



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301.

INVITATION FOR BID (IFB) - NATIONAL COMPETITIVE BIDDING (NCB)

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

DGH invites bids from eligible bidders (see Annexure-II of tenders) for the following Services:

Sl. No	Tender No.	Description of Item	Cost of Bid Document	Bid Document available at web sites till	Bid submission Due Date & Time
1	DGH/MM/IT/E CMS/236/201 4-15/ENQ/156	Development & implementation of a new, fully online, web based and digital signature enabled EC issuing system.	Rs.500.00	06.02.2015	16.02.2015 1400 Hrs.

The detailed Bid Documents can be viewed / downloaded from DGH's web site www.dghindia.org or Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Documents shall be uploaded on aforementioned websites only. Hence, bidders shall view the said websites regularly.

**Directorate General of Hydrocarbons
(Ministry of Petroleum & Natural Gas)**

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

FORWARDING LETTER FOR INVITATION TO BID

To,

Sub : Development & implementation of a new, fully online, web based and digital signature enabled EC issuing system.

Sir/s,

The Directorate General of Hydrocarbons (DGH) invites sealed tenders in duplicate for providing aforesaid services.

The salient features of the tender are:

1	Tender No.	:	DGH/MM/IT/ECMS/236/2014-15/ENQ/156
2	Brief Description of the project	:	Development & implementation of a new, fully online, web based and digital signature enabled EC issuing system.
3	Type of Bid	:	National Open Tender under 2 Bid System (Techno-commercial Bid & Price Bid)
4	Document Download / Sale End Date	:	06.02.2015
5	Bid Closing Time & Date	:	1400 Hrs (IST) on 16.02.2015
6	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301. India.
7	Bid Opening Time, Date & Place	:	Techno-commercial bid : 1500 Hrs. (IST) on the same day as Bid Closing as above, and at the same address as above. Price bid : Opening time and date shall be intimated to technically qualified bidders.
8	Bid validity	:	90 days from bid closing date.

9	Amount of Bid Bond (DD or original Bid Bond in the form of Bank Guarantee to be enclosed with the Techno-commercial Bid only)	:	Rs. 1,40,000.00 (One Lakh Forty Thousand Only) Bid Bond in the form of a Bank Guarantee to be valid for 45 days beyond the validity of the bids asked for in the Bid Documents.
10	Amount of Performance Guarantee to be submitted only by the Successful Bidder.	:	(i) 10% of the Contract value for item no. 1 to be submitted within 21 days of the letter of Award (LoA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 6 months beyond the final acceptance of the Project and (ii) 10% of the yearly AMC value for item no. 2 to be submitted within 21 days of the letter of Award (LoA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 6 months beyond the 3 year AMC period.
11	Signing of Contract	:	Contract is to be signed within 30 days of date of issue of LOI.
12	Mobilization & Commencement of work	:	Successful bidder shall be required to mobilize manpower & other resources for commencement of services at the specified site within a maximum of 7 days from the date of LoA.
13	Time period for completion of work	:	Within 05 months for Go-Live and another 3 months for final acceptance, from the Letter of Award (LoA)
14	Quantum of Liquidated damages for default in completion of the scope of work as per the contract. (Item No. 1)	:	At the rate of ½ % of the contract value per week or part thereof subject to a maximum of 10 % of the contract value for Item No.1 for the period extending beyond the completion date.

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

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

Thanking you,

Yours faithfully

HOD (MM)

For Directorate General of Hydrocarbons

Encl: As above

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:- (Please refer to “Technical Rejection Criteria at **B.1** of Bid Evaluation Criteria under **Annexure-II**).

2.0 TENDER FEE

2.1 The offer will not be considered without tender fee. The Government Departments are exempted from payment of tender fee. The bidders downloading the Bid document from the website should ensure to submit “Tender Fee” along with the Techno-commercial Bid.

2.2 REFUND OF TENDER FEE

In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidder.

3.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

4.0 COST OF BIDDING

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

B. THE BIDDING DOCUMENT

5.0 CONTENT OF BIDDING DOCUMENTS

5.1 The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

- ANNEXURE I** : **Instructions to Bidders** with following Appendices.
- Appendix 1 : Bid submission proforma.
 - Appendix 2 : Bid Bond Bank Guarantee proforma.
 - Appendix 3 : Checklist.
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5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

6.0 AMENDMENT OF BID DOCUMENT

6.1 At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

6.2 The Addendum will be hoisted on DGH's / GoI's CPP website and all prospective bidders are advised to visit abovementioned website periodically till the bid closing day, to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

6.3 In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH's website.

C. PREPARATION OF BIDS

7.0 LANGUAGE AND SIGNING OF BID

7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in

English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

7.2 Bids shall be submitted in the prescribed bid proforma as per **appendices 1 to 9 of Annexure-I**. The prescribed proforma at Appendices of **Annexure I**, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

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

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

7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

7.6 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DGH. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

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

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

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

7.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Any bid not supported by adequate proof of the signatory's authority shall be rejected outrightly by DGH.

7.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.

7.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

7.13 The original bid should be signed manually by the authorized signatory(ies) of the bidder.

7.14 The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

8.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

8.1 Advice to bidders for avoiding rejection of their offers:

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH's terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH's requirement may be rejected without seeking any clarification.

9.0 DOCUMENTS COMPRISING THE BID

9.1 Techno-commercial Bid:

9.1.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Proof of the sale / issue of bid documents or Requisite "Cost of Bid Document" in case of using downloaded Bid documents, as the case may be.
- b) The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- c) All **Appendices 1 to 9** of Annexure –I duly filled in and signed
- d) Price Format.(**Annexure V**) (Without indicating Prices)
- e) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The documentary evidence

of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the DGH's satisfaction :

(i) that the Bidder has the financial, technical and production capability necessary to perform the Contract.

(ii) that the Bidder meets *all* the criteria prescribed in the Bid Evaluation Criteria (**Annexure-II**).

f) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

(i) A detailed description of essential technical and performance characteristics of the services.

(ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.

g) Bid security.

h) The bidder should submit a declaration to the effect that neither the bidder themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.

9.2 Price Bid

9.2.1 The Bidder shall complete the appropriate price schedule furnished in the bidding document, indicating the services to be provided.

10.0 BID PRICES

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

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

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

10.2 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

10.3 Income Tax Liability

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

10.4 Service Tax Liability:

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

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

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

In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. DGH will not entertain any future claim in respect of Service Tax against such offers.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

- a) DGH will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side.
- b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an

undertaking should be furnished for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.

(i) Service Tax on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):
In this case, since the liability to pay Service Tax is on DGH as receiver of the service, the Bidder shall not include Service Tax in the quoted prices.

As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder.

11.0 BID CURRENCIES

11.1 The Bidders are to quote firm prices, in Indian Rupees.

12.0 MODE OF PAYMENT

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

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

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

13.0 VAGUE AND INDEFINITE EXPRESSIONS

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

14.0 PERIOD OF VALIDITY OF BIDS

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

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

15.0 BID SECURITY

15.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **15.7**.

15.2 Government Departments and Public Sector Undertakings are exempted from payment of Bid Security.

15.3 The Bidders not covered under Para **15.2** above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the "Invitation For Bid".

15.4 The Bid Security shall be acceptable in any of the following forms:

(i) An account payee Demand Draft in favour of Directorate General of Hydrocarbons and payable at New Delhi, valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix 2**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India only will be accepted :

The Bank Guarantee shall be valid for 45 days beyond the validity of the bids asked for in the tender. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

15.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

15.6 Subject to provisions in para **15.2** above, offers without Bid Security will be ignored.

15.7 The Bid Security shall be forfeited:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 21 days of notification of such acceptance.

15.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

15.9 Offers with fax bid bonds

Normally offers received along with Fax Bid Bond shall not be considered. However, DGH reserves the right to consider the offer, provided it is followed by confirmatory original Bid Bond executed in prescribed proforma and legally operative on or before the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid System) and received by tender inviting authority within 3 working days, after opening date of bids (techno-commercial bid opening date in case of Two Bid System),

If Bidder fails to submit original Bid Bond with the same content as in Fax Bid Bond and in accordance with bidding document, irrespective of their status/ranking in tender, the bid will be rejected and DGH may consider to debar the Bidder from participating against its future tenders.

16.0 TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

16.1 Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

D. SUBMISSION AND OPENING OF BIDS

17.0 SEALING AND MARKING OF BIDS.

17.1 Offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details but with price column blanked out. **However a tick mark (✓) shall be provided against each**

item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number, item description and Bid Closing Date. The second sealed inner cover will contain only the priceschedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

17.3 The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

17.3.1 Price bids, which remain unopened with DGH, will be **returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).**

17.4 Any change in quotation after opening of the tender **WILL NOT BE CONSIDERED.**

17.5 DGH will not be responsible for the loss of tender form or for the delay in postal transit.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1400 Hrs (IST)** on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs. (IST)** on the specified date. All out-station tenders, if sent by post, should be sent under registered cover.

19.0 LATE BIDS

19.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

19.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 No bid may be modified after the dead line for submission of bids.

21.0 OPENING OF BIDS

21.1 The bid will be opened at **1500 Hrs.** (IST) on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Appendix- 6** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

21.2 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

E. EVALUATION OF BIDS

22.0 EVALUATION AND COMPARISON OF BIDS

22.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at **Annexure-II**.

23.0 UNSOLICITED POST TENDER MODIFICATIONS

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

24.0 EXAMINATION OF BID

24.1 The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.2 **DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.**

25.0 SPECIFICATIONS

25.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

26.0 PURCHASE PREFERENCE

26.1 DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

27.0 CONTACTING DGH

No bidder shall contact the DGH on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. AWARD OF CONTRACT

28.0 AWARD CRITERIA.

DGH will award the contract to the successful bidder whose bid has been determined to be **in full conformity to the bid** documents and has been determined as the lowest evaluated bid.

29.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

29.1 DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

30.0 NOTIFICATION OF AWARD (NOA)

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

30.2 The notification of award will constitute the formation of the contract.

30.3 Upon the successful bidder's furnishing performance security, pursuant to clause **33**, the contract shall be signed between the parties as per clause **32.0**

31.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilise complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this tender document.

32.0 SIGNING OF CONTRACT

32.1 The successful bidder is required to sign a **formal detailed** contract with DGH within a maximum period of **30** days of date of Fax order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of DGH, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at **Annexure-III A to Annexure V** along with respective appendices thereto, of the tender.

33.0 PERFORMANCE SECURITY

33.1 Within 21 (Twenty-one) days from the date of issue of LOA / NOA by DGH, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract in the form provided at **Appendix 1 of Annexure-III-A** and must be in the form of Bank Guarantee or irrevocable Letter of Credit from any of Nationalised / scheduled Bank in India only, on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

33.2 The performance security specified above must be valid for 3(three) months (covering the warranty period) plus 3 months to lodge claim, if any, beyond the contract period. The Performance Security will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

33.5 Failure of the successful Bidder to comply with the requirements of clause **33.0** above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause **15.7(c)**.

34.0 CORRESPONDENCE

34.1 DGH's fax address is (+91)-120-2472049.

34.2 All correspondence from Bidders/ contractor shall be made to the office of the HoD (MM), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida- 201 301, India.

34.3 All correspondence shall bear reference to DGH's bid document number.

35.0 UNSOLICITED COMMUNICATIONS

35.1 In case any bidder makes any unsolicited communication in any manner, after techno-commercial bid has been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

35.2 Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

35.3 The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to DG, DGH. However, if such representation is found by DG, DGH to be unsubstantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

35.4 In case, any bidder while making such representations DG, DGH also involves other officials of DGH and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

APPENDIX-1

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure - I**, "Bid Evaluation Criteria" at **Annexure-II** and accepted the "General Terms and Conditions" at **Annexure-III A** & "Special Conditions of Contract" at **Annexure-III B** for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-IV**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of the Bidder

Name _____

Seal of the Company

_____ Dated

Signature of witness

Address

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

**Proforma of Bank Guarantee towards Bid Security
BID BOND**

Ref. No.....

Bank Guarantee No.....

