Sensor per group and configuration
8. Streamer Configuration

“Note: For normal operations, sufficient back up facility should be available onboard at any point of time.”

Seismic Electronic Module (Acquisition Modules)

1. Dynamic Range
2. Low Cut Filter
3. High Cut Filter
4. Sampling Rate

Depth Controller

1. Type
2. Number/Interval
3. Individually controllable
4. Accuracy

Depth Transducer

1. Type
2. Number/Interval
3. Accuracy
4. Monitoring/recording

Cable Compasses

1. Type
2. Number/Interval
3. Monitoring/Recording
4. Accuracy/Bias

Acoustics

5. Type
6. Number/Interval
7. Monitoring/Recording
8. Accuracy/Bias

Tail buoys

1. Type
2. Details of positioning system
3. Monitoring/Recording of feathering angle

Hydrophones

1. Make & Type
2. Model
3. Intrinsic sensitivity
4. Frequency

Geophones (In case of dual/multi sensor)

1. Make & Type
2. Model
3. Intrinsic sensitivity
4. Frequency

B.3 NAVIGATION SURVEY SYSTEM

B.3.1 DGPS EQUIPMENT

1. Fixed Receiver
 - a. Receiver type
 - b. Number of Channels
2. Mobile Unit
 - a. Receiver type
 - b. Number of Channels
- b) Differential Correction Carrier (Inmar-satellites)
 1. Format
 2. Frequency
 3. Update Rate (up to 4 seconds)
 4. Latency (upto 10 seconds)
 5. No. of ref. Stations and their maximum distance from prospect

B.3.2 INTEGRATED NAVIGATION SYSTEM

1. Type
2. Model
3. Make
4. Format for raw nav data (P2/94 or equivalent format)

B.3.3 HEADING SYSTEM

1. Type of Heading System (Gyro or GPS based)
2. Name & Make
3. System resolution in degrees

B.4 SEISMIC DATA RECORDING SYSTEM

1. Make, Type & Model
2. Number of channels
3. Number of auxiliary channels
4. Low cut filter
5. High cut filter
6. Recording Format
7. Recording media
8. Type of A/D Converter and resolution (24 bit required)
9. Sampling rates
10. Record length
11. Number of Cartridge drives

ONBOARD DISPLAYS

Camera/Recording Oscillograph

1. Type
2. Number of channels
3. Paper width
4. Normal display

Real Time Display System

1. Hardware & Software details
2. Manufacturer
3. Whether the system has following capabilities:
 - Display the operator defined offset ranges and analyse fold contributions
 - Accept source-receiver data auxiliary inputs

- Provide accurate real time steering information, for optimum trace steering for any user defined input.
 - Duplicate offset reduction as a user selectable option.
 - Apply operator selectable flex criteria in either the cross line or in line directions as a function of offset.
4. Whether hard copies of display can be made available?

Single Trace Recorder (STR) or equivalent System

Type/Manufacturer

Signal to Noise Ratio monitoring system

Type/Manufacturer

RMS amplitude monitoring system

Type/Manufacturer

Any other display system

Type/Manufacturer

B.5 NAVIGATION DATA PROCESSING

1. Hardware Details
2. Software Details
3. Plotting Capability
4. Format for post processed nav data

B.6 DETAILS OF EQUIPMENTS AND SOFTWARE TO BE USED FOR ONBOARD SEISMIC QC PROCESSING

1. System Configurations onboard
2. Details of complete Seismic onboard Processing Software Packages
3. System layout diagram
4. Display Capability

B.7 BIDDER'S KEY PERSONNEL

Details of Bidder's Key Personnel for Acquisition, Processing and Interpretation should be submitted as per detailed in Volume-I (Scope of Work).

Appendix-B28: GENERAL INFORMATION ABOUT SURVEY VESSEL

GENERAL INFORMATION ABOUT SURVEY VESSEL (To be submitted in respect of each vessel)

C.1 SURVEY VESSEL (S)

- Name
- Owner
- Year of built/rebuilt
- Port of Registry & No
- Call sign & Frequency
- Official No. / IMO Code No.
- Flag
- Length
- Draft
- Beam
- Hull
- Tonnage Gross/Net
- Engine & Generators (Make, Model & Capacity)
- Propulsion
- Cruising Range & Speed
- Fuel Capacity
- Water Capacity
- Endurance
- Bridge Equipment
- Radar
- Auto-Pilot
- Echo Sounder
- Communication Equipment
- Satellite Receiver
- Radio Telephone
- VHF
- Classification
- GDMSS

C.2 RADIO NETWORK SET (SSB, VHF & MARISAT ETC.)

- No. of sets which will be deployed
- Make
- Model & Type
- Frequencies
- Band width
- Range
- Radiated Power
- Type of emission
- Other specifications, if any

C.3 AUXILLIARY/OTHER EQUIPMENT

List to be provided with specifications

C.4 STANDBY EQUIPMENT & MAJOR ASSEMBLIES

List to be provided with specifications

C.5 SAFETY EQUIPMENT

C.6 GENERAL INFORMATION

- Years of experience and expertise on conducting 2-D Marine Geophysical survey.
- List of Countries and clients for whom similar services were rendered in past.
- Additional information, if any, may be furnished on separate sheet together with technical details etc.

Appendix-B29: PROFORMA FOR MOD CLEARANCE RESEARCH, SURVEY, EXPLORATION & EXPLOITATION OF RESOURCES IN MARITIME ZONES OF INDIA

(To be submitted only after award of contract)

FORM RSEE

PROFORMA FOR MOD CLEARANCE RESEARCH, SURVEY, EXPLORATION & EXPLOITATION OF RESOURCES IN MARITIME ZONES OF INDIA (MZI)

