



हाईड्रोकार्बन महानिदेशालय

(पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय)

ओआईडीबी भवन, प्लॉट नं.2, सेक्टर 73, नोएडा-201301

फैक्स: +91-0120-247-2049 फोन: + 91-0120-247- 2000

निविदा आमंत्रण सूचना (राष्ट्रीय एकल बोली प्रणाली के अंतर्गत) हाईड्रोकार्बन महानिदेशालय (डीजीएच) में निम्नलिखित सेवाओं के लिए अनुभवी निविदाताओं से प्रतिस्पर्धी बोली आमंत्रित करता है ।

1	निविदा सं.	:	MM-12016/7/2017-DGH/C-2861/ENQ-074
2	सेवाओं का विवरण/आपूर्ति के क्षेत्र	:	हाईड्रोकार्बन महानिदेशालय (डीजीएच) कार्यालय में (वित्तीय वर्ष 2015-16 के लिए) पीएससी/सीबीएम के तहत अन्वेषण ब्लॉकों/फील्ड ब्लॉक के लिए लेखा परीक्षकों की नियुक्ति हेतु:
3	बोली के प्रकार	:	राष्ट्रीय खुली एकल बोली प्रणाली के अंतर्गत
4	दस्तावेज डाउनलोड की अवधि	:	दिनांक 14/06/ 2017 से दिनांक 07/07/ 2017
5	बोली की अंतिम तिथि और समय	:	दिनांक 07/07/ 2017 को 14:00 बजे तक
6	निविदा जमा करने का स्थान	:	हाईड्रोकार्बन महानिदेशालय (डीजीएच) ओआईडीबी भवन, प्लॉट नं.2, सेक्टर 73, नोएडा-201301

संभावित बोलीदाता डीजीएच की वेबसाइट www.dghindia.org/tendernew.aspx या भारत सरकार के सार्वजनिक खरीद पोर्टल <http://eprocure.gov.in/cppp/> से पूर्ण निविदा दस्तावेज डाउनलोड कर सकते हैं। इच्छुक बोलीदाता निविदा शुल्क हाईड्रोकार्बन महानिदेशालय (डीजीएच) के पक्ष में देय डिमांड ड्रॉफ्ट/बैंकर्स चेक रूपमें निविदा शुल्क सहित लिखित आवेदन प्रस्तुत करके विभागाध्यक्ष (एमएम) कार्यालय, डीजीएच से खरीद सकते हैं । निविदा दस्तावेज से संशोधन/शुद्धिपत्र, यदि कोई हो, तो केवल ऊपर उल्लिखित वेबसाइट से अपलोड किया जा सकता है । अतः बोलीदाताओं को बोली प्रस्तुत होने की तारीख तक, वेबसाइट नियमित रूप से देखते रहें।

विभागाध्यक्ष (एमएम)



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
Plot No. 2, OIDB Bhawan, Sector 73, Noida -201 301
e-Mail : mm@dghindia.gov.in, Phone – 0120-247 2000

Bid Document No. MM-12016/7/2017-DGH/C-2861/ENQ-074

Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites bids from eligible bidders for the following Services/Scope of work:

1	Tender No.	:	MM-12016/7/2017-DGH/C-2861/ENQ-074
2	Brief Description of the Services / Scope of Supply	:	Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks /producing Field blocks under PSC/ CBM for the year 2015-16
3	Type of Bid	:	National Open Tender under Single Bid System
4	Download of Bid Document	:	14/06/2017 to 07/07/2017
5	Bid Closing Date & Time	:	07/07/2017at 14-00 hrs.(IST)
6	Place of Submission	:	Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India

The detailed tender 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/>. The bidders downloading the Bid document from the website should ensure to submit "Cost of Bid Documents", in the form of DD, along with the Bid. The offer will not be considered without tender fee.

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the tender documents shall be uploaded on afore-mentioned websites only. Hence, bidders shall view the said websites regularly.

Sub: Engagement of Auditors by DGH for Audit of accounts for Exploration Blocks / Producing Field blocks under PSC & CBM for the year 2015-16

Dear Sir,

Directorate General of Hydrocarbons (DGH) under Ministry of Petroleum and Natural Gas invites sealed tenders in duplicate for hiring of qualified firms of Chartered Accountants registered in India for comprehensive audit of Accounts as stated in the Scope of work.