Dated

To,

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

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees(in figures)_____ (Indian Rupees (in words)_____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

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

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

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

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

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

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

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

Notes:

1. The expiry date as mentioned in clause **5 & 6** should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

Appendix 3

CHECK LIST

(Must be submitted duly ticked, along with the Techno-commercial Bid)

Please Tick (✓) compliance (Yes/No) for the following:

Sl	Particulars	Yes	No
1	Whether “Cost of Bid Documents” submitted along with Techno-Commercial Bid ?		
2	Whether “Bid Security” submitted along with Techno-Commercial Bid ?		
3	In case of Exemption from “Cost of Bid Documents” and Bid Security, necessary certificates attached along with Techno-Commercial Bid ?		
4	Whether Appendices of Annexure-I, as under, has been submitted along with Techno-commercial Bid, duly filled in and signed ?		
4a	Appendix- 1 : Bid Submission Proforma.		
4b	Appendix- 3 : Check List		
4c	Appendix- 4: Bidders Past Services (Similar) Proforma.		
4d	Appendix- 6: Proforma Certificate on Relatives of Directors of DGH.		
4e	Appendix- 7: Undertakings / Declaration for Service Tax / Permanent Establishment.		
4f	Appendix- 8: Proforma For Bio Data of Key Personnel		
4g	Appendix- 9: Proforma for Changes/Modifications Sought by Bidders (copy of the proforma to be submitted to DGH within 2 days of closing of sale / download of bid documents.)		
4g(i)	Whether all the clauses of the bidding document are accepted ?		
4g(ii)	Whether you have taken any exception/deviations to the bid document.?		
4g(iii)	If “YES” to Sl. 4f (ii) above, whether the same is indicated in Appendix-8 and delivered to DGH within 2 days of closing of sale / download of bid documents ?		
5	Whether prices quoted will remain firm through the contract period and without any qualifications ?		
6	Whether the period of validity of the offer is as required in bidding document ?		
7	Whether your offers conform to the contract period indicated in the bid ?		
8	Whether copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts enclosed with the techno-commercial Bid, as per Annexure-II ?		
9	Whether CVs of all the dedicated team members as per Appendix 8 to Annexure-I duly signed by the team member and attested by bidder submitted along with techno-commercial bid, as per Annexure-II ?		
10	Whether MoU / Agreement required as per para 2.4 (b) under Technical Bid Rejection criteria B.1 (2) of Annexure-II submitted along with techno-commercial bid ?		
11	Whether copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract ?		
12	Whether it is ensured that prices are not disclosed in the Techno-Commercial Bid Envelope ?		

Name _____

Signature of the Bidder

Seal of the Company

Appendix - 4

BIDDERS PAST SERVICES (SIMILAR) PROFORMA

SL.NO.	NAME & ADDRESS OF CLIENT	PERIOD FROM TO	DESCRIPTION OF SEVICES COMPLETED SUCCESSFULLY	REMARKS
--------	-----------------------------	-------------------	---	---------

NOTE: - CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONG WITH THIS PROFORMA

Signature of the Bidder

Name _____

Seal of the Company

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date.....

To,

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

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

Sir,

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

Yours faithfully

Signature of Bidder

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

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

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

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

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

Authorised Signatory of
The Contracting Party

Place...

Date...

Undertakings / Declaration

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

We have submitted a copy of valid registration certificate under service tax rules

OR

We undertake to submit copy of requisite service tax registration certificate along with the first invoice under the contract

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

Signature of the Bidder

.....

Name.....

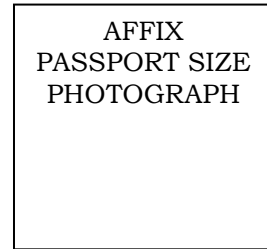
Seal of the Company

.....

Appendix – 8

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

PROFORMA FOR BIODATA OF KEY PERSONNEL



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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

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

(To be communicated by Fax / Courier, so as to reach DGH within 2 (two) days of closing of sale / download of bid documents. Please see Clause “A” under **Annexure –II**, Bid Rejection Criteria)

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

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

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway

BID EVALUATION CRITERIA

Bid Rejection Criteria

A. VITALCRITERIAFORACCEPTANCEOFBIDS

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, along with suggested changes are to be communicated by Fax / Courier, so as to reach DGH within 2 (two) days of closing of sale / download of bid documents. 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, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTIONCRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of job/supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

2.0 Eligibility and experience of the bidder:-

Sl	Criteria	Documentary evidence to be submitted along with Technical Bid
a	The bidder must have developed at least 2 (two) web based applications not less than Rs. 20 Lacs each during last 4 years. (As on 30 th November 2014).	Copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can

		substantiate the satisfactory execution of each of the contracts cited above.
b	The bidder must have valid CMM level 3 certification or above.	Copy of certificates
c	The bidder must have its own development and support centre in NCR.	Self certification with details

B2. Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:

1.0 Proof of the sale/ issue of bid document.

1.1 The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with the offer.

1.2 Bidders downloading the bid document from the website should ensure to submit “Cost of Bid Documents” along with the Technical Bid in the form of a Bank Draft/ Cashier’s Cheque /Banker’s Cheque.

2.0 Bid should be submitted (in Two Bid system) in two separate envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark () shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

Offers with techno commercial bid containing prices shall be rejected outright.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IIIA**, Special Conditions of Contract at **Annexure IIIB** and Instruction to Bidders at **Annexure I**.

3.0 Offers of following kinds will be rejected:

- (a) Offers made without Bid Security /Bid Bond/ Bank Guarantee along with the offer (Refer **clause 16** of Instruction to Bidders at **Annexure I**).
- (b) Fax/e-Mail/Xerox/Photocopy offers and bids with scanned signature. Original bids which are not signed manually.
- (a) Offers which do not confirm unconditional validity of the bid for the period indicated in the Forwarding Letter of this Bid Documents.
- (b) Offers where prices are not firm during the entire duration of the contract and

/ or with any qualifications.

- (c) Offers which do not conform to DGH's price bid format.
- (d) Offers which do not conform to the mobilization period indicated in the bid.
- (e) Offers which do not conform to the contract period indicated in the bid.
- (f) Offers and all attached documents not signed by the authorised person.
- g) Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.
- (h) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.

4.1 The offers of the bidders indicating/ disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straight away rejected.

5.0 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.

C. Price Evaluation Criteria

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

2 Evaluation of bids :-

2.1 Evaluation of Price Bids will be made on the basis of the Grand Total Price at Sl. No. 4 of the Price Format / Schedule.

2.2 Bidders should quote the Charges/rates, giving complete breakup of all the quoted services which are taxable under Service Tax rules 1994 (as amended from time to time) and clearly indicating the applicable rate of service tax (along with rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid. Details of abatements /deductions available, if any, should also be indicated specifically.

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

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

applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted/contract value for evaluation.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer 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.
3. Onsite inspection will be carried out by DGH's officers /representative / Third Parties at the discretion of the DGH.

ANNEXURE - IIIA

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OIBD Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India(hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas DGH is desirous of (description of services) for carrying out DGH's operations conforming to specifications as set forth in the Scope of Work at **Annexure-IV** of this agreement.

And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out DGH's operations as referred to herein and has submitted a bid for providing the required services against DGH's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the DGH from time to time.

And Whereas DGH's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent /Notification Of Award vide its letter dated.... On the CONTRACTOR.

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

1.0 DEFINITIONS:

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

1.1 CONTRACT

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 DGH:

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

1.3 SITE

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 DGH'S SITE REPRESENTATIVE

Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of DGH on third party. Such sub-letting shall not relieve the CONTRACTOR from any of its obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

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

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.9 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

1.10 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

1.11 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

1.12 WORKS / OPERATIONS:

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.13 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.14 MOBILISATION:

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

1.15 DEMOBILISATION:

Shall mean the removal of all things forming part of the mobilization from the site designated by DGH. The date and time of DGH's acceptance shall be treated as the date and time of demobilization.

1.16 DRAWINGS:

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

1.17 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.18 INSPECTORS:

Shall mean any person or outside Agency nominated by DGH to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT.

1.19 TESTS:

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

1.20 FACILITY:

Shall mean all property of the DGH owned or hired by DGH.

1.21 THIRD PARTY

Shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.22 APPROVAL:

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.23 SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

1.24 GROSS NEGLIGENCE

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

1.25 WILLFUL MISCONDUCT

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-IV** .

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

3.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LoA) that it has been awarded the contract. This date of issue of LoA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION TIME : The mobilization of equipment, personnel, should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated location in readiness to commence work as envisaged under the Contract duly certified by the DGH's authorized representative.

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

3.4 DURATION OF CONTRACT: The contract shall be for the period as indicated in the **Special Conditions of the Contract**.

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

4.1 Perform the work described in the Scope of Work / Terms of Reference (**Annexure IV**) in most competent manner both technically & systematically and also in economic and cost effective manner.

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

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

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

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

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

- 5.1 Pay Contractor in accordance with terms and conditions of the contract.
- 5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Perform all other obligations required of DGH by the terms of the contract.

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

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

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

7.0 WARRANTY AND REMEDY OF DEFECTS

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

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

8.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

8.1 Directorate general of Hydrocarbons

(a) For CONTRACT related communication:

H O D (MM)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Fax : +91 120 2472049

For reports and payments:

(b) HoD (IT)
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301.
Fax : +91 120 2472049

8.2 CONTRACTOR’S REGISTERED OFFICE AND ADDRESS

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

9.0 DUTIES AND POWER /AUTHORITY :

- 9.1 The duties and authorities of the DGH’s site representative are to act on behalf of the DGH for:
 - i. Overall supervision, co-ordination and Project Management at site
 - ii. Proper utilization of equipment and services.
 - iii. Monitoring of performance and progress
 - iv. Commenting/ countersigning on reports made by the CONTRACTOR’s representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
 - v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the DGH's representative/engineer without which no claim will be entertained by the DGH.

9.2 CONTRACTOR's representative:

- i. The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii. He shall liaise with DGH's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- iii. He will extend full co-operation to DGH's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- iv. To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

10.0 CONTRACT DOCUMENT :

10.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

10.2 Entire Agreement :

The CONTRACT constitutes the entire agreement between the DGH and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of CONTRACTOR and DGH.

10.3 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by DGH by issuing amendment to the CONTRACT. DGH shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice,

packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

10.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of the DGH, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

10.5 Waivers and amendments :

Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the DGH which may be amended from time to time by reasonable modifications as DGH deems fit.

11.0 REMUNERATION AND TERMS OF PAYMENT

11.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-IV**), as per the Price Format at **Annexure-V**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

11.2 All Bills along with relevant supporting documents shall be submitted in duplicate to the addressee at **8.1 (b)** above.

11.3 Clear (undisputed) invoices with original supporting documents duly countersigned by DGH's representative/ engineer wherever applicable will be submitted at the end of satisfactory completion of Works / Services / Project by the CONTRACTOR to DGH and payment shall be made within 30 (thirty) calendar days from the date of receipt of invoice at the above office (Unless otherwise specified in the Special Conditions of the Contract)

The original invoice should also accompany the following documents/ details:

1) Along with invoice:

Following documents / details should be invariably furnished along with the invoice:

a) Copy of valid registration certificate under the Service Tax rules.

- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in **Annexure-I** (i.e. 'Instructions to bidders') of bid document.
- c) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.
- h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

11.4 In the event of any dispute in a portion or whole of any invoice, DGH shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

11.5 DGH's right to question the amounts claimed

Payment of any invoice shall not prejudice the right of the DGH to question the allowability under this Contract of any amounts claimed therein, provided DGH, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefore. Should DGH so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from DGH and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

12.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

12.1A Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2B. Notice of claims

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is

entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Customs Duty, Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.4 Customs duty: - The CONTRACTOR shall bear all Customs Duty for import of equipments/spares/consumables and any other material required as per CONTRACT. DGH will not have any liability in this regard.

12.5 Personnel taxes

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

12.6 Corporate taxes

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

12.7 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

12.8 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

13.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice

from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

14.0 PERFORMANCE BOND

14.1 The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being **10%** of estimated Contract Price for 1st year) valid till _____ towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

14.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

15.0 IMPORT AND IMPORT CLEARANCE

All imports and clearance under this CONTRACT shall be done by the CONTRACTOR and DGH will not provide any assistance in this regard.

16.0 DISCIPLINE

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by the DGH governing the operations. Should DGH feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to DGH's interest, the DGH shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7(seven) working days to replace the person by competent qualified person at CONTRACTOR's cost.

17.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

17.1 Verification of character and antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within DGH's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to DGH prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- (iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates in respect of persons proposed to be deployed by them, for inspection by the authorized representative of DGH. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier during the last five years.

18.0 SECRECY

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by DGH, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the work and not required by the DGH. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

19.0 STATUTORY REQUIREMENTS

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof.

20.0 INSURANCE

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. DGH will have no liability on this account.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 17** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

“ The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR”.

C) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish DGH with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance corporation or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that DGH shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, then DGH may replace same and charge the cost thereof to CONTRACTOR. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a Company of International repute and an Insurance Company incorporated and registered in India.

D) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

E) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

21.0 INDEMNITY AGREEMENT

21.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the

CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **21.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **21.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel.

21.2 Indemnity by DGH

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires. SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **21.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **21.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

22.0 TERMINATION

22.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

22.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 26**.

22.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

22.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction.

The DGH shall have the option to terminate this Agreement by giving **14 days** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

22.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

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

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 22.1 to 22.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

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

22.9 Consequences of termination

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

22.9.2 In all cases of termination herein set forth, the obligation of the DGH to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

22.9.3 In case of termination of Contract herein set forth, except under **22.1, 22.2 and 22.7**, following actions shall be taken against the Contractor ;

(i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

23.0 SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

24.0 WITHHOLDING

24.1 DGH may at its absolute discretion withhold or nullify its obligations to pay the whole or any part of the amount due to the Contractor on account of subsequently discovered evidence of loss/ damages caused to the DGH by the contractor on account of:

24.1.1 Non-completion of contracted work to the absolute satisfaction of the DGH or its duly appointed representative/agent.