1	Name of the sponsoring organization / institution. The names of Director and research staff of the project with their biodata.	:	NOT TO BE FILLED BY THE BIDDER
2	Nationality	:	NOT TO BE FILLED BY THE BIDDER
3	Is the organization a government agency or a private institution? If private state if Government aided and to what extent?	:	NOT TO BE FILLED BY THE BIDDER
4	The nature objectives and description of the research project with complete schedules of the research project with complete schedules of activation.	:	NOT TO BE FILLED BY THE BIDDER
5	The precise geographical area. In which the activities are to be conducted including routes and ports to be used during such research.	:	
6	The proposed ship's track showing the sequence of each leg to be traversed is to be indicated from time the ship leaves the last foreign port until it arrives at the next foreign port (Attach copy of Chart).	:	
7	The complete schedule of activities, including the expected dates of commencement and termination of the research project the dates of laying and	:	

			recovery of observation buoys and their positions, arrival and departure or removal and departure of removal of personnel, installations, vessels and other equipment to be used.		
8	Particulars of the vessel/platform to be used	:			
			a) Name	:	
			b) Type	:	
			c) Signal letters	:	
			d) Length:	:	
			e) Draught:	:	
			f) Tonnage:	:	
			g) Speed (if applicable): (i) Economical: (ii) Maximum:	:	
			h) Endurance (if applicable): (i) Means of propulsion (Diesel, Steam, Nuclear): (ii) Name of the Commanding Officer(s) / Senior Officer Rank, Seniority: (iii) Number of officers (Attach nominal roll): (iv) Number of sailors (Attach nominal roll):	:	
9	Details of the equipment to be used for research. Make and capabilities of the equipment to be given:-	:			
			a) Bathymetric, echo sounder, Precision Depth Recorder, current & salinity measuring equipment, etc.	:	
			b) Magnetic	:	
			c) Gravity	:	
			d) Geological	:	
			e) Biological	:	
			f) Chemical	:	
			g) Seismic	:	
			h) Meteorological	:	
			i) Physical (Temperature, current, conductivity etc)	:	
			j) Navigational Radar, Loran, Omega, Inertial, Satellite Receivers etc.	:	

	k) Radars other than Navigational radars fitted, purpose, function, make, model and frequency band.	:	
	l) Electronic devices, e.g., Instantaneous Frequency measurement and analyzer equipment fitted on board purpose, frequency, coverage etc.	:	
	m) Radio communication transmitters/receivers and D/F number, power output and frequencies covered	:	
	n) Data logging and processing equipment type and details of computer and interfaces.	:	
	o) Sonar and TV equipment, acoustic monitoring and frequency analyzers fitted on board purpose, frequency and brief description.	:	
	p) Oceanographic and Hydrographic Winches	:	
	q) Any other items of underwater research such as CTD probes, submersibles etc.	:	
10	Particulars of Submersible (to be deployed)	:	
	a) Propulsion details Propulsion details	:	
	b) Max operating depth	:	
	c) Whether Manual or remotely operational/Crew Capacity etc.	:	
	d) Instrumentation/Type of Sensors onboard	:	
	e) Communication Channels	:	
	f) Purpose of deployment	:	
	g) Duration of deployment / Periodicity etc.	:	
11	(a) How many Indian research personnel/ observers, is to the organization prepared to associate with the project and/or embark on the vessel/ platform on a no cost basis.	:	
	(b) Will the Indian research personnel be permitted and assisted to handle the equipment fitted on board, record	:	

	observations or gather samples?		
12	Is the organization prepared to accept any temporary installation of Indian equipment on board the research vessel at the expense of the Government of India?	:	
13	The under mentioned undertaking is to be provided by the organization.	:	

I/We hereby undertake:

- a) To engage in only bonafide activities as permitted by the GOI.
- b) To associate Indian scientists/observers nominated by GOI with the activities and afford them all facilities, on a no cost basis
- c) To provide raw & processed data to the GOI/ authorized agency on completion of each phase of the programme and the final results on conclusion of the project.
- d) That data collected and analysis thereof, shall not be published or disseminated to any third party, without prior concurrence of the GOI
- e) To provide GOI with periodical reports as prescribed by GOI on the progress of the project.
- f) To make no changes or alterations in the programme/project, as approved by the GOI, without, it's express approval.
- g) To submit all vessels / platforms for inspection by GOI/authorized agencies prior to their deployment in the MZI, or at any time, thereafter as desired by the GOI.
- h) To communicate on channels authorized by the GOI and transmit/disseminate real time data only with prior concurrence of the GOI.
- i) That the subject research shall not provide or form any basis (both legal or any other) for any claim on the sea area or part thereof, or its resources (both living and non-living) in the MZI.
- j) To abide by all terms and conditions stipulated by the GOI and its exclusive right to terminate the programme/project, at its discretion, at any time.
- k) To provide GOI with any additional information or details as may be required from time to time.

Seal & Signature of Applicant

Appendix-B30: CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered in to this _____ day of _____ between DGH having its registered office at NOIDA, Uttar Pradesh, PIN-201301, India (hereinafter, referred to as "DGH", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) and _____ a company registered under the _____ Act, _____ and having its registered office at _____ (hereinafter referred to as "_____" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees).

Both DGH and _____ are collectively referred to as the "parties" and individually as the "Party". The term "Disclosing Party" refers to the party disclosing the Confidential Information and the term "Receiving Party" refers to the Party receiving the Confidential Information.

WHEREAS

A) DGH and _____ have expressed interest in participating in the specific project (s) identified on Exhibit A (the "Project" or "Projects").

B) The parties recognize that it will be necessary for DGH and _____ to provide each other with proprietary and / or Confidential Information relating to field data, business practices, forecasts, cost estimates, market studies, environmental items and other issues related to the project(s), all or a portion of which may be proprietary and / or confidential to the Disclosing Party.

C) Each Party may disclose proprietary and/or Confidential Information including but not necessarily limited to, field data, maps, models and interpretation, feasibility/ detailed feasibility studies, design basis, cost estimate report, market survey report, MOU and any other information, as may be agreed by the Parties during the course of evaluation. Such disclosure of proprietary and / or Confidential Information shall be at the absolute discretion of the Disclosing party. It is agreed that any disclosure of proprietary and / or Confidential Information will be made under the following terms and conditions.

NOW THEREFORE, the Parties hereby agree as follows:

1. Proprietary and/or Confidential Information submitted to the Receiving party must be in writing and identified as proprietary and / or confidential, or if orally disclosed, be identified as proprietary and/or confidential at the time of disclosure and subsequently outlined and confirmed as proprietary and / or confidential in writing to the Receiving party within 30 days (Thirty Days) of the disclosure. All such proprietary and / or Confidential Information is hereafter referred to as "Confidential Information".

2. For a period of 10 years from the date of execution of this Agreement, each party agrees that:

A) The Receiving party shall hold in confidence all Confidential Information that it has received from the Disclosing party.