1. The scope of work required is as per Annexure – **A (a & b)**.
2. Bid Rejection / Evaluation criteria (BRC & BEC) as per **Annexure – B**.
3. Bid is to be submitted in a sealed cover for providing the services of Audit as per the price format enclosed as **Annexure - C**
4. Information about Producing Fields, Exploration Blocks, and CBM Blocks offered for Audit, Revenue and Contract cost in the fields/ blocks and **Minimum Man Hours to be spent mandatorily by qualified CA in the Contractor's Office** are given in **Annexure – D**.
5. All other Terms and Conditions are attached as per **Annexure –E**.
6. Single bid system will be followed in this tender. Bid should be submitted in sealed envelopes along with the required Documents of Eligibility as per BEC/BRC (Annexure-B), Tender Fee, Bid Security and any other required documents as detailed in tender document.
7. Please send your quotation in sealed envelope, super-scribed with the above-mentioned Enquiry No. and closing date so as to reach this office on due date and time as mentioned above to **Materials Management Department, Directorate General of Hydrocarbons, OIDB Bhawan, Plot No. 2, Sector-73, Noida-201301, India**.
8. Any quotation received after closing date and time will not be considered.
9. E-mail /fax/photocopy of the offer will not be considered.
10. No Increase in price after bid opening shall be entertained.
11. Incomplete bids would be summarily rejected.
12. The audit firm should certify that There would be no conflict of interest as specified in the revised Guidance Note on Independence of Auditors issued by the council of The Institute of Chartered Accountants of India in undertaking the audit of Each Block / Field. Bids without this certificate will be rejected.
13. DGH reserves the right to reject any bid without assigning any reason.
14. Purchased tender documents are not transferable.

15. **The bid should be valid for a period of 120 days from closing date.**
16. Bid security(Earnest Money Deposit or EMD) of ₹ 20,000.00/- (Rupees Twenty thousand only) in the form of Bank Draft or Bank Guarantee as per proforma given in **Annexure - F**, is to be deposited along with bid which should be valid for a period of 150 days from the bid closing date.
17. Bids without Tender Fee, in case of downloaded tender documents, would be rejected.
18. Bids without EMD would be rejected.
19. Unsuccessful Bidder's Bid Security (EMD) will be discharged and/or returned within 30 days after finalization of tender.
20. Security Deposit (Performance Bank Guarantee): successful bidder will have to pay security deposit in the form of bank draft or Bank Guarantee as per proforma given in (– **Annexure - G**) @ 7.5% of the total value of the contract valid for 6 months and to be extended further up to three months of completion of audit process in cases of delays in completion of audit process. Security Deposit will be refunded / returned after the completion of the audit process and settlement of the bills.
21. Bidders can bid for any number of blocks as per the enclosed list. However, it would be at the discretion of the DGH to decide how many blocks need to be awarded to a bidder.
22. Successful / Qualified bidders will be intimated later on after complete evaluation of bids.

Yours faithfully,

HOD (MM)
For DG DGH

Enclosures: Annexure- A, B, C, D, E, F & G

Scope of Govt.-Audit of PSCs

(a) Audit should be performed in accordance with generally Accepted Audit Standards issued by ICAI and updated from time to time by them and in particular covering the following areas:

- (i) Planning the work;
- (ii) Obtaining audit evidence through performance of compliance and substantive procedures;
- (iii) Evaluating the adequacy of the accounting system to reasonably assure that all accounting information is recorded;
- (iv) Studying and assessing the operation of internal controls to arrive at the conclusion that the internal control system could be relied upon, and
- (v) Review the financial statements

Auditor should indicate any material weaknesses observed in the system of internal control and the impact of change in the accounting policy, if any.

(b) The Production Sharing Contract will be a source of criteria to be used in the audit. Auditors have to review:

1. Whether contractor is maintaining proper books of accounts for all its transactions pertaining to the PSCs and reports of production statement, value of production & pricing statement etc as required under section 4 to 12 of Accounting Procedure of PSC.
2.
 - (a) Whether all Expenditures and Incomes have been accounted for accurately, as per PSC.
 - (b) Whether validation of quantity of hydrocarbons produced and saved, sales and income has been done on accrual basis or not.
 - (c) Whether the methods of measurement of petroleum used by the contractor were approved by the management committee and whether material balancing of the quantity of petroleum has been reconciled.
 - (d) Whether investment multiple and profit petroleum to GOI has been calculated as per the provisions laid down in the PSC and is correct.
 - (e) Whether significant accounting policies adopted by contractor are in accordance with the requirements of PSC such as for foreign currency translation, fixed assets, inventories, etc.
 - (f) Issues of internal control, fixed assets and fraud as per CARO 2003

In case it is not so, the financial impact should be quantified against each and stated in audit exceptions.