24.1.2 Contractor's un-cleared debt arising out of execution of the Contract.

24.1.3 Defective work not remedied by the Contractor.

24.1.4 Unsettled claims by any of the sub-contractor/s appointed by the Contractor or by any other third party claiming through the contractor or on the basis of any reasonable evidence indicating probable filing of such claims against the Contractor.

24.1.5 Any failure by the Contractor to fully reimburse the DGH in terms of the indemnification provisions of the Contract. Where, during the process of the work, the Contractor allows any indebtedness to accrue for which DGH may be held to be primarily or contingently liable or ultimately responsible for its discharge and where the Contractor fails to pay and discharge such indebtedness, within five days of being called upon to do so, then DGH may during the period for which indebtedness shall remain unpaid, be entitled to withhold a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments are removed, the payments shall thereafter be made for amounts so withheld.

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

- (i) Garnishee order issued by a Court of Law in India.
- (ii) Income tax deductible at source according to Law prevalent from time to time in the country.
- (iii) Any obligation of Contractor which by any Law prevalent from time to time to be discharged by DGH in the event of Contractor's failure to adhere to such Laws.
- (iv) Any payment due from Contractor in respect of any unauthorized imports.

25.0 CHANGE IN LAW

25.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government

of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the DGH subject to the production of documentary proof to the satisfaction of the DGH to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by DGH.

25.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the DGH, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

25.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in such duties, taxes after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of DGH.

25.4 Any increase in the duties and taxes after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease of duties and taxes after the contractual completion / mobilization date will be to DGH's account.

25.5 The Contract Price and other prices given in the Price Format are based on the applicable tariff as indicated by the CONTRACTOR in the Price Format. In case this information subsequently proves to be wrong, incorrect or misleading, DGH will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

25.6 Notwithstanding the provision contained in clause **25.1 to 25.4** above, the DGH shall not bear any liability in respect of :

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

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

(iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc of the CONTRACTOR.

26.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

27.0 EMPLOYMENT BY FIRMS TO OFFICIALS OF DGH

Firms/companies who have or had business relations with DGH are advised not to employ serving DGH employees without prior permission. It is also advised not to employ ex-personnel of DGH within the initial two years period after their retirement/resignation/severance from the service without specific

permission of DGH. The DGH may decide not to deal with such firm(s) who fail to comply with the above advice.

28.0 PREFERENCE TO LOCAL COMPANIES

CONTRACTOR agrees to give priority and preference to locally owned companies, when hiring Sub CONTRACTOR, SUBJECT TO price, quality and delivery being equivalent.

29.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the CONTRACT is signed in India).

30.0 SETTLEMENT OF DISPUTES AND ARBITRATION

30.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

30.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.

30.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.

30.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

30.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.

30.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

31.0 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

32.0 INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

33.0 PATENT INDEMNITY

33.1 The CONTRACTOR shall, subject to the DGH's compliance with Sub-Clause below, indemnify and hold harmless the DGH and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the DGH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Items by the CONTRACTOR or the use of the Items in the country where the Site is located; and
- b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the CONTRACTOR, pursuant to the Contract.

33.2 If any proceedings are brought or any claim is made against the DGH arising out of the matters referred to in GCC above Sub-Clause, the DGH shall promptly give the CONTRACTOR a notice thereof, and the CONTRACTOR may

at its own expense and in the DGH's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

33.3 If the CONTRACTOR fails to notify the DGH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the DGH shall be free to conduct the same on its own behalf.

33.4 The DGH shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all reasonable expenses incurred in so doing.

33.5 The DGH shall indemnify and hold harmless the CONTRACTOR and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the CONTRACTOR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the DGH.

34.0 INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the DGH and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and the DGH. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

35.0 EXPORT/RE-EXPORT CONTROL RESTRICTIONS:

In case there are certain export / re-export control restrictions imposed by parent country of the Contractor(s) w.r.t. the items (i.e. goods, equipment, services, or technology) offered by them to DGH regarding their end use or the end user or regarding their usage in certain other countries, then the Contractor can intimate about same while quoting in the DGH's tender(s). Such intimation by the Contractor about the items (i.e. goods, equipment, services, or technology) being covered under export control regulations will not lead to rejection of the offer(s) in DGH's tenders. Further, in case of award of Contract on such bidder(s), it should

be stipulated therein that the items (i.e. goods, equipment, services, or technology) being procured against this CONTRACT would be used by DGH for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these items are required to be changed or if these goods are to be taken for use in countries out sideIndia, then DGH would request the Contractor to obtain consent from the concerned authority in their country.

36.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights.

c) DGH shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered,

For and on behalf of

For and on behalf of Contractor

Directorate General of Hydrocarbons(DGH) M/s. _____

Name:

Name:

Status:Status:

In presence of

In presence of

1.

1.

2.

2.

Appendix – 1 to Annexure - IIIA

Proforma of Bank Guarantee towards Performance Security.

PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No. Dated.

To,

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

Dear Sirs,

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

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

insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

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

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

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

WITNESS NO. 1

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

(Signature)
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)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

ANNEXURE-III B

SPECIAL CONDITIONS OF THE CONTRACT.

1.0 PAYMENTTERMS

The Contractor may raise bill in two copies as per following schedule, for release of payment. DGH will try to release the payment of such bills within 30 days from its receipt. In case of any discrepancy in bills, the same will be notified to the Contractor for clarification.

Payment Schedule

Milestone	Payment
Successful software development and application go-live	80% of Initial Lump sum cost of ECMS Development (Sr No 1 of Price Schedule)
On attaining project completion certificate	20% of Initial Lump sum cost of ECMS Development (Sr No 1 of Price Schedule)
At the end of each subsequent half year of AMC period	50% of yearly AMC cost.

2.0 Project Execution Schedule:

The following will be the maximum timeline with regard to project implementation schedule.

SL	Deliverables	Time from LoA
1	Detailed SRS Finalization	2 Months
2	Procurement of SSL certificate & digital signatures	2 Months
3	Fully functional prototype with integration of SSL certificate and digital signatures	4 Months
4	UAT, User Training, data migration and final application product	5 Months
5	Go-Live with the final product	5 Months
6	Onsite association of minimum 1(one) developer/support engineer for next three months from the date of go-live to resolve end user issue and other teething problem.	5 Months
7	Mitigation of all post go-live issues and acceptance of final product.	8 Months
8	Final acceptance of the project	8 Months

3.0 DELAY INTIMELYCOMPLETION OFWORK ANDLIQUIDATED DAMAGES (For Item No. 1 of Price Schedule)

a) CONTRACTOR (successful bidder) shall complete the scope of work within the stipulated period under the contract **for various deliverables as given in the scope of work.**

b) If the CONTRACTOR fails to complete the scope of work within the stipulated period, DGH shall have, without prejudice to any other provisions in the contract including sub **clause(c)** below, the right to terminate the contract.

c) If the contractor is unable to complete the scope of work within the stipulated period, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, DGH may at its discretion, extend the period of job completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1/2% of contract value of each Phase, for each week of delay or part thereof, subject to a maximum of 10%.

d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by DGH on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

Scope of Work for New Development of ECMS

Abbreviations Used in the Document:

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

1.0 Background:

DGH, under the New Exploration Licensing Policy (NELP) of India, invites all companies both Indian & foreign for investment in E&P sector for carrying out exploration and production activities in India for securing energy needs of the country. In order to encourage investment under NELP, Govt. of India has facilitated custom exemption for import of goods used for exploration of hydrocarbon resources in India under NELP blocks on production of Essentiality Certificate (EC) issued by DGH.

The EC department in DGH receives applications from various operators for duty free import of goods. This department completes all formalities & issue certificates within stipulated time frame. Besides, the department also issues NOC's for transfer of goods within the country. This certificate is called Essentiality Certificate (EC). The operators collect their essentiality certificates manually from DGH and produce them at the port for duty waiver on specific imported items as listed on the EC.

Currently there is a web based work flow enabled system in the name of Essentiality Certificate Monitoring System (ECMS) which enables operators and their agents to file EC application along with scanned supporting documents. On receipt of the same DGH officials verifies the details of EC application. Finally the EC is issued to the operator on hard copy on receipt of the actual hard copies of all documents sent through courier.

To bring more efficiency into the EC issuing process and to reduce the use of paper it has been envisaged to deploy a web based state-of-the-art workflow based system with proven content management capability which will leverage use of digital signatures extensively so that EC issuance process takes minimal time from EC application filing to the issue of EC by DGH.

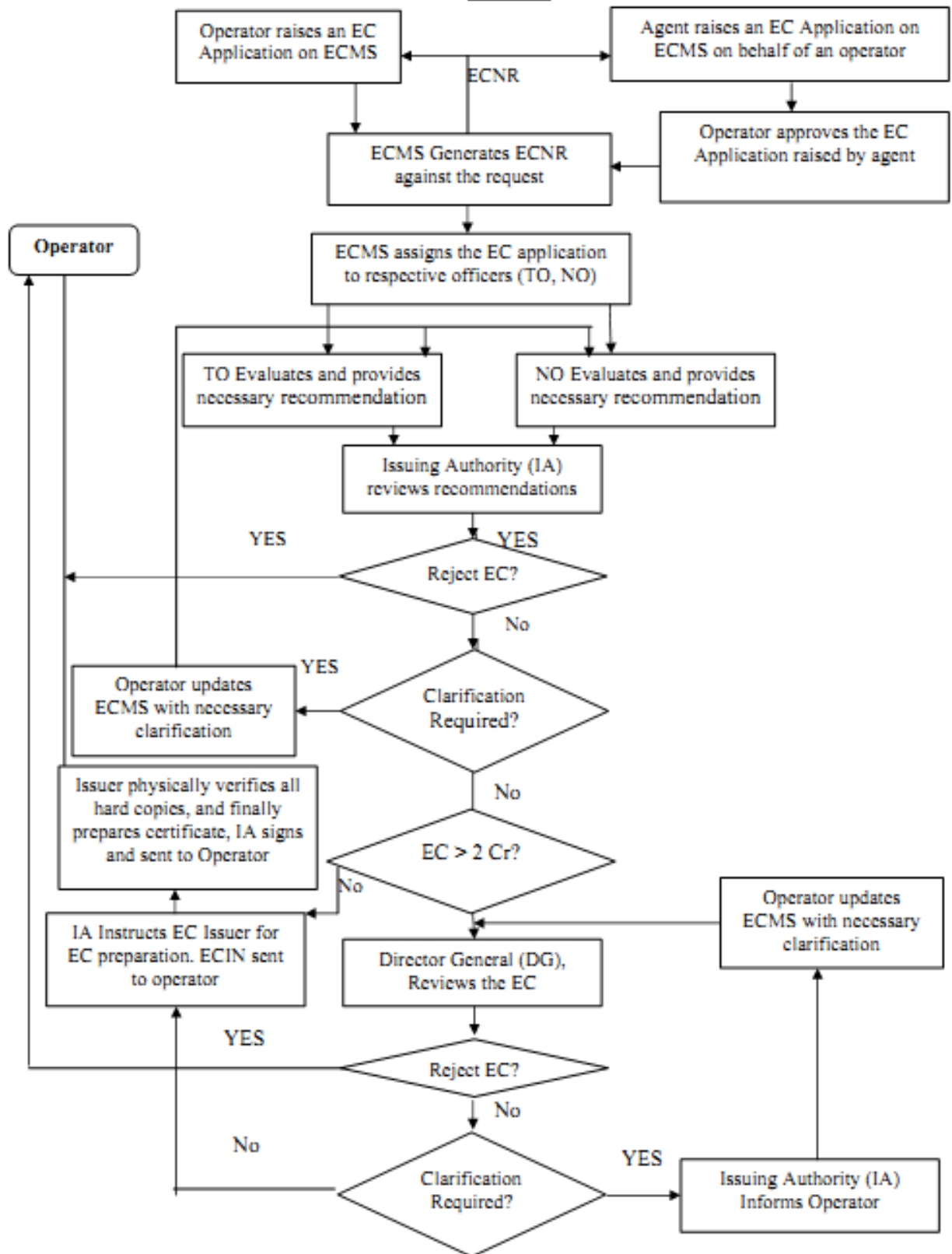
1.1 EC Issuing Business Process:

Currently the ECMS (Essentiality Certificate Monitoring System) is used extensively in the entire EC issuing business process.