B) The Receiving party shall not make disclosure of Confidential Information to any third party without, prior written approval of the Disclosing party. For the purposes of this Agreement, a third party is defined, as (a) any party that is not a signatory to this Agreement and (b) any party that is not an Affiliate of a Party. Affiliates shall mean (i) any company or legal entity in which a Party now or hereafter (a) owns or (b) controls; or (ii) any company or legal entity which controls the Party ("Parent Company") and any other company or legal entity which such Parent Company controls, where "Control" means to own directly or indirectly, more than fifty percent (50%) of the stock having the right to vote or appoint its directors. The Receiving party shall be entitled to disclose the Confidential

Information to any professional consultant or agent retained by the Receiving party for the purpose of evaluating the Confidential Information after prior written approval at the Disclosing party. Under such disclosure of Confidential Information to third parties including consultants, the Receiving party shall obtain an undertaking of confidentiality, in the same form and content as this Agreement from them.

C) The Receiving party shall not use the Confidential Information for any other purpose except for the purpose of evaluating the project/ (s).

D) Same as provided at Article 2B above, the Receiving party shall not in any manner divulge, release, reveal, display, discuss, impact, furnish, disclose or otherwise make known or accessible the Confidential Information or any part thereof to any judicial or natural person other than such of its and its Affiliates employees who have a clear need to know the, Confidential Information in order to evaluate the project/ (s). The Receiving party shall ensure that its employees, to whom the data/information is disclosed will abide by the terms of this Agreement and will not use or disclose information except in accordance with this Agreement.

E) The Receiving party shall maintain appropriate standards to ensure, the confidentiality required hereunder, including such reasonable care as shall be consistent with the efforts the Receiving party regularly exercise with respect to the preservation of its own confidential data and information.

3. Notwithstanding clause 2 herein, the obligation assumed by each Party shall not apply to any Confidential Information which:

- a. is at the time of disclosure available to general public; or
- b. becomes available to the general public through no fault or failure of Receiving party at the time of disclosure by the Disclosing party; or
- c. the Receiving party can demonstrate, was in its possession before disclosure by the Disclosing party; or
- d. the Receiving party can prove to have independently developed without using the data/ information provided by the Disclosing party; or
- e. is required to be disclosed to Government/ controlling agencies/ statutory authorities as per laws of the country.

4. All disclosure of Confidential Information by the, Parties to each other will be in accordance with the terms and conditions of this Agreement, failing which the Party breaching such terms shall be liable for any and all damages to the Disclosing party arising out of a breach or threatened breach of any of the terms or conditions of this Agreement. Provided, however, in no event shall either Party be liable hereunder for special, punitive, indirect or consequential damages resulting from or arising out of this agreement, including, without limitation, loss or profit or business interruption, from any cause, including the fault or negligence of such Party.

5. The Parties recognize that there may be proprietary and/ or Confidential Information, which are bound by the relevant secrecy and/ or non- disclosure agreements with third party(s). In the event that it is deemed necessary to disclose such proprietary and/ or Confidential Information, the Disclosing party shall seek prior consent of such third party(s), and the Receiving party may be required to enter into substantially similar secrecy and/ or non-disclosure agreement with the said third party (s).

6. The Parties agree that the Confidential Information is provided on an "as is" basis and the Disclosing party makes no warranty, express or implied or representation as to the accuracy of the data or its fitness for use for any purpose whatsoever. The Disclosing party shall not be liable for any costs, losses, damages or expenses resulting from any inaccuracy or omissions in the Confidential Information whether or not caused by error or negligence on the part of Disclosing Party.

7. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof through mutual consent upon giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall return all the original Confidential Information and shall destroy all copies and reproductions (both written and electronic) in its possession and the possession of persons to whom it was disclosed pursuant to Article 2 hereof.

8. In the event that the Receiving party decides not to proceed with any of the project(s), the Receiving Party shall promptly return to the Disclosing party all Confidential Information supplied and destroy all copies etc. in the manner prescribed at Article 7 hereof.

9. The Receiving Party undertakes that neither it nor any of its affiliates shall compete with the Disclosing Party for the project for which Confidential Information has been disclosed.

10. This Agreement shall be superseded upon the signing of the agreements by DGH and _____ for specific projects and any Confidential Information disclosed under this Agreement shall be governed by suitable clause of that agreement, unless otherwise provided in the agreement itself. However, for other projects, this secrecy Agreement will remain valid.

11. Nothing in this Agreement shall be construed to grant a party any privilege rights or licence under any intellectual property or trade secrets of another party.

12. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the Disclosing Party's interests in the project/ (s).

13. Any dispute, controversy or claims arising out of or related to this Agreement or the breach, termination or invalidity shall be endeavoured to be amicably settled by the parties, failing which the Parties shall have recourse to the courts of India.

14. This Agreement shall be governed by and construed in accordance with the laws of India.

15. This Agreement shall be valid for a period of 10 years from the date of signing hereof.

16. This Agreement may be terminated by either Party by serving 30 days notice and in such case all Confidential Information exchanged shall be returned back. After termination or expiry of this Agreement the obligation of confidentiality shall remain valid for a period of 3 years.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

For and on behalf of For and on behalf of
DIRECTORATE GENERAL OF HYDROCARBON (DGH)

By
Name
Designation

For and on behalf of
HYDROCARBON (DGH)
By
Name
Designation

Witness:

By
Name
Designation

Witness:

By
Name
Designation

SECTION-IV: Price Bid Format/BOQ/Price Schedule

PROFORMA FOR PRICE BID PART A: Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic Data

S.No	Item Description	Quantity	Units	Currency	Unit Rate (excl. taxes)	GST%	Total (incl. GST)
A1	2D Seismic Data Re-processing (PSTM)	43000	LKM	INR			
A2	2D Seismic Data Re-processing (PSDM)	43000	LKM	INR			
A3	3D Seismic Data Re-processing (PSTM)	23000	SQKM	INR			
A4	3D Seismic Data Re-processing (PSDM)	23000	SQKM	INR			
A5	2D Seismic Data Interpretation	43000	LKM	INR			
A6	3D Seismic Data Interpretation	23000	SQKM	INR			
A7	Submission of report with recommendation for exploration, prospect analysis, calculated oil & gas volume, prospect ranking and prospect risking	1	Lumpsum	INR			
PART A TOTAL							

PROFORMA FOR PRICE BID PART B: 3D Broadband Seismic Data Acquisition, Processing & Interpretation (API)