3. Whether all costs and expenditures have been classified into proper heads of expenditures as defined in the PSC namely Exploration, Development and Production.

4. Audit Report and Statement of Audited Accounts

Auditor should validate inter-alia the following statements:

- a) Statement of sources & utilization of funds along with its various schedules (Format-1)

- b) Value of petroleum produced and saved including the government's share of profit petroleum and sales schedule.
 - c) Extent of allowable and recoverable costs as per PSC (format 2, 2A, 3 &4)
 - d) Calculation of Profit petroleum, as per PSC (Formate-5,5A)
 - e) Calculation of Notional Income tax, Investment Multiple/PTRR as applicable, as per PSC.
5. Whether the cost petroleum and profit petroleum taken by the contractor was in accordance with the allocation done by the management committee and whether the cost petroleum is within the maximum limits stipulated in PSC under Article " Recovery of Cost Petroleum'
 6. Whether the "Notional tax" considered by contractor while calculating the "Investment Multiple" / "PTRR" has been accurately determined as per Income Tax Act and PSC provisions. If not, notional tax liability and investment multiple / PTRR and impact on profit petroleum have to be worked out and stated in the audit exception.
 7. Auditor may check whether all the conditions in regard to all the Essentiality certificates issued for imports at concessional rates of Customs Duty were being fulfilled.
 8. Whether the Joint venture is properly following the procedures as laid down in PSC with regard to procurement of materials and services.
 9. Whether there are cases of procurement from affiliates and others, other than at arm's length.
 10. Whether the contractor has claimed cost recovery of items still lying in store/inventory and not consumed.
 11. Whether the contractor has accounted expenditure prohibited under section 3.2 of Accounting Procedure of PSC.
 12. Whether Royalty, Cess, License Fee, Profit Petroleum, PLP (in case of CBM block), and other statutory payments have been correctly determined and timely paid to the Government in line with ORD Act, P&NG Rules, OIDB Act and PSC wherever applicable. If not, correct liabilities shall be stated by auditors. Auditors to certify the month wise / year wise payment of Royalty, Cess amount etc. for crude oil, Natural gas and / or condensate separately. The certified statement should show the amount of Royalty, Cess etc. payable as per PSC, actual amount paid to the concerned authorities and excess / shortfall amount of Royalty, Cess etc.
 13. Whether all assets (movable/ immovable) and inventory have been properly recorded, accounted for, maintained, reconciled and verified at reasonable intervals and if any discrepancy found the same has been corrected. If not details to be provided.
 14. Whether the Overheads charged by the JV are reasonable, verifiable and devoid of any duplication, as per provisions of PSC. If not, details of deviations shall be indicated by the auditor's along with recommendation.
 15. Whether the actual expenditure incurred by contractor is in pursuance to an approved/ reviewed work programme and budget by MC (as the case may be as per provisions of PSC), and whether in the process of charging such costs to Cost Petroleum, the specific stipulations/points raised by the MC (if any) in regard to Budget have been taken care of. If not, details shall be provided by the auditors with recommendation.

16. (a) Whether contractor has carried out the satisfactory adjustment of observations raised by the Auditors appointed by the operator with approval of MC in the past.
- (b) Compliance on satisfactory adjustment of past audit exceptions of audit reports of auditors appointed by Govt. / DGH by the operator as directed by MOP&NG /DGH may be indicated by the audit firm by giving definite recommendations for either dropping the exception or pursuing it further.
17. Whether the salary & compensation in respect of nationals and expatriate manpower has been charged to Cost Petroleum as per contractor's standard personnel policy, as per provisions of PSC. If not, deviations should be detailed by auditors. Auditors should also suggest if any avoidable cost required adjustment due to such deviations.
18. Whether contractor has created and funded Site Restoration Fund as per provisions of PSC and Govt. Site Restoration Fund Scheme 1999. Auditors should comment regarding adequacy of SRF as required in PSC & Schemes.
19. Whether the contractor during the term of the contract, maintained and obtained insurance coverage for and in relation to petroleum operation for such amount and against such risks as are customarily or prudently insured in the international petroleum industry. Whether the premium paid for joint insurance policies has been duly segregated and only premium which was related to the specific PSC is accounted as contract cost.
20. Whether contractor has included the name of GOI as co-insured in all its' insurance policies and whether waiver of subrogation against GOI has been taken in all such policies.
21. Whether, in the case of transfer of material from one block/ field to another block/ field, DGH's prior approval has been obtained and whether the conditions stated by DGH in the permission of such transfer, have been fulfilled /adhered to. Auditors should also verify the transfers of costs of items & services transferred to / from the concerned blocks / operators.
22. Whether the contractor submitted the bank guarantees/performance guarantees as per provision of PSC.
23. Whether annual audit of accounts was carried out on behalf of the contractor by an independent firm of chartered accountants whose appointment was approved by the Management Committee.
24. Auditor will be required to submit a certificate that the auditors have satisfied themselves regarding procurements having been made competitively as per the PSC provisions.