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

- i) Any upstream E&P Operator (e.g ONGC, RIL, OIL etc) or its authorized agents apply for EC through the online application page of ECMS. The application is submitted under relevant category, and they upload all necessary supporting documents to the ECMS portal.
- ii) After uploading all necessary documents, an ECRN number is generated against that EC application. If the application is raised by an agent then the EC request has to be finally approved by the operator.
- iii) The operators also send the hard copies of EC applications along with the bunch of all relevant documents with the designated officer manually signing each page of papers to DGH.
- iv) The online EC application becomes available to the relevant officers namely, Technical Officer (TO), Nodal Officer (NO) depending on the category of EC application and to the Issuing Authority (IA) at DGH. These officers are also intimated by automatic mail through the ECMS
- v) TO & NO scrutinize the EC application.
- vi) They will either raise further technical queries before recommending or not recommending the EC request or recommend the EC or reject the EC request.
- vii) In the event of a technical query, the IA will have a look on the queries being raised by TO and NO.
- viii) If the IA is satisfied by the merit of the query, then he will approve the query. Subsequently an automatic mail will follow to the operator and to his agent if applicable.
- ix) The correspondences between the IA and the Operators will continue till TO and NO finally recommend or reject the EC request.
- x) If recommendation is not obtained from both TO and NO then the EC is rejected and the relevant message is sent to the operators.
- xi) On getting the approval from both TO and NO the Issuing Authority (IA) will finally go through the EC request and the supporting documents.
- xii) If the value concerned at the EC request is more than 2 Crore then the request will be put to Director General (DG) for approval.
- xiii) Any query put forwarded by DG will also be routed to the operator through the IA.
- xiv) On getting every approval, the IA will recommend the EC to the ISSUER.
- xv) An automated mail will go to the operator with an ECIN number stating completion of EC processing.
- xvi) The issuer will finally verify all the supporting documents uploaded online with the signed hard copies of the documents manually sent by operators to DGH.
- xvii) If everything is found in order, the Issuer will take a print out of the EC.
- xviii) The IA will finally put his manual signature on the EC and the EC is dispatched to the relevant operator.

Brief Block Diagram Based Depiction of the Issuance of EC Business Process



1.2 The existing ECMS Application:

There is a web based application being used for the purpose of filing online EC application and to enable the underlying workflows. The existing ECMS is a JSP based web application which accesses the ECMS database running on Oracle 10g database. Everyday about 100-150 users access the application from the Internet through the SSL based VPN. The average concurrent user to the application is about 20-30. There are about 700 users registered with the system.

With the changing business requirements many functional and technical enhancements are required which are missing in the current system. This system can be referred to understand the existing business process, work flows etc. prevalent with regard to the current functionalities.

2.0 Proposed System's Application Functionalities and Deliverables:

DGH wishes to implement a new, fully online, web based and digital signature enabled EC issuing system. For the same DGH wishes to develop and implement a new Essentiality Certificate Monitoring System in bespoke application development model in industry proven environment like .Net/PHP to meet the following broad functional objectives.

Raising of online EC applications along with supporting documents: The system has to enable raising of EC application securely through the Internet along with scanned supporting documents by the E&P operators or by their agents. The uploaded digital documents have to be managed as per the roles and entitlements as defined on the system along with the workflow path. This module also has to cater new user registration process where a new user will request for registration with all authorization and other supporting documents.

Web Based Workflows : Implementation of necessary web based workflows to process the filed EC applications by Nodal Officer, Technical Officer, EC Issuer etc. as depicted on the above flow chart. The workflow events have to be highly integrated with DGH's email system, so that the necessary users are alerted on activation of any specific event. The workflows have to be highly interactive where multiple rounds of iterative workflow events might happen involving relevant documents and workflow messages. At the end of an active workflow, a Digitally Signed Essentiality Certificate has to be generated along with all supporting parameters.

Digital Signature Integration & Verification: The proposed system has to integrate digital signatures seamlessly to achieve the following.

- EC issuing officer at DGH should be able to generate digitally signed Essentiality Certificate which will be archived inside the system.
- The certificate will be downloadable by the respective operator.

- Custom official should have facility to verify the digitally signed EC as well as facility to verify the list of goods from the database as detailed on the EC.

Archiving of Essentiality Certificate: The Digitally signed Essentiality Certificates along with their supporting documents are to be archived in a suitable manner on the server so that the same can be accessed by the custom officials and by other agencies as and when required.

Audit Mechanism: Implementation of a stringent audit mechanism with regard to the EC issuing process has to be implemented so that detailed and exhaustive audit trail can be facilitated to any agency as and when required. Some sample audit reports are like

- Status of a current EC request.
- Users involved in a specific EC application.
- Time taken in a specific EC application.
- Logs of users accessing the system etc.

Application Administration: The system has to have a stringent application administration module which will enable the following:

- Maintenance of all master data
- User Maintenance
- Define Holiday master
- User session management
- Document role and entitlement management.

Search and Reporting Module: The bidder has to customize and implement a dynamic and exhaustive search and reporting engine to generate different reports pertaining to different aspects of workflows, audit trails, MIS reports etc.

Data Migration: There are about 900 users registered with the current ECMS system. The user credential shave to be migrated to the new system to enable a smooth transition to the new system. The other master data like block master, PSC master etc. have to be migrated to the new system before go-live.

Training & Support: In view of the incorporation of new technology like digital signatures etc. continuous training and support will have to be extended to DGH officials, E&P operators, agents, custom officials etc. on every aspect of process workflows, digital signatures, signing with digital signatures etc. Further the bidder will be required to put in place a formalised support hierarchy for issues requiring further escalation.

User Interface and Workflows: The user interface has to be innovative which will incorporate recent technology like AJAX/ JQuery extensively.

Also the workflow mappings/paths have to be designed in consultation with DGH. There may be few iterations of UI design activity with regard to end user acceptance.

Improvement on other Shortcomings on existing system: A detail of user interface and workflow related shortcomings as prevalent in the existing system are highlighted in Appendix A and Appendix B. The new forms, workflows and reports on the envisaged system have to rectify the shortcomings as listed in these Annexures.

2.1 Scope of the proposed application and System Study:

DGH as part of an exercise to develop an integrated MIS had carried out an exhaustive study of existing processes, proposed processes, gap analysis and functional requirement specifications. The AS-IS report, TO-BE report and FRS documentations pertaining to EC department have been attached towards the end of this tender document. The proposed application has to complete the all the process requirement as defined on the FRS document.

Further, as part of the execution of the project the bidder will have to carry out an in-depth system study involving all the stakeholders. They will include DGH's EC department, DGH's Technical Officers and Nodal Officers, E&P Operators, Agents authorized by Operators and custom officials. The existing ECMS system can also give good insights into current EC issuing business process. The bidder has to get detailed SRS highlighting major aspects of the project approved by DGH before starting of customization. Subsequently agile software development methodology may be adopted till the completion of the project.

2.2 Prototype Development:

The bidder will be required to develop a functional prototype of the proposed application. The prototype will incorporate the following functionalities.

- It will have fully functional input forms pertaining to all workflows.
- Input forms will have to be complete from all respects with required validations.
- Incorporation of on-line help facility to rectify the issue of operator/agent to facilitate them to upload or modify the EC application.
- Fully functional content management features and associated roles and entitlements as per the workflow.
- The workflows have to be complete and correct.
- Basic application administration with user creation and management.
- Few sample users to be created and workflows to be tested with required e-mail integration.
- Audit trails to be reproduced and verified.
- Fully functional search and reporting module.
- Few basic reports to be generated of MIS nature.
- Digital signature integration and generation of digitally signed EC.

2.3 Project Go-Live:

Subsequent to the prototype approval by DGH, a suitable go-live date would be worked out. The following would be completed before go-live period.

- Migration of all user and other master data from the existing system
- Installation of SSL Certificate on the production server.
- End user training for DGH officials.
- Preparation of end user manuals.
- Final UAT done from the DGH users.
- Preparation of manuals highlighting basics of digital signatures and associated legal enactment to educate the users.
- All other pending jobs pertaining to development and reporting.
- Finalization of business continuity planning and mock drill of disaster recovery.
- The bidder has to put minimum of one developer/engineer onsite for next three months from the day of Go-live to resolve all teething and post go-live issue.

3.0 Technology for Software Development and deployment:

The application has to be deployed in the following environment. The production server would be hosted in DGH's own data centre.

- OS: Windows 2012/2008 64Bit on Intel x64 Architecture
- Scripting Language: .Net 4.5 / PHP in HTML 5
- Database: Oracle 11g
- Browser Support: Chrome, Firefox and IE

DGH would not procure any other additional software license for this project. Bidder has to mobilize all software required for the developers and for all purposes required for the project.

4.0 Other Deliverables:

Configuration of Solution Landscape and development modality: The bidder will be required to formulate and implement a well defined solution landscape comprising Production and Quality environment. Development would primarily be carried out onsite at DGH. The developer has to bring their own development laptop with necessary development software. DGH will provide sitting space with one development server.

System Configuration: The bidder will be required to configure application servers, database servers etc. as provided to them. DGH will provide necessary hardware and OS and Anti Virus solution for the same.

SSL Certificate Installation: A valid class 2 SSL certificate will have to be installed and integrated with the solution in the production server so that all

public communication is carried out in a secured manner. The bidder will be required to procure a valid SSL certificate on DGH's behalf and install the same. Similarly the bidder will be required to procure at least 5 (five) digital signatures for five EC Issuing officers of DGH.

Backup and Business Continuity: The bidder will have to formulate a backup and business continuity strategy in consultation with DGH's IT team and process owner. All necessary resources will be facilitated to the bidder. Executing the backup policy and restoring back the system to the desired state based on the agreed RTO and RPO subsequent to any eventuality will be the responsibility of the bidder.

Source Code: All source codes, patches are to be formally handed over to DGH. The bidder will be required to prepare detailed system manual, end user manual. All computer programming codes, documents, procedures, processes pertaining to this project would be intellectual property of DGH.

Support for Integration with DGH's Future integrated MIS:

DGH is in the process of deploying an integrated MIS application in line with typical ERP system. Subsequently most of the master data to ECMS would be flowing from the integrated MIS system and vice versa. Bidder would be required to develop additional scripts/backend programmes to facilitate the same application integration based on CSV/excel/XML data format.

5.0 Inclusion:

The proposed work will include all of the following activities.

- All server configurations at DGH's data center.
- System study, programming, testing, deployment.
- Server administration, tuning, backup, recovery.
- Training, end user support.
- SSL Certificate procurement and installation.
- Digital signature procurement and configuration.
- All conveyances
- All other activities/items not mentioned explicitly to execute the project.

6.0 Exclusion:

The following will be excluded from the deliverables of the project for the bidder.

- All servers.
- Operating Systems, Anti Viruses.
- All backup media and equipments.
- Sitting arrangement/space.

- DGH Network and Server access.
- Local Telephone
- Limited Internet

7.0 Warranty and AMC:

The system will be under warranty for 1 year from the day of final project acceptance. Below are the deliverables during the time of warranty from the bidder's side. The application will be under AMC for next 3 years subsequent to the end of warranty period. The scope of work during AMC will be same as above.

- a) Periodic backup of systems, databases and applications pertaining to the application. Periodic restoration and recovery mock-drill of the application. Backup media would be provided by DGH.
- b) Database tuning and maintenance.
- c) Rectification of any bug detected in the delivered software.
- d) Development of ad-hoc MIS reports/scripts from the database as and when required without any structural/data model/design change in the database not exceeding 15 reports/scripts per year.
- e) The bidder will have to form a formal support hierarchy with dedicated email_id, mobile no for issues that need escalation from DGH.
- f) Periodic review and feedback of system security, compliances and other such issues.
- g) Renewal of SSL certificate and renewal of Digital Signatures on DGH's behalf.
- h) Mobile, email, remote support (Teamviewer based) to end user in case of any unresolved application related technical issue. This support has to be available from 8 am morning to 8 pm evening from Monday to Saturday.
- i) Onsite visit to DGH for unresolved technical issue as and when required.
- j) Visit to DGH minimum once in a month for proactive maintenance like backup monitoring, application health checkup etc.
- k) Extending technical support to any other agency in DGH for any requirement of application integration with ECMS

8.0 End User Training:

The bidder will be required to provide end user training to DGH officials, Operators and agents before project go live onsite at DGH. Schedule of the training will mutually be decided by DGH and the bidder. The total duration of the training would be maximum of 5 (five) full working days. These training days would be availed as per the convenience of DGH.

9.0 Application Availability and Uptime:

The ECMS application has to be available 99.75% of time apart from the DGH permitted planned maintenance activities in a quarter. Any hardware or ISP related downtime would not be considered here. Bidder would be responsible downtime arising out of applications, database, OS, Anti Virus and other related components.

AppendixA

Few Shortcomings on Workflow and User Interface Related Designs on the Existing Online System:

A) Role of Users:

Role of NO and TO- Instead of not recommending any application NO and TO should refer the application to IA. Hence there will be three soft buttons like Recommended, Clarification Required and Return to IA.

Role of Issuer-

- 1) In new system role of issuer will come prior to the role of IA.
- 2) Issuer will verify those application recommended by both NO and TO. Either Issuer can raise query on application or recommend and construct EC.
- 3) Two soft buttons to be there in their account, Clarification required and recommend and construct EC. EC reject/Not recommended also to be included. Return to user to be incorporated to Issuer/ IAagfd.
- 4) The above tasks of Issuer are defined only for application having CIF value less than 2 cr.

Role of Issuer for High Valued cases (CIF>2 cr)

Only task no.1 will be changed. For high value cases issuer will able to process the application only when it will be recommended by both IA and DG.