S.No	Item Description	Quantity	Units	Currency	Unit Rate (excl. taxes)	GST%	Total (incl. GST)
B1	3D Seismic Data Acquisition						
B1.1	Mobilization Charges	1	Lumpsum	INR			
B1.2	Demobilization Charges	1	Lumpsum	INR			
B1.3	Standby charges (effective complete 14 full days, kindly refer Section – IV, Clause 1.3)	14	Day	INR			
B1.4	3D Seismic Data Acquisition charges	10000	SQKM	INR			
B2	3D Seismic Data Processing						
B2.1	3D Seismic Data Time Processing (PreSTM)	10000	SQKM	INR			
B2.2	3D Seismic Data Depth Processing (PreSDM)	10000	SQKM	INR			
B3	3D Seismic Data Interpretation						
B3.1	3D Seismic Data Interpretation (Time), Velocity modelling, Depth Conversion including interpretation report.	10000	SQKM	INR			
PART B: TOTAL (M)							
B4	Required Government Investment in percentage	XX %					
	Government Investment in Part-B (N = XX% of M)						

OVERALL TOTAL (PART A TOTAL & GOVERNMENT INVESTMENT PART B)	
--	--

1	Applicable to foreign bidders only
1.1	Name & address of the Indian Agent, if any
1.2	Indian Agent commission, if any (included in quoted price)
2	Notes
2.1	Upper Limit of Mobilization Charges: Mobilization charges should not exceed 10% of Total Evaluated Price. Excess amount, if any will be withheld and paid at the end of seismic data acquisition and demobilization.
2.2	With regard to demobilization charges, higher of (i) quoted demobilization charge or (ii) 10% of total offered price shall be withheld and paid at the end of seismic data acquisition and demobilization.
2.3	The standby charges will be paid at the daily rate prorated (24 hours a day basis) to the nearest half hour.
2.4	Bidder should fill up the applicable GST percentage in the above table, as per applicable GST laws.
2.5	The data acquisition rates shall be inclusive of all costs for pre-survey Bathymetry survey, cost of acquisition, processing of DGPS positioning data and preparation of post plots of survey lines including all costs for DGPS Navigation system as primary.
2.6	DGH shall withhold 10% of the acquisition charges from the invoice value on each occasion. It will be released only when data acquisition, Processing and Interpretation is completed and complete data set with all the reports have been delivered to DGH at its designated premises within India.
2.7	For the purpose of evaluation of price bid the quoted cost of Part A and government funding to part B will be considered.
2.8	The total value of Part A shall not exceed fifteen percent (15%) of the aggregate value of [Part A Total + Part B: Total (M)]. In the event that the total value of Part A exceeds the aforesaid limit of fifteen percent (15%), Bid will be evaluated as per clause B.2.8 of BEC.
2.9	The bidder can quote maximum percentage for B4 (Required Government investment in percentage) not more than 60%. If quoted more than 60%, the bid will be evaluated at maximum 60%.

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

BIDDER has to quote their rates in Price Bid as per the above Price-Bid Format considering the following stipulations. Payment shall be made for the actual Work done. All Day Rate Charges shall be pro-rated to nearest half hour

1.0 3D SEISMIC DATA ACQUISITION:

1.1 MOBILIZATION CHARGES

BIDDER shall quote lump sum **MOBILIZATION CHARGES** not exceeding 10% (Ten percent) of the total estimated contract cost as per price bid format. **MOBILIZATION CHARGES** shall be paid only for one seismic vessel one time only during the period under this contract. Excess amount, if any will be withheld and paid at the end of seismic data acquisition and demobilization.

1.2 DEMOBILIZATION CHARGES

BIDDER shall quote lump sum **DEMOBILIZATION CHARGES**. The **DEMOBILIZATION CHARGES** shall only be released after successful completion of Seismic Data Acquisition and submission of complete deliverables duly accepted by DGH. With regard to demobilization charges, higher of (i) quoted demobilization charge or (ii) 10% of total offered price shall be withheld and paid at the end of seismic data acquisition and demobilization.

1.3 STANDBY CHARGES :

1.3.1 Standby Charges are applicable for lost time due to:

a) Deployment of vessel (s), if directed by the DGH, for purpose other than scheduled seismic surveys or other calibrations, over and above industry standards and practices or if the survey is temporarily suspended or if vessel(s) is displaced due to any modification or cancellation of such scheduled plan by DGH.

b) Excessive streamer feather caused by environmental conditions. BIDDER shall refer the matter to DGH's representatives when contractual specifications on streamer feathering are exceeded and the DGH's representative will decide whether to continue or suspend the operations.

Severe weather certified by on-board DGH's representative such that the survey operations are interrupted due to the streamer noise parameters being exceeded. BIDDER will refer the matter to the DGH's representative for agreement whether to continue or suspend the operations.

c) Interference due to fishing and naval activities. This time will include the time it will take to re-start the production if the seismic vessel(s) is forced to stop production as a result of the interference.

d) Interference from drilling activity or any other vessel(s) associated with drilling activity or seismic vessel(s) of other BIDDERS, which cause acoustic noise exceeding the contract noise specifications.

e) Extended line changes, if any, due to fixed structures.

Note: THE STANDBY CONDITION AS INDICATED ABOVE SHALL BE SUBJECT TO THE FOLLOWING:

(i) In case of stoppage of work as per clause no. 1.3.1 (a) to (e) as elucidated above, DGH shall pay stand by charges as per price schedule for the number of days as indicated in table below:

Total Standby Days	Breakup of Total Standby Days		
	Days at Full Standby rate	Days at 2/3 rd of Standby rate	Days at 1/3 rd of Standby rate
21 (Calendar Days)	First 7 Days	Next 7 Days	Subsequent 7 Days

Standby charges shall be as per actuals and shall not exceed the equivalent of 14 full days' payment, calculated as follows: the first 7 days at 100% payment, the next 7 days at two-thirds (2/3) payment, and any additional 7 days at one-third (1/3) payment, resulting in a total maximum liability equivalent to 14 full days' payment.

- (ii) No standby charges shall be payable beyond above mentioned standby days during the entire period of contract.
- (iii) Standby charges are payable during the data acquisition period only. No standby charges shall be payable beyond the last day of data acquisition within the contract period and also during data acquisition in extended contract period, if any.