Auditor should not express merely opinion but should also give definite recommendations on all audit exceptions. In the absence of such definite recommendations the report would be considered incomplete.

Audit observations/exceptions finalized by auditors having financial implications should be quantified. Final exceptions will be drawn for communicating the Contractor in line with PSC provisions.

Scope of Govt.-Audit of CBM Blocks

- (a) Audit should be performed in accordance with generally Accepted Audit Standards issued by ICAI and updated from time to time by them and in particular covering the following areas:
- (i) Planning the work;
 - (ii) Obtaining audit evidence through performance of compliance and substantive procedures;
 - (iii) Evaluating the adequacy of the accounting system to reasonably assure that all accounting information is recorded;
 - (iv) Studying and assessing the operation of internal controls to arrive at the conclusion that the internal control system could be relied upon, and
 - (v) Review the financial statements.

Auditor should indicate any material weaknesses observed in the system of internal control and the impact of change in the accounting policy, if any.

- (b) The CBM Contract will be a source of criteria to be used in the audit. Auditors have to review:
1. Whether contractor is preparing Royalty and PLP Statements pertaining to the CBM contract as required under section 7 of Accounting Procedure of Contract.
 2.
 - (a) Whether the contractor has done the valuation of CBM and obtained necessary GOI approval for pricing in accordance with the provisions of Article 18 of the contract.
 - (b) Whether validation of quantity of hydrocarbons produced and saved, sales and income has been done on accrual basis or not.
 - (c) Whether the methods of measurement of CBM were approved by the Govt.
 - (d) Whether measurement scheme correctly support computation of royalty and PLP.
 - (e) Issues of internal control, fixed assets and fraud as per CARO 2003

In case it is not so, the financial impact should be quantified against each and stated in audit exceptions.

3. Audit Report and Statement of Audited Accounts

Auditor should validate inter-alia the following statements:

- a) Computation of royalty, PLP & License Fees.
 - b) Reconciliation between quantities of CBM produced and sold.
 - c) Payment of Commercial Bonus
 - d) Payment of LD, cost of unfinished work programme & up interest thereon.
4. Auditor may check whether all the conditions in regard to all the Essentiality certificates issued for imports at concessional rates of Customs Duty were being fulfilled.
5. Whether Royalty, PLP, License Fee and other statutory payments have been correctly determined and timely paid to the Government in line with ORD Act, P&NG Rules, OIBD Act and CBM Contract wherever applicable. If not, correct liabilities shall be stated by auditors. Auditors to certify the month wise / year wise payment of Royalty & PLP. The

certified statement should show the amount of Royalty & PLP actually paid to the concerned authorities and excess / shortfall amount of Royalty, & PLP if any.

6. Whether all assets (movable/ immovable) including those sold / exchanged / discarded have been properly recorded, accounted for, maintained, reconciled and verified at reasonable intervals and, if any discrepancy, found the same has been corrected. If not details to be provided. Whether proceeds from sale of assets have been correctly accounted for.
7. (a) Whether contractor has carried out the satisfactory adjustment of observations raised by the Auditors appointed by the operator with approval of Steering Committee (SC) in the past.