Role of IA

- 1) Once Issuer constructs the EC it should come to IA along with its application for final release.
- 2) There should be four soft buttons in IA's account like, Recommended, Not Recommended, Clarification required and Return to User.
- 3) Return to User task is defined as whenever required IA can send back the application to the NO, to the TO or to the Issuer for recheck just before giving final approval to the EC.
- 4) The above roles are defined for all the cases.

Role of IA for High Valued cases (CIF> 2 cr)

Only task number 1 will be changed in this case. High valued application should come to IA after being approved by NO and TO. And the application will go to DG with IA's recommendation. Once DG approves the application it will come to the Issuer.

Updating "EC to be Processed" page in IA and Issuer's accounts
Certain color coding of ECRN to be made on the current "EC to be Processed" page coming in both IA and Issuer's accounts. The ECRN to be turned in green

color for those applications which are approved by both NO and TO. Those which are pending from any NO or TO should appear in red color.

B) Feedback of DGH users:

- 1) Opening up of uploaded documents a blank window comes in, which to be avoided.
- 2) Reassignment of amendment cases to be allowed.
- 3) BA and/or System Administrator to be enabled to amend the users accounts as per their requirement and produce of proper documents.

C) Feedback of Operator and Agent:

- 1) Operator's accounts should not be deleted permanently. The accounts can be delinked from the operation while required and can be activated as per requirement.
- 2) There should be option of saving data filled by Operator/Agent on every page during filling up EC application.
- 3) The system should allow all the characters. There should not be any limitation of special characters.
- 4) Operator to be allowed to upload their own excel sheet of list of goods provided the Excel sheet is in same format of list of goods available in ECMS system.
- 5) Static data of each user to be saved in DB and to be fetched from DB during filling up the application.
- 6) Agent/Subcontractor to be enabled to view and to reply to the query raised by DGH officials. But their reply should come to DGH after being verified by the concerned Operator.
- 7) Clarifications raised and submitted by any user should be shown in relevant users' accounts in full.

Appendix B

Few Enhancements on Functionalities and Additional Requirements that are missing on the Existing System:

- 1) The content of the Essentiality Certificate (EC) should incorporate the following details as additional pages to the certificate.
 - a. List of goods from the database
 - b. List of goods detail pages from the supporting documents submitted by the operator.
 - c. PEL detail pages to be inserted from the supporting documents
 - d. The issuer should also have the facility to incorporate any other page from any relevant PDF document as separate page towards the end of the certificate.
- 2) There should be facility for regeneration of an existing EC with modified contents. In such scenario there should be facility to withdraw or cancel the earlier EC or to archive the earlier copy as an older version.
- 3) Archiving of Digitally signed ECs and entitlement based downloading facility of the EC for operators
- 4) Once the generation of digitally signed EC is complete, the system should archive it with suitable nomenclature inside the system
- 5) Issuer will check the EC and if everything is found in order then he will recommend the EC to IA for final issue. The EC would be again verified by the IA. If everything is found in order then he will publish the EC with digital signature. Then the EC would be available to the respective operator against his relevant application for download through the ECMS. Otherwise the signed EC will be sent back to the issuer for modifications.
- 6) The system should also intimate the operator with e-mail that his EC against the relevant EC application is ready for download
- 7) The concerned operator should be able to download the appropriate EC against his appropriate application.
- 8) The system should also keep records of downloaded ECs
- 9) It will be required to design a new login page for Custom officer at Various ports/other custom authorities (as applicable) in the country for verification of the ECs issued.
- 10) DGH Administrator should have facility to create new accounts with passwords along with corresponding privileges for custom officials.
- 11) After logging in, the port officials should be able to view, download digitally signed certificate and associate documents corresponding to his port by operator wise/region wise/date wise/EC No wise for verifying and cross checking the produced certificates by the operators.
- 12) The system should mandatorily ask the applicant to fill up the following fields:
 - a. Purpose of goods
 - b. Name of Licensee
 - c. Block names

- 13) All the technical categories and licensee names should be available in dropdown lists under the fields “purpose of goods” and “name of licensee” respectively.
- 14) ‘Not Recommended’ button should be removed from the accounts of all other users except IA. A new button ‘Return to IA’ to be inserted for all those users.
- 15) Currently archived report should contain the name of authorized signatory of the operator.
- 16) Full text of query and/or reply should be visible in the application in its all phase to all the ECMS users.
- 17) For a particular applicant the EC application should be required to fetch all official detail such as tel no., address, fax no., automatically from the database .So that there may be no requirement to fill up all these fields again and again.
- 18) After completion/submission of one EC by DGH users the next application should open up automatically.
- 19) Name of all the ECMS users should be arranged up alphabetically and naming of the pages containing the user name should be made by alphabets instead of numbers. So that all the user name starting with a particular alphabet may be available from the page named with that alphabet.
- 20) Easy search option i.e. drop down should automatically come for all items which contain the “search” item.
- 21) System should allow reassignment of EC application for which query has been arose. IA should have authorization in all cases.
- 22) During submission of clarification at operator end the EC should open up to the operator only in editable format and once they submit their reply the EC should come to the DGH users seeking clarifications for fresh comments.
- 23) Operator should have the facility to reject any application submitted by agent.
- 24) Registration credential of all other ECMS users except DGH executives should contain and show all the documents submitted by them in its all phase.
- 25) Few additional reports (Around 5) depicting graphical charts like bar chart, pie chart etc based on selectable input parameters need to be developed for internal reporting purposes at DGH.
- 26) Reports on all applications should be available in issuer account.
- 27) Reports on all applications should contain in addition to existing information, full application along with the queries and replies.
- 28) Facility to reassign / Change DGH user after clarifications / amendments received .
- 29) All documents submitted along with EC application to be visible in its all phases to all users.
- 30) IA should be able to check and verify the signatures of authorized signatory’s signature and details while processing the EC.
- 31) Once a contract is uploaded, operator should refer the same contract and need not upload the contract along with every EC. For this once uploaded EC department should study the contract and fill/ verify Parties between the contract. Validity (start date & End date) Every time EC is uploaded field should be picked from verified form automatically.

- 32) Additional confirmation should pop up showing the items under the category while filling SI No of List of Notification Column in EC application.
- 33) Once EC system is online PAC system and NOC will be made online, which are being done manually at present

ANNEXURE –V

Price Format / Schedule

Sr No	Item	Unit	Quantity	Unit Cost (Rs)	Total Cost (Rs)
EC System Development and Deployment					
1.	Initial Lump sum cost of ECMS Development including one class-II digital certificate, 5 digital signatures and 3 months onsite handholding and 1 year post acceptance warranty. (as per the scope of work in Annexure-IV)				
2.	AMC (as per the scope of work in Annexure-IV) cost for 3 years after the end of warranty period.	Year	3		
3.	Applicable taxes (Please Specify the taxes applicable & respective percentages & amounts.				
4.	Grand Total (1 +2+ 3)				

NOTES:

- a. Rate is inclusive of Service tax _____ %.
- b. The prices are inclusive of all taxes, levies, duties etc.
- c. Evaluation of offers will be made based on Grand Total at SI No. 4
- d. The contract price is inclusive of all traveling expenses including both overseas and domestic and boarding & lodging charges. No other payment on any score whatsoever will be payable by DGH.

Authorised Person's Signature:_____
Name:_____
Designation:_____

**EC Department's AS-IS, TO-BE and FRS documents
Annexure – VI**

AS-IS STUDY REPORT OF EXISTING EC DEPARTMENT



4.17 Essentiality Certificate (EC)

Government of India, through NELP invites all companies both Indian & foreign for investment in E&P sector for securing energy needs of the country. The EC department in DGH receives applications from various operators for duty free import of goods and excise exemption as well. This department completes all formalities & issue certificates within stipulated time frame. Besides, the department also issues NOC's for activities related to E&P operation.

Major activities done by EC:

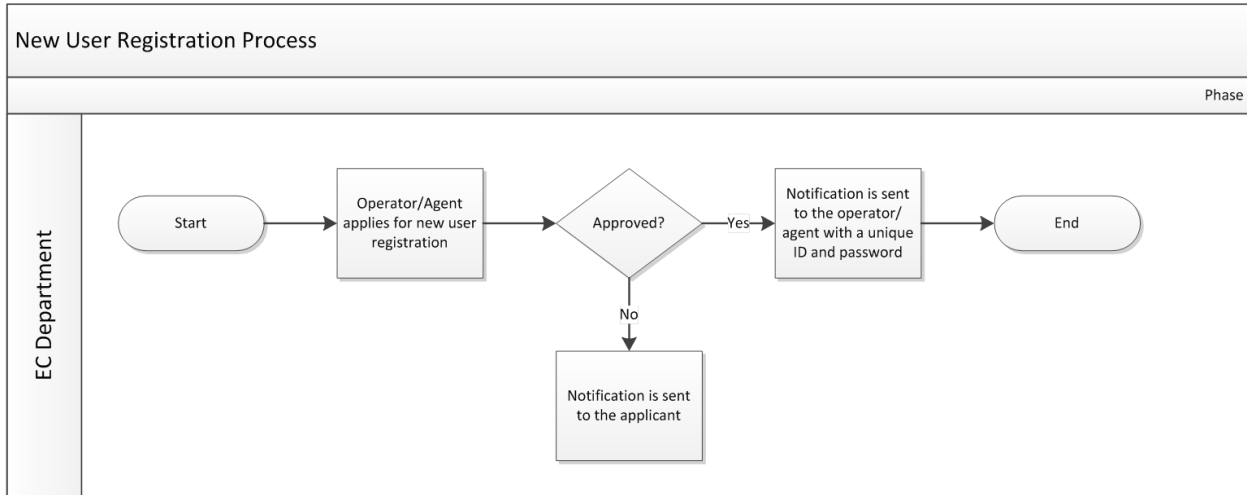
- Issue of EC (Essentiality Certificate).
- Issue of NOC (No Objection Certificate).
- Extensions and amendments of ECs.
- Audit on utilization of ECs.
- Archival of End use report.
- Issue of Procurement Authorization Certificate
- Facilitation of reports and data for Audit.

Process List

1	Registration of Operators/ Agents in ECMS
2	EC Issuance Process for Custom Goods
3	EC Utilization/Monitoring Process
4	EC Issuance Process for Excise Goods/Issuance of PAC
5	NOC clearance for re-export/transfer of custom goods
6	EC surrender process
7	EC cancellation process
8	EC extension process

Process Diagrams

Registration of Operators/ Agents in ECMS



Department:	EC	Version:	0.1
Process Name:	Registration of Operators/ Agents in ECMS	Process Owner:	EC
Process			Responsibility
1. Any new operator/Sub-Contractor/Agent applies for a new user registration on ECMS. Operator also sends the hard copy of the application.			Operator
2. Request sent to the authorized user of ECMS.			IA
3. Signature of the operator on hard copy is matched with the electronic signatures on the application received online.			IA
4. If approved, notification sent to the operator with unique code and password through email.			IA
5. If rejected, notification sent to the operator through email.			IA

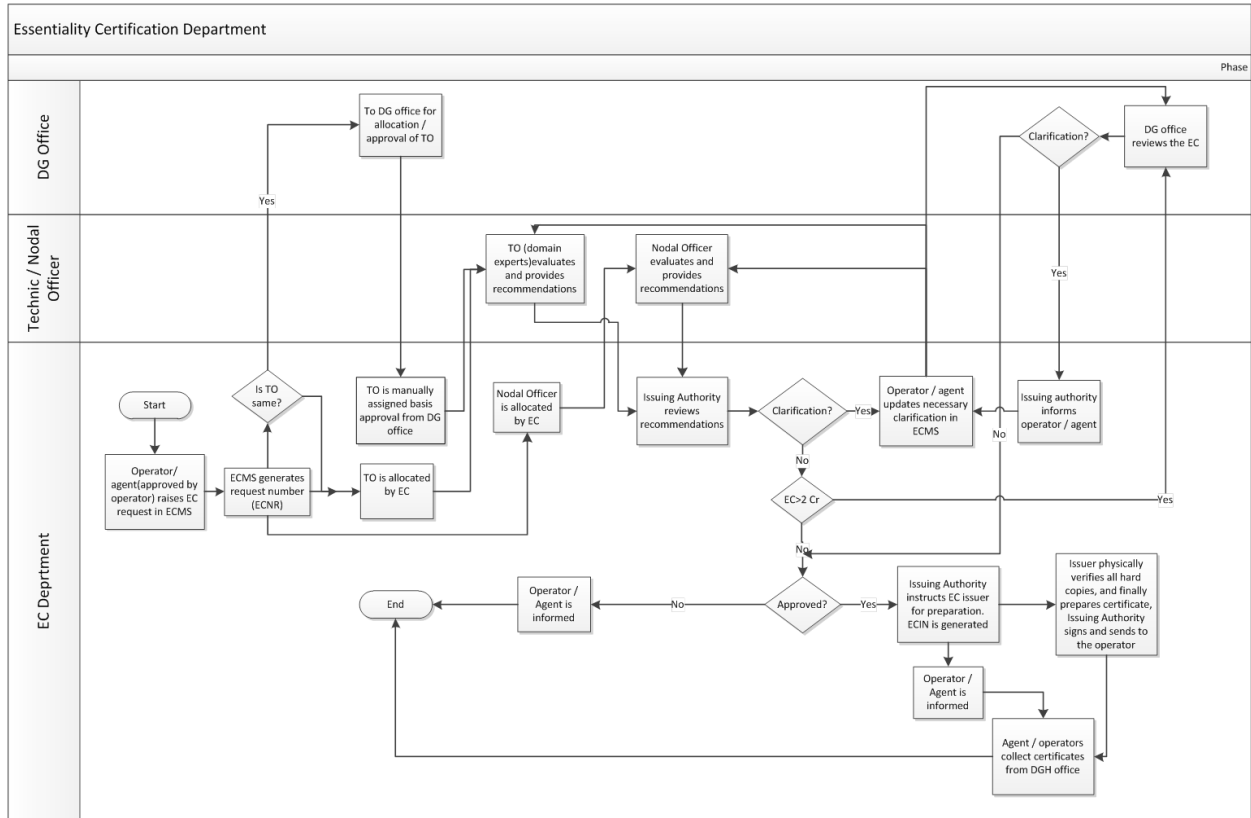
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MIS Requirements