1.3.2 DGH shall not pay any charges including standby charges for vessel(s) component and personnel for:

- a) Time spent at port during routine port calls arranged by BIDDER for change of crew, receiving supplies and time spent in voyage between port and work area.
- b) Work stoppage due to break-down of vessel(s) or equipment or any other factors for which DGH is not responsible.
- c) Time spent to conduct industry standard tests/calibration on all systems and equipment to ensure proper functioning of all systems prior to the start of survey.
- d) Time spent on line changes anywhere within the area mentioned in Scope of Work
- e) Work stoppage ordered by DGH's representative on board for non-compliance with quality Standards.
- f) Time spent for paying out/in of gun arrays and streamer, reconfiguration of streamers and source, balancing of the streamer, periodic routine instrument checks and calibrations, to meet the requirements of work standards. Time spent on normal industry standard testing and calibration of all equipment. Such testing should include daily and monthly instruments tests, gun pulse monitoring, cable depth indicator calibration, navigation system calibration, cable positioning system calibration and other industry standard routine tests.
- g) Time spent at port for initial security checks, custom clearance of the survey vessel(s), data drops and any other statutory requirements applicable under Government of India's Rules and Regulations.
- h) Suspension of work (Work Stoppage) during normal tides and currents in the Survey area and suspension of work due to bad weather conditions, if any, due to monsoon.
- i) Time spent for processing of recorded data for QC on board.
- j) Standby charge shall not be payable if the BIDDER continues the data processing job on board the vessel(s) for QC purpose after completion of data acquisition.

1.3.3 Standby time will not be applicable until the vessel(s) has been accepted and mobilization is completed.

1.4 3D SEISMIC DATA ACQUISITION

For 3D Broadband seismic data acquisition, the chargeable CMP LKM is defined as:

The number of acceptable shots of prime sail line X the shot point interval X No. of streamers X 2 (dual source)

The payment will be restricted for full fold coverage within the Full fold boundary area only.

No payment shall be made for run-in/run-out and overlap shots.

The data acquisition rates shall be inclusive of all costs for pre-survey Bathymetry survey, cost of acquisition, processing of DGPS positioning data and preparation of post plots of survey lines including all costs for DGPS Navigation system as primary.

2.0 3D SEISMIC DATA PROCESSING:

2.1 3D SEISMIC DATA TIME PROCESSING (PreSTM)

Charges for Time processing of 3D seismic data up to Pre STM per SQKM. Basis, as per the Processing Sequence defined in '**Scope of Work**' of this tender.

2.2 3D SEISMIC DATA DEPTH PROCESSING (PreSDM) (F):

Charges for Depth processing of 3D seismic data up to Pre SDM per SQKM. Basis, as per the Processing Sequence defined in '**Scope of Work**' of this tender.

3.0 3D SEISMIC DATA INTERPRETATION:**3.1 3D SEISMIC DATA INTERPRETATION (TIME), VELOCITY MODELLING, DEPTH CONVERSION (3A):**

Charges for 3D seismic data interpretation (time) per SQKM, Velocity Modelling, Depth Conversion as per '**Scope of Work**' of this tender.

SUBMISSION OF REPORT WITH RECOMMENDATION FOR EXPLORATION, PROSPECT ANALYSIS, CALCULATED OIL & GAS VOLUME, PROSPECT RANKING AND PROSPECT RISKING (3B):**3.2 Submission of Report with recommendation for exploration, Prospect analysis, calculated Oil & Gas Volume, prospect ranking and prospect risking, Lum-sum Charges payable as per 'Scope of Work' of this tender.**

*****END OF SOR/BOQ*****

SECTION-V: E-Bidding Instructions for CPP Portal

E-tendering Instructions to Bidders

General:

These are the special Instructions (for e-Tendering) as supplement to “Instruction to Bidders” as available in Section-II of the tender document. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**

(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

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

2. Broad outline of activities from Bidders prospective:

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

3. Digital Certificates:

For participation in e-tendering, it is mandatory for all bidders to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above (in the name of person who will sign the Bid), issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

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

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

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

- (I) Submission of Bid Security/EMD.
- (II) Submission of digitally signed copy of Tender Documents/ Addendum/ Corrigendum.
- (III) Two Envelopes.
 - Techno- Commercial Bid
 - Financial Bid

6. Offline submissions of some documents:

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

- i. Online Transaction details/Bank Guarantee towards EMD.
- ii. Any other document, if specified, in the tender.

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

Note:

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

7. Other Instructions:

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

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

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

Appendix-B31: Bid Matrix

	Bid Matrix		
	Name of the bidder:	To be filled by the Bidder	
BEC clause	Technical / Commercial BEC evaluation questionnaire	Fill 'Confirmed' / 'Not Confirmed' / 'Not Applicable'	Provide reference page number/ name of uploaded document in the unpriced bid
B	TECHNICAL REJECTION CRITERIA		
B.1	The following vital technical conditions should be strictly complied with failing which the bid will be rejected: Bid should be complete and covering the entire Scope of Work as detailed in Volume –I of the bid document /, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.		
1.0			
2.0	Eligibility and experience of the bidder. The Bidder must have the following experience in the last Seven (07) years reckoned from the Original Bid Closing Date: Acquisition: i. The bidder must have minimum experience of carrying out at least 50% offshore 3D seismic data acquisition volume (as per SoW, Volume – I, Part B) Processing: ii. The bidder must have successfully completed “Pre-Stack Time Migration (PSTM)” processing of at least 50% offshore 3D seismic data processing volume (as per SoW, Volume – I, Part A) iii. The bidder must have successfully completed “Pre-Stack Depth Migration (PSDM)” processing of at least 50% offshore 3D seismic data processing volume (as per SoW, Volume – I, Part A) iv. The bidder must have successfully completed “Pre-Stack Time Migration (PSTM)” processing of at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A) v. The bidder must have successfully completed “Pre-Stack Depth Migration (PSDM)” processing of at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A) vi. The bidder must have successfully completed Full Waveform Inversion (FWI) for velocity model building for		
2.1 (a)-I			