(b) Compliance on satisfactory adjustment of past audit exceptions of audit reports of auditors appointed by Govt. / DGH by the operator as directed by MOP&NG / DGH may be indicated by the audit firm by giving definite recommendations for either dropping the exception or pursuing it further.
8. Whether contractor has created and funded Site Restoration Fund as per provisions of CBM and Govt. Site Restoration Fund Scheme 1999. Auditors should comment regarding adequacy of SRF as required in CBM & SRF Scheme.
9. Whether the contractor during the term of the contract, maintained and obtained insurance coverage for and in relation to petroleum operation for such amount and against such risks as are customarily or prudently insured in the international petroleum industry.
10. Whether contractor has included the name of GOI as co-insured in all its' insurance policies and whether waiver of subrogation against GOI has been taken in all such policies.
11. Whether, in the case of transfer of material from one block/ field to another block/ field, DGH's prior approval has been obtained and whether the conditions stated by DGH in the permission of such transfer, have been fulfilled /adhered to. Auditors should also verify the transfers of costs of items & services transferred to / from the concerned blocks / operators.
12. Whether the contractor submitted the bank guarantees/performance guarantees as per provision of contract.
13. Whether contractor has paid Commercial Bonus as the requirement of Article 15 of the CBM requirement.
14. Whether annual audit of accounts was carried out on behalf of the contractor by an independent firm of chartered accountants whose appointment was approved by the Steering Committee.

Auditor should not express merely opinion but should also give definite recommendations on all audit exceptions. In the absence of such definite recommendations the report would be considered incomplete.

Audit observations/exceptions finalized by auditors having financial implications should be quantified. Final exceptions will be drawn for communicating the Contractor in line with PSC provisions.

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

BID REJECTION CRITERIA (BRC):

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

1.0 TECHNICAL: The bidder must meet the following rejection criteria:-

- 1.1** The Bidding audit firm should be registered in India.
- 1.2** Audit Firm or any of its partners must have minimum experience of audit of accounts of at least one year in E&P Sector.
- 1.3** The Bidding audit firm should have at least 6 (six) CA's out of which 5 should be partners. At least one partner should have association with firm for 10 years or more and at least three partners should have association for more than 5 years.
- 1.4** The Bidding audit firm should be in existence for 10 years or more.
- 1.5** Audit firm should declare that they have no conflict of interest. Auditor of any of operator's blocks as MC auditor, internal auditor for the accounts for the year 2015-16 will be regarded as conflict of interest.
- 1.6** The Audit Firms should bid in excess (or equal to) of the man hours indicated in Annexure 'D' (Column 7) as evaluation will be done only on the excess man hours. The bids will not be considered for evaluation for the blocks wherever the bidders choose to quote less man-hours than the mandatory man hours indicated by DGH at Column (7) of Annexure-D). This will be treated as rejection /non acceptance of condition of the bid and no communication will be undertaken on this issue for those blocks of the bid.

2.0 DOCUMENTS:

Bidders must furnish documentary evidence along with their bid in support of fulfilling above requirement of eligibility criterion from 1.1 to 1.4 and along with following detailed documents failing which the bids are liable to rejection:

- (a) Organization Profile / no of working partners in India in the bidder's entity group (to be certified by the bidding entity group).
- (b) Auditor's quoting for the tender will have to give an undertaking that they would not accept any MC Appointed Audit / Internal Audit / Statutory Audit or any other assignment for one year from the date of completion of audit from the operator's company or their affiliates whose Blocks / Fields are awarded to them through this tender.
- (c) Audit firm should declare that they have no conflict of interest. Auditor of any of operator's Block as MC auditor, internal auditor for the year 2015-16 will be regarded as conflict of interest. The conflict for this purpose shall include audit of any of the companies of the operator.
- (d) Bidder should also submit signed and stamped copy of this tender

document as a token of having read the tender document, understood the content and agree for all the terms and conditions and scope of work unless separately specified by them.

3.0 COMMERCIAL

- 3.1 Bids shall be submitted under single bid system, i.e. Technical bid and Price bid together. The Techno-Commercial Bid shall comprise of all the components and annexure, failing which the bid will be liable for rejection.
- 3.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.3 Bid security shall be furnished as a part of the technical bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.
- 3.4 Bids received after bid closing date and time will be rejected.
- 3.5 Any bid received in the form of Tele fax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- 3.6 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be liable for rejection.
- 3.7 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.
- 3.8 Any bid containing false statement will be rejected.
- 3.9 Bidders must quote clearly and strictly in accordance with the “Price Format and Evaluation Sheets” of bidding document; otherwise the bid will be summarily rejected.
- 3.10 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –
 - (i) Performance Guarantee Bond Clause
 - (ii) Force Majeure Clause
 - (iii) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage clause
 - (vi) Indemnity Clause

4 GENERAL

- 4.1 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the DGH has the discretion to accept or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation as and when advised by DGH. The loading so done by the DGH will be final and binding on the bidders.
- 4.2 To ascertain the substantial responsiveness of the bid the DGH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the DGH, failing which the offer will be summarily rejected.
- 4.3 If any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