Activity	Docs to be stored in MIS	MIS Requirements
1. Receiving application for registration	Registration form	Registration number, Operator's details, blocks in which operator is operating as on date, Signature specimen, complete agent details
	Authorization letter of operator	operator, contractor, subcontractor, Signature specimen, complete agent details
	Authorization letter of Subcontractor(if applicable)	operator, contractor, subcontractor, Signature specimen
	Scanned specimen signature of USER with operator endorsement	Signature specimen
2. Authorization and registration of user	Registration form	Creation of User ID, 16 digit unique ID number, Password
	Authorization letter of operator	Registration number, Operator's details, blocks in which operator is operating as on date, Signature specimen, complete agent details
	Authorization letter of Subcontractor(if applicable)	operator, contractor, subcontractor, Signature specimen, complete agent details
	Scanned specimen signature of USER with operator endorsement	operator, contractor, subcontractor, Signature specimen
		Signature specimen

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EC Issuance Process for Custom Goods



Department:	EC	Version:	0.1
Process Name:	EC Issuance Process for Custom Goods	Process Owner:	EC
Process			Responsibility
1. Any upstream E&P Operator (e.g. ONGC, RIL, OIL etc.) or its authorized agents apply for EC through the online application page of ECMS. The application is submitted under relevant category, and they upload all necessary supporting documents to the ECMS portal.			Operator
2. After uploading all necessary documents, an ECRN number is generated against that EC application. If the application is raised by an agent then the EC request has to be finally approved by the operator.			Operator
3. Request is forwarded to DG only in the case of change in allocation of TO. TO is then manually assigned on the basis of approval from DG.			DG
4. The online EC application becomes available to the relevant officers depending on the category of EC application and to the Issuing Authority (IA) at DGH. These officers are also intimated by automatic mail through			TO/NO

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the ECMS.	
5. The EC application is then scrutinized. Recommendation on EC (Accept/Reject/Accept subject to clarifications) is made.	TO/NO
6. If recommendation is not obtained from both TO and NO then the EC is rejected and the relevant message is sent to the operators.	TO/NO
7. On getting the approval from both TO and NO the Issuing Authority (IA) will finally go through the EC request and the supporting documents.	IA
8. If the value concerned at the EC request is more than 2 Crore then the request will be put to Director General (DG) for approval.	IA
9. Any query put forwarded by DG will also be routed to the operator through the IA.	DG
10. On getting every approval, the IA will recommend the EC to the ISSUER. An automated mail will go to the operator with an ECIN number stating completion of EC processing.	IA
11. The issuer will finally verify all the supporting documents uploaded online with the signed hard copies of the documents manually sent by operators to DGH.	EC Issuer
12. Issuer will take a print out of the EC.	EC Issuer
13. The IA will finally put his manual signature on the EC and the EC is dispatched to the relevant operator.	IA

MIS Requirements

Activity	Docs to be stored in MIS	MIS Requirement
1. Screening of Application	1. EC application form	Should extract following information from EC application form: ECRN no, Operator, Contractor, supplier, Contract number, Block, Notification number, CIF value, Port of unloading, Date, port of unloading, Negative import, Goods discipline, Work program approval status
	2. PSC or, Contract document	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work

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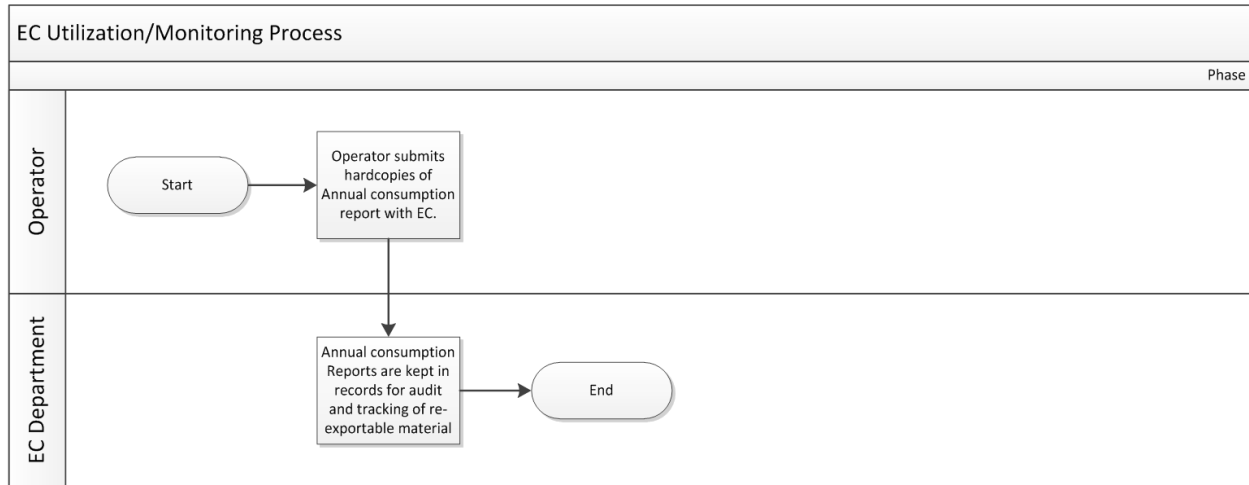
Activity	Docs to be stored in MIS	MIS Requirement
2. Verification of annexed documents	1. EC application form	ECRN no, Operator, Contractor, supplier, Contract number, Block, Notification number, CIF value, Port of unloading, List of goods, Discipline of goods, Date, Invoice number, Stage of E & P cycle, Work program approval status
	2. PSC or, Contract document	Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	PO Number, Operator, Supplier,
	5. Affidavit	
	6. Undertaking	
	7. ED/AM certificate	
	8. Commencement letter	
	9. PEL/ML block list	
	10. Budget certificate	
	11. DGCA/AERB Certificate	Negative import
	12. LOA (with letter of acceptance)	
	13. Amendments(if any)	
14. Technical Specification		
3. Recommendation of EC	1. EC application form	Generation of ECIN number
	2. PSC or, Contract document	Archival of documents submitted by Applicants with respect to ECIN and ECRN numbers
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	
	5. Affidavit	
	6. Undertaking	
	7. ED/AM certificate	
	8. Commencement letter	
	9. PEL/ML block list	
	10. Budget certificate	
11. DGCA/AERB Certificate		

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Activity	Docs to be stored in MIS	MIS Requirement
	12. LOA (with letter of acceptance)	
	13. Amendments(if any)	
4. Clarification on EC	1. EC application form	Sending query to Operator
	2. PSC or, Contract document	Archival of query and should be visible after submitting query.
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	
	5. Affidavit	
	6. Undertaking	
	7. ED/AM certificate	
	8. Commencement letter	
	9. PEL/ML block list	
	10. Budget certificate	
	11. DGCA/AERB Certificate	
	12. LOA (with letter of acceptance)	
13. Amendments(if any)		

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EC Utilization/Monitoring Process

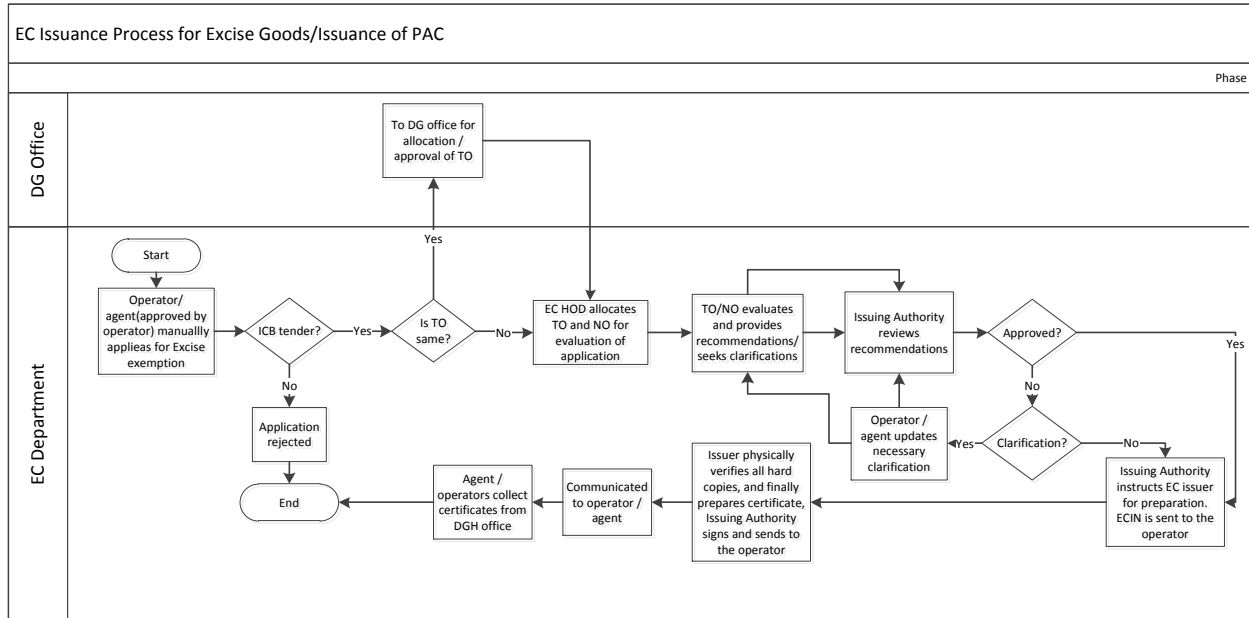


Department:	EC	Version:	0.1
Process Name:	EC Utilization/Monitoring Process	Process Owner:	EC
Process			Responsibility
1. Operator submits the soft copies and hard copies of annual consumption report.			Operator
2. EC department keeps the Annual Consumption Reports for facilitation of data and reports to audit.			EC

MIS Requirements

Activity	Docs to be stored in MIS	MIS Requirement
1. Operator submits the Annual Consumption Report	1. End User report	Annual Consumption Report with following information: ECRN No., DGH EC NO., Invoice Number, Contract & PO No., Item Description, Imported Items Quantity, Quantity Consumed/In Use, Balance Quantity, Total CIF value in INR, Status/Remark, Remark mentioned in EC

EC Issuance Process for Excise Goods/ Issuance of PAC



Department:	EC	Version:	0.1
Process Name:	EC Issuance Process for Excise Goods/Issuance of PAC	Process Owner:	EC
Process			Responsibility
1. The operator manually applies for Excise exemption. If it is an ICB tender then only HOD of EC division allocates TO/NO for the evaluation of the application. If it is not an ICB tender then the application is rejected.			Operators
2. Request is forwarded to DG only in the case of change in allocation of TO. TO is then manually assigned on the basis of approval from DG.			DG
3. TO/NO evaluates the application and provide their recommendations. These recommendations are then reviewed by the Issuing Authority. If clarification is required, the operators need to provide required clarification to proceed further.			TO/NO
4. If no clarification is required, the issuing authority informs the EC issuer to prepare the EC.			TO/NO
5. EC issuer physically verifies all the hard copy documents received. After verification, prepares the certificate and get it signed by the Issuing Authority. Later, send the certificate to the operator or the operator can			TO/NO

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collect it from the DGH office.