	<p>at least 50% offshore 2D seismic data processing volume (as per SoW, Volume – I, Part A)</p> <p>Interpretation:</p> <p>vii. The bidder must have successfully completed seismic data interpretation at least 50% of quoted offshore 3D seismic data interpretation volume (as per SoW, Volume – I, Part A)</p> <p>viii. The bidder must have successfully completed seismic data interpretation at least 50% of quoted offshore 2D seismic data interpretation volume (as per SoW, Volume – I, Part A)</p> <p>For technical evaluation, pertaining to clause no. B.2.1(a)-I (i to viii), one (01) SKM of 3D marine seismic will be considered equivalent to Forty (40) LKM of 2D marine seismic. For example, if Bidder has experience of 2D Marine seismic of 1000 LKM and 3D Marine Seismic of 50 SKM, then the experience of the bidder will be equal to 3000 LKM (i.e., $1000+50*40$).</p> <p>The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under BEC clause under (i-viii) above subject to condition that the relevant service has been satisfactorily completed.</p> <p>Note: In case any contract, for which experience as per BEC clause B.2.1 (a)-I is claimed has started before the period of last Seven years as above and has been completed in the last Seven years as above, then such contracts will also be considered to the extent of quantum of work (In Sq. Km or LKM) acquired in the stipulated period of seven years provided the same is supported by documentary evidence from the user / client.</p> <p>To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts/satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:</p> <p>v. Satisfactory completion/performance report (OR)</p> <p>vi. Proof of release of Performance Security after completion of the contract (OR)</p> <p>vii. Proof of settlement / release of final payment against the contract (OR)</p> <p>viii. Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.</p> <p>Bidder should submit an experience statement as per the format given at Appendix-B16.</p>		
2.1 (a)-II	<p>In case the bidder is a Consortium of Companies, the following requirements shall be complied with:</p> <p>(a) Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by</p>		

	<p>the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.</p> <p>(b) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the DGH, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the technical bid, failing which the bid will be summarily rejected.</p> <p>(c) The leader or any member of the consortium independently on their own shall satisfy the minimum experience requirement in respective domain (Acquisition, Processing and Interpretation)</p> <p>(d) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.</p> <p>(e) Only the leader of the consortium shall register against the tender in CPP portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(f) The Bid Security shall be in the name of the Leader of the Consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>(g) The leader of the consortium on behalf of the consortium shall coordinate with DGH during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and the Leader shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.</p> <p>(h) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p> <p>(i) Payment shall be made by DGH only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(j) In case of consortium bids, the bid shall be signed by the leader of consortium. The power of attorney from each member</p>		
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	<p>authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.</p> <p>(k) Documents/details submitted with the bid pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>(l) <u>Constitution of Consortium:</u> The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, the bid of such a consortium shall be liable for rejection.</p> <p>m) <u>Signing of Contract:</u> In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>n) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>o) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>p) The MOU/Agreement should be legally valid i.e. it should be on non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.</p>		
2.1 (a)-III	In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act, 1956 and any amendments thereunder, then the		

	<p>technical experience criteria laid down in the Technical BEC should be met as under:</p> <p>(i) The Joint Venture Company by itself should meet the experience criteria or</p> <p>(ii) Any Partner in the Joint Venture Company having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting Company of the JV Partner for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.</p> <p>(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV has qualified, shall be submitted with the techno commercial bid stating the they shall maintain minimum 26% shareholding in the JV till the execution of the contract.</p>		
2.1 (a)-IV	<p>IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</p> <p>Offers of those bidders (other than JV/Consortium) who themselves do not meet the experience criteria as stipulated in clause nos. 2.1 (a)-I above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per format enclosed as Appendix-B21) and also a parent/subsidiary Guarantee (as per format enclosed as Appendix-B22) to DGH for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>Note:</p>		

	<p>(i) In the situation mentioned in Clause No. 2.1 (a)-IV above, following conditions are required to be fulfilled/documents to be submitted: A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>(ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as Appendix-B12), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by DGH due to non-performance of the contractor.</p> <p>(i) Bidders quoting under the categories as mentioned under Clause no. 2.1 (a)-IV above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per Appendix-B15 in this respect to be submitted as part of technical bid.</p>		
2.2	Details of experience and past performance of the bidder and incorporated joint venture partner /consortium partners/parent subsidiary, on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at para 2.1 (a)-I above.		
2.3	Indian companies/ Joint Venture companies (Incorporated JV):- Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for		

	technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening.		
3	The requirement is for minimum one (01) seismic vessel and for minimum eight (08) streamers. Bidder should provide an undertaking to deploy Minimum one (01) seismic Vessel and minimum eight (08) streamers. However, Bidder may offer any number of vessel(s) and streamer(s) for quoted job.		
4	The bidder must furnish details of the survey vessel & streamers within sixty (60) days from the date of approval of the seismic data acquisition area by DGH or before the commencement of seismic data acquisition whichever is earlier. The bidder needs to provide an undertaking as per Appendix-B19B along with techno-commercial bid that vessel conforming to the requirements stated in SoW will be made available.		
5	Vessels(s) and streamers offered by the bidder should fully comply with technical specifications outlined in Appendix-B28 of this document and bidder should be able to provide the services as mentioned in the scope of work of tender document.		
6	The Bidder(s) should submit operation plan indicating mobilization schedule and data acquisition schedule along with vessel & streamer details as referred in BEC Criteria Clause 4		
7	<p>(A) The offered vessel(s) and streamer(s) should have valid statutory certificates and should meet the class requirement and should comply with IMO codes during the contract period. The bidder shall give an undertaking stating that the same shall be renewed and kept valid throughout the currency of the contract.</p> <p>(B) In addition to above, the bidders are required to submit a copy of the following statutory certificates for offered vessel(s) and streamer(s):</p> <p>Certificate of Registry or nationality certificate.</p> <p>The date of issue of certificates will be considered for evaluation of the age of the vessel. In case the vessel has been re-registered under a new name or flag, the 'first certificate of registry' would be considered for evaluation of age of the vessel. The age of the offered vessels during the entire work execution period shall be less than 24 years.</p> <p>(C) The bidder is required to submit an undertaking that Vessel offered should comply with DG Shipping development circular No 1 of 2008 dated 25.04.2008 (including amendments) related to revised guidelines for chartering of vessels.</p> <p>(A), (B) & (C) shall be submitted along with vessel & streamer details as referred in BEC Criteria Clause 4</p>		