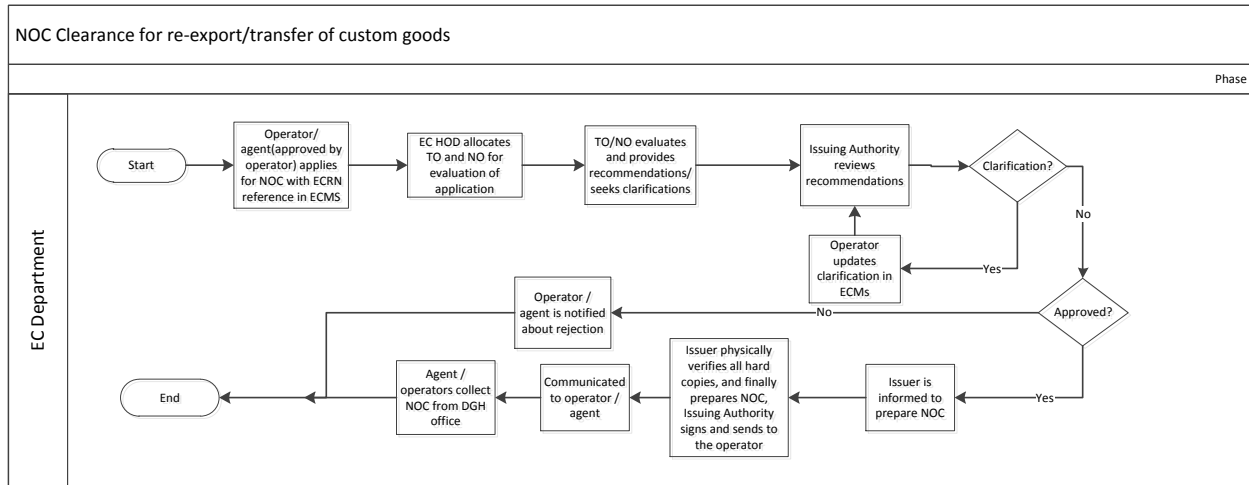
MIS Requirements

Activity	Doc. To be stored in MIS	MIS Requirement
1. Screening of Application	1. PAC application form	Should extract following information from PAC application form: PACRN no, Operator, Contractor, supplier, Contract number, Block, Purchase value, Date, Goods discipline
	2. PSC or, Contract document	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
2. Verification of annexed documents	1. PAC application form	PACRN no, Operator, Contractor, supplier, Contract number, Block, Purchase value, Date, Goods discipline, List of goods, Discipline of goods, Date, Invoice number, Stage of E & P cycle,
	2. PSC or, Contract document	Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	PO Number, Operator, Supplier
	5. Project authority certificate	Operator, Contractor
	6. Scanned ICB copy	
	7. ED/AM certificate	
	8. Commencement letter	
3. Recommendation of PAC	9. Amendments(if any)	
	1. PAC application form	Generation of PACIN number
	2. PSC or, Contract document	Archival of documents submitted by Applicants with respect to PACIN and PACRN numbers
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	
	5. Project authority certificate	
	6. Scanned ICB copy	
7. ED/AM certificate		

AS IS Report

Activity	Doc. To be stored in MIS	MIS Requirement
	8. Commencement letter	
	9. Amendments(if any)	
4. Clarification on PAC	1. PAC application form	Sending query to Operator
	2. PSC or, Contract document	Archival of query and should be visible after submitting query.
	3. Scanned Invoice	
	4. Technical justification	
	5. Purchase order	
	5. Affidavit	
	6. Undertaking	
	7. ED/AM certificate	
	8. Commencement letter	
	9. PEL/ML block list	
	10. Budget certificate	
	11. DGCA/AERB Certificate	
	12. LOA (with letter of acceptance)	
13. Amendments(if any)		

NOC clearance for re-export/transfer of custom goods



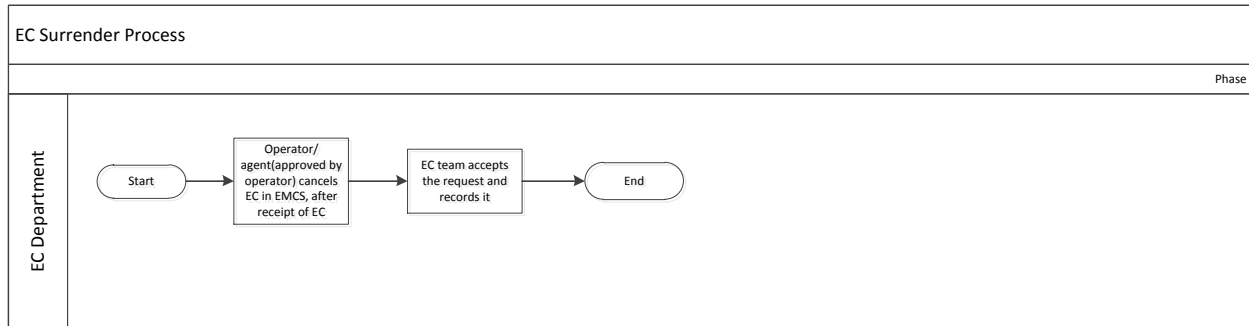
Department:	EC	Version:	0.1
Process Name:	NOC clearance for re-export/transfer of custom goods	Process Owner:	EC
Process			Responsibility
1. The operator manually applies for NOC. HOD of EC division allocates TO/NO for the evaluation of the application.			Operators
2. TO/NO evaluates the application and provide their recommendations. These recommendations are then reviewed by the Issuing Authority. If clarification is required, the operators need to provide required clarification to proceed further.			TO/NO
3. If no clarification is required, the issuing authority informs the EC issuer to prepare the EC.			TO/NO
4. EC issuer physically verifies all the hard copy documents received. After verification, prepares the certificate and get it signed by the Issuing Authority. Later, send the certificate to the operator or the operator can collect it from the DGH office.			TO/NO

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MIS Requirements

Activity	Docs. To be stored in MIS	MIS Requirements
1. Receiving application for NOC	1. NOC application form	Should extract following information from NOC application form: NOCRN no, purpose of NOC, Operator, Contractor, Contract number, Block(transferor and transferee), Date, Goods discipline, Items re-exportable(Y/N)
	2. PSC or, Contract document	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
2. Verification and recommendation for NOC	1. NOC application form	NOCRN no, Purpose of NOC, Operator, Contractor, Contract number, Block(transferor and transferee), Date, Goods discipline,
	2. PSC or, Contract document	Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Scanned Invoice of import	
	4. NOC from operator	Purpose of NOC, Operator, Contractor, Contract number, Block(transferor and transferee), Date, Goods discipline,
	5. Scanned EC application form used for import	
	6. Scanned application for NOC application (if provided)	
	7. Lost in hole certificate	
	8. Abandonment certificate	
	9. Discharge certificate	
	10. Other documents(as applicable to purpose of NOC)	

EC Surrender Process

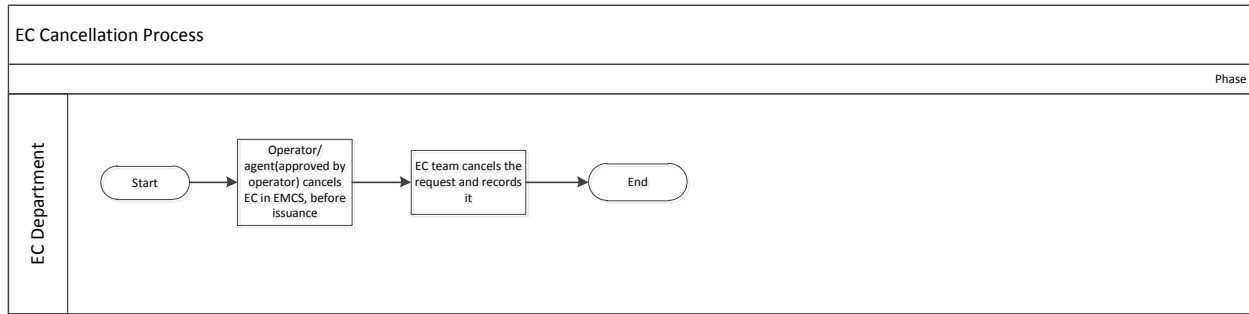


Department:	EC	Version:	0.1
Process Name:	EC Surrender Process	Process Owner:	EC
Process			Responsibility
1. The operator manually submits the hard copy of the documents and also applies online on ECMS.			Operators
2. Request approved.			IA

MIS Requirements

Activity	Docs to be stored in MIS	MIS Requirement
Receiving application/and approval for surrender	1. Surrender application	Should extract following information from EC application form: Previous ECRN no/and ECIN no., Operator, Contractor, supplier, Contract number, Block, Notification number, CIF value, Port of unloading, Date, port of unloading, Negative import, Goods discipline, Work program approval status
	2. Scanned copy of EC for surrender	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Reason for surrender	

EC Cancellation Process



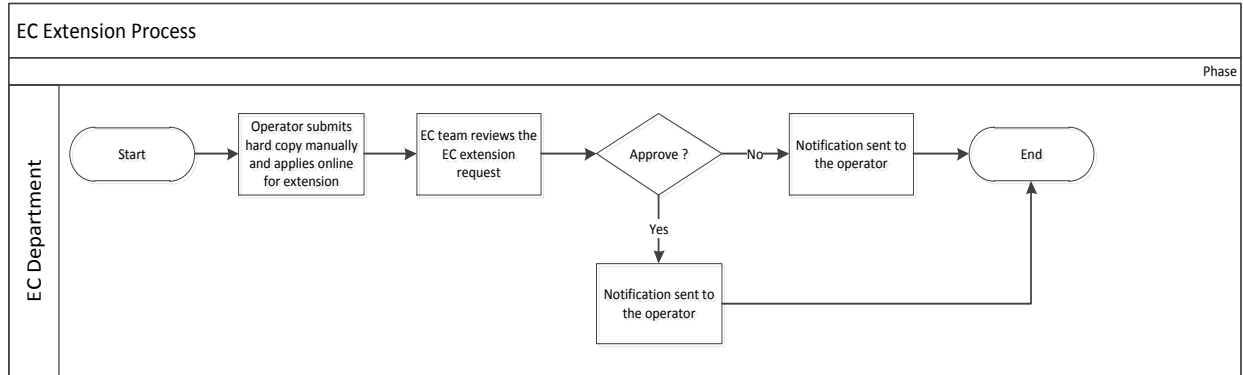
Department:	EC	Version:	0.1
Process Name:	EC Cancellation Process	Process Owner:	EC
Process			Responsibility
1. The operator manually submits the hard copy of the documents and also applies online on ECMS.			Operators
2. Request approved.			IA

MIS Requirements

Activity	Docs to be stored in MIS	MIS Requirements
Receiving application/and approval for cancellation	1. Surrender application	Should extract following information from EC application form: Previous ECRN no, Operator, Contractor, supplier, Contract number, Block, Notification number, CIF value, Port of unloading, Date, port of unloading, Negative import, Goods discipline, Work program approval status
	2. Scanned copy of EC application	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Reason for cancellation	

AS IS Report

EC Extension Process



Department:	EC	Version:	0.1
Process Name:	EC Extension Process	Process Owner:	EC
Process			Responsibility
1. The operator manually submits the hard copy of the documents and also applies online on ECMS.			Operators
2. Request is reviewed by the EC team.			IA
3. IA informs to extend the EC for certain duration.			TO/NO

AS IS Report

MIS Requirements

Activity	Docs. To be stored in MIS	MIS Requirement
Receiving application/and approval for extension	1. Extension application	Should extract following information from EC application form: Previous ECRN no, Operator, Contractor, supplier, Contract number, Block, Notification number, CIF value, Port of unloading, Date, port of unloading, Negative import, Goods discipline, Work program approval status
	2. Scanned copy of Previous EC	Should extract following information from PSC/Contract doc: Operator, Contractor, Contract Number, Commencement date, Contract duration, Scope of work
	3. Reason for extension	

Challenges

1. Retrieving EC applications (with supporting documents) in respect of operator, importer, PSC number, blocks, time domain, Negative import, re-exportable items, NO/TO/EC accounts.
 2. Retrieving contract duration is difficult in present system.
 3. Only one EC should be allowed against an invoice (Not available in present ECMS application).
 4. Downloading documents and verification of data.
 5. EC utilized at customs end should be identifiable.
 6. If an EC is not utilized by applicant before expiry period, no alert or notification is received.
 7. Consolidated report on day basis should be obtainable which states the number of EC recommended against a particular EC account, bearing details of NO/TO/operator/block etc.
 8. Problem arises in referring to a query posed in an EC after submitting query.
 9. Retrieving PAC applications (with supporting documents) in respect of operator, PSC number, block, time domain, Negative purchase, re-exportable items.
 10. Referring to a query posed against a PAC after submitting query is difficult.
 11. Renewal/Reauthorization of registration annually is not done in present system.
 12. No alerts are generated for the operator if account is lying idle for three months.
 13. If the account is idle for six months, it should be locked which is not being done presently.
 14. NOC's are issued on various purposes therefore subject of NOC should be flexible.
 15. Retrieving NOC with respect to operator, PSC number, blocks, time domain, re-exportable items, Subject.
 16. Archival of unutilized EC/ alert from custom's end if an EC remains unutilized for six months.
 17. Archival of surrendered EC is not there presently.
 18. Archival of cancellation EC is not there in present system.
 19. Application is too bulky.
 20. Data is not auto saved.
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AS IS Report

21. Repetition of uploading same documents is done. There is no common repository on server.
 22. Operator cannot use same login details to apply again for EC in case rejected once.
 23. Tracking of Approvals is challenging.
 24. Report from the point of view of Audit is not available.
 25. No validations applied in present ECMS application.
 26. EC process turnaround time is very high.
 27. Tracking of re-exportable items is very difficult.
 28. No reports are being provided to the operator presently.
 29. No user manuals available for operator or EC employees.
 30. EC value and PO/Invoice value does not match.
 31. List of documents are not standardized.
 32. If a TO/NO is on leave, allocation of work is done manually which is a time consuming process.
 33. Display list of ECMS is not informative. It needs to be enhanced.
 34. There is not any recovery mechanism, in case the unique code is lost by the operator.
 35. Application admin does not have option to resolve an EC along with tracking mechanism.
 36. EC team receives all documents but some documents should be verified at TO/NO level.
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TO-BE PROCESS DOCUMENTATION



3.6 Essentiality Certificate Management System (ECMS)

For Registration of new Operators/ Sub-contractors and Agents in EC Department, proposed application will cater to the registration of any new operators, their authorized sub-contractor / agent. Any new applicant will be able to apply for registration through this application, followed by mandatory submission of physical application with DGH.

For Issuance of new EC for custom / excise goods, PAC, NOC clearance, extension / amendment of existing EC, proposed application will provide end to end solution to all stake holder including applicant and DGH. Application will cater to all types of applications any registered user needs to submit including issuance of new application issuance of EC for custom / excise goods, issuance of PAC, NOC and extension / amendment of EC. Application will provide field level validation at applicant level, and this will avoid any incorrect data type from entering the fields. This will avoid any errors in calculating EC value. Application will be able to calculate EC value and will be able to compare it with PO during submission.

For EC surrender / cancellation process, application will trigger alerts on its own, in case predefined date of submission or expiry of issued EC has lapsed. This will trigger an email notification to applicant and EC department. Applicants will also be able to apply for cancellation / surrender of an EC. Application will provide EC department option to decide on the stage at which an EC application cannot be cancelled, if not already issued.

Application will provide a repository of defined size limit to all applicants to upload basic documents of large size, which can be referred in any further / different application involving use of these documents. This will help applicant by removing redundant and tedious activity of uploading large size files / documents. Application will provide real time information on movement of application and documents to all stake holders. Application will provide data entry validation, which will avoid any lapse in meeting deadlines. Application will provide option to users to change / modify their passwords. Application will provide option of filling e-Forms offline and upload them in to main portal, which will avoid any data loss in case of connectivity issues. Also, application will have auto save option to avoid any data loss during online submission.

Application will have a mandatory declaration section for submission of physical documents as well, and with making this declaration, user will not be able to submit online application. Application will raise email alerts on every successful receipt of Application (online and physical), lapse of defined time line, change of status, change of owner and output.

Process summary

Sno	Process Name	Input	Output	Frequency	Alerts
1	Registration of new Operators/ Sub-contractors and Agents in EC	<ul style="list-style-type: none">Application from new Operator/Subcontractor / agent along submission of physical documents in DGH	<ul style="list-style-type: none">Approval / rejection of application by EC Department, DGH and assignment of login ID and	As and when required.	<ul style="list-style-type: none">Receipt of Application (online and physical).Lapse of defined time line.

	Departments		password in case of approval.		<ul style="list-style-type: none"> • Change of status • Change of owner • Output.
2	Issuance of new EC for custom / excise goods, PAC, NOC clearance, extension / amendment of existing EC	<ul style="list-style-type: none"> • Application from registered operator /Subcontractor / agent along submission of physical documents in DGH. • Expiry of existing EC issued to applicant. 	<ul style="list-style-type: none"> • Approval / rejection of application by EC Department, DGH and grant of EC / NOC / Extension / Amendment. • Cancellation / extension of EC issued. 	As and when required.	<ul style="list-style-type: none"> • Receipt of Application (online and physical). • Lapse of defined time line. • Change of status • Change of owner • Output. • Value mismatch • Work plan mismatch.
3	EC surrender / cancellation process.	<ul style="list-style-type: none"> • Application from registered operator /Subcontractor / agent along submission of physical documents in DGH. 	<ul style="list-style-type: none"> • Acceptance / rejection of application by EC Department, DGH. 	As and when required.	<ul style="list-style-type: none"> • Receipt of Application (online and physical). • Lapse of defined time line. • Change of status • Change of owner • Output.

FUNCTIONAL REQUIREMENT SPECIFICATIONS

3.7 Essentiality Certificate Management System

Sno	Process Name	Functional Details
1	Registration of new Operators/ Sub-contractors and Agents in EC Department	<p>Application should allow any new applicant to apply for a new user registration.</p> <p>Application should allow applicant to make a repository of mandatory documents, which can be referred for future transaction regarding application.</p> <p>Application should ask for category of applicant. I.e - Operator / sub-contractor or agent.</p> <p>Application should ask to upload copy of authorization letter in case applicant is not an operator.</p> <p>Application should ask for data required for verification of the application.</p> <p>Application should allow applicant to upload all required documents with sufficient size limit.</p> <p>Application should seek reference page numbers for relevant information with uploaded documents.</p> <p>Application should ask for a mandatory declaration on physical submission through a check box before confirming application submission.</p> <p>Application should allow DGH official to confirm of receipt of physical documents</p> <p>Application should generate email notifications to all stake holders on receipt of physical documents.</p> <p>Application should have field level validations.</p> <p>Application should generate a unique application identification code on successful submission.</p> <p>Application should generate an email confirming on successful submission along with application identification code.</p> <p>Application should allocate application to authorised user in DGH for processing</p> <p>Application should generate an email confirmation to DGH official on successful submission.</p> <p>Application should generate an email confirmation to HOD - EC on successful submission.</p> <p>Application should allow DGH official to view all the information and documents required for verification.</p> <p>Application should generate reminder emails to concerned DGH official on lapse of pre-defined processing timeline of each pending application.</p> <p>Application should generate reminder emails to HOD - EC on lapse of pre-defined processing timeline of each pending application.</p> <p>Application should allow DGH official processing the application to approve / reject pending applications.</p> <p>If approved by DGH official, Application should allocate the application to HOD - EC for final approval.</p> <p>Application should generate email notification to applicant on change of status of application.</p>

Sno	Process Name	Functional Details
		<p>Application should generate email notification to HOD - EC on approval of application</p> <p>Application should generate reminder emails to HOD - EC on lapse of pre-defined processing timeline of each pending application.</p> <p>Application should allow DGH official processing the application to approve / reject pending applications.</p> <p>If approved by HOD - EC, Application should generate assign a unique login Id and password to the applicant.</p> <p>Application should generate an email notification confirming approval of application, along with user ID and password to applicant only</p> <p>Application should generate an email notification confirming approval of application to all other stake holders.</p> <p>If rejected by DGH official, Application should allow DGH official to add comments / reasons.</p> <p>Application should generate email notification to applicant on rejection of application along with comments / reasons updated by DGH official.</p> <p>Application should generate email notification to HOD - EC on rejection of application along with comments / reasons updated by DGH official.</p> <p>Application should allow applicant to update / submit details as per comments submitted by DGH official.</p> <p>If rejected by HOD - EC, Application should allow DGH official to add comments / reasons.</p> <p>Application should generate email notification to applicant on rejection of application along with comments / reasons updated by DGH official.</p> <p>Application should generate email notification to HOD - EC on rejection of application along with comments / reasons updated by DGH official.</p> <p>Application should allow applicant to update / submit details as per comments submitted by DGH official.</p> <p>Application should generate email notifications at in each case of change of status of application to all stake holders on submitting updates.</p> <p>Application should allow to alter period and parameters while generating reports</p>
2	Issuance of new EC for custom / excise goods, PAC, NOC clearance, extension / amendment of existing EC	<p>Application should allow only registered user to apply.</p> <p>Application should allow applicant to change / modify their passwords.</p> <p>In case applicant is an agent / Sub contractor, Application should allow choosing multiple operators.</p> <p>Application should allow applicant to apply for only 1 block / PSC in 1 application.</p> <p>Application should ask to upload copy of authorization letter in case applicant is not an operator.</p> <p>Application should provide a drop down option to the applicant for the list of blocks / PSC.</p> <p>Application should allow applicant to make / modify a repository of mandatory documents to be uploaded only once.</p> <p>Application should auto save application at predefined intervals, to avoid data loss in case of shut down or disconnection.</p>

Sno	Process Name	Functional Details
		Application should also allow offline e-Forms.
		Application should generate links to each mandatory documents uploaded mandatory document.
		Application should allow applicant to give reference of the links of mandatory documents while submitting an application.
		Application should seek reference page numbers for relevant information with uploaded documents.
		Application should ask for category / type of application while submitting a new application.
		Application should capture / seek information on relevant head of approved work plan.
		Application should ask for data required for verification of the application.
		Application should allow applicant to upload all required documents in addition to mandatory documents in repository with sufficient size limit.
		Application should be able separately capture value of goods, services and freight.
		Application should ask for categorization of goods as per custom defined list.
		Application should have field level validations.
		Application should check and raise an alert in case on any gap in PO and EC value.
		Application should ask for breakup of goods and services value while submitting an application in case of custom goods.
		Application should be able to calculate EC value, basis inputs provided by the applicant.
		Application should take a confirmation from the applicant on EC value calculated before submitting the application.
		Application should ask for a mandatory declaration on physical submission through a check box before confirming application submission.
		Application should allow DGH official to confirm of receipt of physical documents
		Application should generate email notifications to all stake holders on receipt of physical documents.
		On success ful submission, Application should generate a unique identification code for each successful application submitted.
		Application should generate an email confirming successful application submission along with unique identification code.
		Application should connect to PSC module, to pick latest information related to the block / PSC
		Application should allocate application to authorised user in EC Department for processing.
		Application should be able allocate application to Technical and Nodal Officer in case of EC application on predefined basis.
		Application should generate an email confirmation to Technical and Nodal officers on successful submission.
		Application should automatically intimate EC official, in case Technical or Nodal Officer are required to be allocated manually. If not already defined

Sno	Process Name	Functional Details
		in the Application.
		Application should be able to check leave status before automatically allocating application to concerned DGH official.
		Application should be able to escalate application to HOD - EC, in case concerned DGH official is on leave.
		Application should generate an email confirmation to DGH official on successful submission.
		Application should generate an email confirmation to HOD - EC on successful submission.
		Application should allow all concerned DGH officials to view all the information and documents required for verification.
		Application should generate reminder emails to concerned DGH official on lapse of pre-defined processing timeline of each pending application.
		If approved by DGH official, Application should allocate the application to HOD - EC for final approval.
		Application should generate email notification to applicant on change of status of application.
		Application should generate email notification to HOD - EC on approval of application
		Application should generate reminder emails to HOD - EC on lapse of pre-defined processing timeline of each pending application.
		Application should allow DGH official processing the application to approve / reject pending applications.
		If approved by HOD - EC, Application should generate softcopy of certificate / NOC to be issued to applicant.
		Application should generate email notification to applicant along with the soft copy of the certificate issued
		Application should generate an email notification confirming approval of application, along with user ID and password to applicant only
		Application should generate an email notification confirming approval of application to all other stake holders.
		If rejected by DGH official, Application should allow DGH official to add comments / reasons.
		Application should generate email notification to applicant on rejection of application along with comments / reasons updated by DGH official.
		Application should generate email notification to HOD - EC on rejection of application along with comments / reasons updated by DGH official.
		Application should allow applicant to update / submit details as per comments submitted by DGH official.
		If rejected by HOD - EC, Application should allow DGH official to add comments / reasons.
		Application should generate email notification to applicant on rejection of application along with comments / reasons updated by DGH official.
		Application should generate email notification to HOD - EC on rejection of application along with comments / reasons updated by DGH official.
		Application should allow applicant to update / submit details as per comments submitted by DGH official.

Sno	Process Name	Functional Details
		<p>Application should generate email notifications at in each case of change of status of application to all stake holders on submitting updates.</p> <p>Application should provide application list through in form of a comprehensive format.</p> <p>Application should allow DGH official / HOD - EC to define expected surrender timeline while approving an application.</p> <p>Application should raise an email notification to all concerned stake holder (including applicant) on lapse of expected surrender date.</p> <p>Application should provide option of digital certificate for future development.</p> <p>Application should generate reminder emails at predefined intervals for submission of EC consumption report as per defined parameters.</p> <p>Application should be able to pre-fetch and display already stored data required in EC consumption report.</p> <p>Application should allow applicant to update EC consumption status / data only in the required fields.</p>
3	EC surrender / cancellation process	<p>Application should allow applicant to surrender EC issued by DGH.</p> <p>Application should ask for a mandatory declaration on physical submission through a check box before confirming application submission.</p> <p>Application should generate email notifications to all stake holders on successful submission.</p> <p>Application should allow DGH official to confirm of receipt of physical documents</p> <p>Application should generate email notifications to all stake holders on receipt of physical documents.</p> <p>Application should allow DGH official to define stage beyond which EC cannot be cancelled.</p> <p>Application should generate email notification to all stake holders on successful acceptance of EC surrendered / cancelled.</p> <p>Application should provide option of digital certificate for future development.</p>

Reports to be generated:

Sno	Reports to be generated
1	List / number applications Received
2	List / number of pending applications
3	Current status of application
4	Application details (Data)
5	Reason / comments from DGH
6	Date / track of status change for an application
7	EC consumption
8	Freight value report
9	Report of value of goods and services.