8	<p>CLEARANCES</p> <p>The bidders are required to submit an undertaking (on letter head of the Bidder as per format enclosed at Appendix-B14) along with the techno-commercial (un-priced) bid that he would obtain MOHA, MOD, DG shipping & for all other necessary clearances for deployment of vessel(s) & equipment to fulfil the contract conditions.</p>		
9	<p>EXPERIENCE OF KEY PERSONNEL:</p> <p>a) The key personnel and crew should be experienced, skilled, professionally competent and suitably trained to carry out 2D broadband seismic data acquisition with offered data acquisition technology as per the scope of work.</p> <p>b) The key personnel should be experienced, skilled, professionally competent and suitably trained to carry out Acquisition, Processing & Interpretation (API) of 3D Seismic Data with data acquisition, processing & interpretation technology as per the scope of work.</p> <p>c) The key personnel should have experience specified as per scope of work.</p> <p>d) Experience of the experts proposed to be deployed shall be as per the above specified conditions. The bidder shall take prior approval of DGH in respect of experts proposed to be deployed for the jobs of data acquisition. In this regard, Bidder shall submit an undertaking as per Appendix-B15 along with the techno-commercial bid. DGH shall have full authority to allow or deny deployment of any expert based upon experience and suitability of an expert for a given job.</p> <p>d) In case the number of experts as at a) above fall short, then DGH may stop the work till such time the specified number of experts are deployed. Consequences of any delay in project completion due to such stoppage of work shall be borne by the BIDDER.</p>		
B.2	<p>Commercial rejection criteria</p> <p>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:</p>		
B.2.1	<p>The bid along with all appendices and copies of documents (including scanned copies of the documents required in physical form) should invariably be submitted through CPPP before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>The password protected e-bids (Techno-commercial / Price bids), which require the password to open the file, will not be considered.</p>		

	<p>The Techno-commercial bid shall contain all details without indicating prices of the quoted items. However a suitable response shall be selected of the given options against each item of the format at Section IV to indicate that there is a quote against that item in the Price Bid/BOQ. The Price bid shall contain only the prices duly filled in the on-line price format of CPPP. Bidders shall necessarily use the same excel sheet for price bid. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> <p>However, Bidder shall submit the following original documents offline to HOD (NDR) at Directorate General of Hydrocarbons office in Noida, before the date and time of closing of bids specified in NIT, in a properly sealed envelope:</p> <p>i) Bid Bond (Original) ii) Any other document, if specified, in the tender.</p> <p>The envelope shall bear the name of the firm, Physical documents against e- Tender No. _____, name of work and the phrase "Do Not Open Before (Due date & time of opening of tender)"</p> <p>Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/ delivered elsewhere or late.</p>		
B.2.3	<p>Acceptance of terms & conditions :</p> <p>The bidder must confirm unconditional acceptance of General Conditions of Contract and, Special Conditions of Contract at (Volume-III) and Instruction to Bidders at Section II of Volume-II as well as the instructions contained in the bid document.</p>		
B.2.3.1	<p>Bidder should confirm their acceptance that they comply with the provisions with regard to "Guidelines for eligibility of a 'Bidder from a Country which shares a land border With India' " as detailed at Appendix-B25. Bidder should also submit the requisite certificate as mentioned.</p>		
B.2.4	<p>Offers of following kinds will be rejected:</p> <p>(a) Offers made without Bid Security/Bid Bond/Bank Guarantee/Earnest Money Deposit along with the offer.</p> <p>(b) Offers not submitted in e-form through CPPP.</p> <p>(c) Offers made by Agents/ Consultants/ Retainers/ Representatives/ Associates of foreign principals.</p> <p>(d) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.</p> <p>(e) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.</p>		

	<p>(f.i) Offers which do not conform to DGH's 'online price bid format' as given in the CPPP.</p> <p>(f.ii) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them.</p> <p>(g) Offers which do not confirm to the mobilisation period indicated SCC.</p> <p>(h) Offers which do not confirm to the contract period indicated in the Scope of Work.</p> <p>(i.i) Non-submission of Integrity Pact along with the bid, duly signed by the same signatory who signs the bids even after giving an opportunity after opening of techno-commercial bids.</p> <p>(i.ii) Offers of the bidders violating the provisions of Integrity pact</p> <p>(j) The bidder not confirming availability of offered vessel at least one day prior to opening of price bids.</p> <p>(k) Offers not accompanied with a copy of valid GST registration certificate.</p> <p>In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same <u>at least two weeks before submission of first invoice</u>.</p> <p>(Not applicable for supply of Service by foreign service provider providing services from outside India who do not have any fixed place of business or residence in India. Such bidder shall provide undertaking to that effect)</p> <p>(l) Offers not accompanied with an undertaking to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling DGH to avail Input tax (GST) credit. (Not applicable for the bidder who are under composition levy)</p> <p>(m) Offers not accompanied with a declaration as per Appendix – B4</p> <p>(n) Offers submitted without undertaking on Limiting of charges as per Appendix –B19</p> <p>(o) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.</p>		
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	<u>(p) Password protected e-bids (Techno-commercial / Price bids), which require the password to open the file.</u>		
B.2.4.1	<p>Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.</p> <p>Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.</p> <p><i>If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.</i></p>		
B.2.5	Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.		
B.2.6.0	<p><u>Criteria for ascertaining Financial Capability of the bidders.</u></p> <p>All the below mentioned applicable Financial Criteria shall be met by the bidders, as applicable for procurement of Service contracts:</p> <p>Average Annual Turnover of Bidders: INR 500 Crore or more Net-worth of Bidder: Positive</p> <p>Methodology for ascertaining current liabilities, current assets and long-term debt shall be consistent with IFRS / IND AS standards.</p> <p>The average annual turnover during the last three financial years (as brought out in note (d) below), as on originally scheduled bid closing date shall be considered for evaluation.</p> <p><u>Subject to provisions under second paragraph of Note (b) a</u> Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.</p> <p>In case the financial statements submitted by the bidder are in currencies other than INR, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India, on the date of publication of Bid Document in CPPP, shall be considered for converting it into INR.</p>		

	<p><u>NOTES:</u></p> <p>Bidder can either be a single entity which includes Incorporated Joint Venture or a consortium.</p> <p>Following documents to be submitted by the bidder:</p> <p>(a) The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.</p> <p>In cases where the bidding/supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding/supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/supporting company as the case may be, which are not required to be audited but are required to be duly certified by the practicing Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land)</p> <p>(b) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company</p> <p>A certificate from the Statutory Auditor in respect of "Positive Net Worth" on the basis of Audited consolidated financial statement, calculated as per definition of Net Worth provided in the tender document, is to be provided by the bidder. In case of foreign bidder and where Statutory Audit is not required as per law, the "Positive Net Worth" certificate should be from Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect.</p> <p><i>(Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation".)</i></p> <p>(c) The Consolidated Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where Statutory Audit is not required as per law, Consolidated Financial statement should be certified by practising Chartered Accountant (detailing the UDIN) or equivalent (as per law of the land) to this effect.</p>		
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	<p>Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.</p> <p>(d) For the purpose of ascertaining parameter of Turnover of the bidder, average annual turnover during the last three financial years, as on originally scheduled bid closing date, shall be considered for evaluation. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous three financial years for ascertaining their turnover. The date (i.e. the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the bid closing date. The amount of Sales Taxes, Goods and Service Tax and Value Added Taxes will not be included in the turnover of the bidder.</p> <p>(e) A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-</p> <ul style="list-style-type: none"> ➤ The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder <u>either directly or through intermediate subsidiaries.</u> ➤ The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC. ➤ Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B-17. ➤ In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries. <ul style="list-style-type: none"> ○ In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India. ○ In such cases, all applicable financial parameters viz. Turnover, Net-worth & Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation. 		
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	<p>(f) Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:</p> <ul style="list-style-type: none"> ➤ Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC. ➤ A Corporate Guarantee from the supporting company in the prescribed format at Appendix B12 ➤ A certificate from the Statutory Auditor or <u>Company Secretary or one of the Directors of the bidding company</u> to establish the relationship and equity percentage holding between bidder and the supporting company. ➤ <u>Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company</u> ➤ <u>Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Appendix B17. In case Supporting company fails to submit Bank Guarantee as above, EMD/SD submitted by the bidder shall be forfeited.</u> ➤ <u>Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by DGH due to non-performance of the contractor.</u> ➤ The above certificates/undertakings should be of a date after NIT date. <p>(g) In case of consortium bids, the bidder is required to provide Memorandum of Understanding (MOU) executed by the consortium partners in the un-priced bid. The MOU should indicate the scope of work to be performed by the respective consortium members expressed as percentage of bid value. Each consortium partner should themselves individually meet the financial criteria parameters namely turnover, in proportion to the percentage of work to be performed by them subject to minimum of 50% of the required amount shown against criteria of Turnover, for the leader of the consortium and 20% for other members of the consortium. The net worth as to be individually met by all consortium members as prescribed above. Support</p>		
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	<p>from parent/supporting company is not allowed to meet the financial criteria.</p> <p>(h) In the tender, if there is specific provision allowing bidders to quote part quantity for each item/category/group (evaluation in that case being done item wise/category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender</p>		
B.2.7	<p><u>Indian agent is not permitted to represent more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors) shall be rejected in that tender.</u></p>		
B.2.8	<p>Wherever limits are specified for charges/amounts w.r.t various parameters such as mobilization charges, demobilization charges, standby charges, rental charges, non-operating day rates, R&M Charges etc. in <u>BEC/ Price Schedule/BOQ</u>, the bidders must adhere to such limits.</p> <p>However after opening of the price bids, if it is observed that that such charges/amounts quoted by the bidder(s) are higher than the limit for such parameters specified in the <u>BEC/ Price Schedule/BOQ</u>, the offer(s) of such bidder(s) shall be evaluated restricting the charges/amounts upto the specified limit. Contract (in case bidder becomes L-1) shall also be awarded restricting the charges/amounts upto specified limit in the BEC. The bidder shall submit an undertaking in this regard as per format in Appendix-B19A</p>		
C.	Price Evaluation Criteria		
C.2			
C.2.1	<p>Evaluation of bids:-</p> <p>Evaluation shall be done “Total in Figures”-wise of Price Schedule/BOQ. Bidder must quote prices for all the items as given in the “Price Schedule/BOQ” (Section IV) of the tender document. Bidder should quote prices inclusive of all taxes, duties, levies, insurance, transportation of personnel, equipment and material etc., applicable for complete scope of work. The prices quoted should remain firm during the validity of their offer and extension(s), if any. No escalation whatsoever in prices shall be allowed during the duration of the contract, including any extension thereof.</p> <p>The bidder emerging lowest on the basis of their quoted “<i>Total in Figures</i>” at the “Price Schedule/BOQ” (Section IV) shall be</p>		

	selected to award the contract subject to acceptance of rates by DGH.		
C.2.2	<p>Bidders are required to ascertain themselves, the prevailing rates of GST on the scheduled date of submission of Techno-commercial Bids and DGH would not undertake any responsibility whatsoever on such rate as ascertained by the bidders.</p> <p>Accordingly, bidders (excluding the Service providers covered under clause C-2.2.1 below) should quote the prices, clearly indicating the rate of GST, description of service and the Service Accounting Code (i.e. HSN/SAC) as per GST Law as ascertained by the bidder.</p> <p>Total price inclusive of GST as quoted by the bidders shall be considered for evaluation.</p> <p>In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also the provisions of change in law will not apply.</p> <p>In the contracts involving multiple services or the services involving usage of certain goods or materials (which are consumables in nature forming part of the output service), the Bidder should provide the break-up for cost of goods and cost of various services. However, the bidder shall quote GST for the output services.</p> <p>GST and Customs Duties if any, on input services/ capital goods/inputs required to meet the scope of work will be borne by the bidder within their quoted prices. The bidder must avail eligible input tax credit of GST and Customs Duties paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to DGH by way of quoting rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.</p>		
C.2.2.1	For Services provided to DGH in taxable Territory of India by foreign service provider providing services from outside India who does not have any fixed place of business or residence in India, or as per relevant provisions of tender document, where the liability to pay 100% GST is on DGH, the bidder should not include the GST in his quoted price. However, the GST as applicable will be loaded on the quoted price for the purpose of evaluation.		
C.2.3	If there is any change under GST Law in the quoted rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the originally evaluated L-1 bidder would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of such change in rate of GST under the GST Law. In case originally evaluated L-1		

	bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to such change in rate of GST		
C.3	PURCHASE PREFERENCE POLICY(IES):		
C.3.1	<p>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119(E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES</p> <p>In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.</p> <p><u>Notes:</u></p> <p>(i) Tendered items cannot be procured from multiple sources or are absolutely non splitable or non-dividable, PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder, if any, amongst the bidders qualifying for purchase preference.</p>		
C.3.1.a	Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed in the tender document shall also be available to MSEs. However, in order to avail the benefits reserved for MSEs i.e. exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs.		
C.3.2	Bidders to comply Public Procurement (Preference to Make in India) Order 2017" (MII) read with Ministry of Petroleum & Natural Gas notification (including amendments issued from time to time) applicable in this tender as per Appendix-B23 and submit requisite information/documents.		
C.3.3	<p>Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017</p> <p>The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be governed as per provisions</p>		

	of DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 (including amendments issued from time to time) as per Appendix-B24		
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