5.0 BID EVALUATION CRITERIA (BEC)

5.1 EVALUATION POINTS / WEIGHTAGE

5.1.1 Marks for Price quoted 75

5.1.2 Marks for Man Hours quoted 25

5.1.3

S. No.	Criteria for Evaluation	
	Price Bid	Marks
1	Price to be bid separately for blocks indicated in Annexure –‘C’	75
	Man Hours Bid	
2	No. of man hours to be spent by qualified Chartered Accountants in Contractor’s office for the job. (Annexure ‘D’ contains minimum man hours to be spent mandatorily by the Qualified CA in the Contractor’s Office. The Audit Firms are to bid in excess of (or equal to) the man hours indicated in Annexure ‘D’ column 7) , evaluation will be done only on the excess man hours, no score will be given if the man-hours quoted is equal to the man-hours indicated in Annexure-D column 7. Bids are liable to be rejected if man hours bid is less than that indicated in Annexure ‘D’.)	25

5.1.4 Under criterion 1, the bidder bidding the least price for a block (L1), will be given the highest marks i.e. 75 and the other bidders will be given marks inverse proportionately up-to two decimal points.

5.1.5 Under Criterion 2, the bidder bidding the maximum man hours in excess of that indicated in Annexure ‘D’ (col. no...7..) Will be given highest marks i.e. 25 and marks of other bidders will be reduced proportionately up to two decimal points.

5.2 The bids will be evaluated as per sample evaluation shown in Annexure B (i)

5.3 Bids will be evaluated on the basis of total marks scored by the bidders on criteria for evaluation mentioned in 5.1.3

5.4 The bidder who is securing the highest total evaluated marks (H1) (i.e. summation of marks scored on Man Hours Bid and Price Bid) for the particular block will be awarded the block if the bidder is otherwise techno-commercially qualified.

- 5.5 One bidder normally will not be awarded more than 20 blocks/fields altogether even if the bidder is H1 in more than 20 blocks. However, in case of less number of eligible bidders, DGH reserves the right to award the audit work for more than 20 blocks/fields to a single bidder.
- 5.6 In a situation where a bidder is getting more than 20 blocks, DGH would request the bidder for confirmation of blocks which he is interested to retain and the rest will be allocated as per procedure given in para 5.7 below.
- 5.7 The excess over 20 blocks will be awarded to either of the next two highest scoring bidders (H2 & H3 say) each with less than 20 blocks subject to their agreeing to match the hourly rate quoted by the Highest Scoring Bidder (H1) bidder. Such procedure of offering blocks shall be done at two levels only i.e. the next two highest scoring bidders after H1 and shall not be repeated thereafter. In the event, the blocks could not be awarded by the above procedure to next highest scoring bidder; the block shall be awarded to Highest Scoring Bidder i.e.H1 with more than 20 blocks. Where the price of the next highest scoring bidder is lower than that of the H1 bidder the block will be awarded to the next highest scoring bidder at his quoted price.
- 5.8 In the case of tie in marks, selection of bidders would be made based on experience & size of the bidder firms.
- 5.9 DGH reserves the right to take decision as deemed fit in case of any unforeseen situation.
- 5.10 DGH also reserves the right not to award some of the blocks to any bidder without assigning any reason.
- 5.11 DGH reserves the right to cancel the tender without assigning any reason.
- 5.12 In the event no bidders opt to quote for a specific block; DGH reserves the right to award the job to suitable identified bidder on mutually agreed rates, terms and conditions based on available similar quotes received for other blocks.

Annexure - B (i)

Sample Evaluation Sheet (say for Block "AA")

Sl. No	Criteria	Max marks	Quote			Weighted Score		
			Quote 1	Quote 2	Quote 3	Quote 1	Quote 2	Quote 3
	Man-Hours		(A)	(B)	(C)	(A)	(B)	(C)
1.	No. of man hours to be spent by qualified Chartered Accountants in the Contractor's office in excess of that indicated in Annexure 'D'.	25	100	120	130	19	23	25

Price

Sr. No.	Name of Block.	Quote 1	Quote 2	Quote 3	
1	AA	200000	180000	150000	
		Man Hours Weightage		Price weightage	
1	Quote 1	19	57		
2	Quote 2	23	63		
3	Quote 3	25	75		
		Combined Weightage of Man Hours +Price		Ranking of the bidders	
1	Quote 1	76	Third Rank		
2	Quote 2	86	Second Rank		
3	Quote 3	100	First Rank		

PRICE FORMAT

1. Total amount to be paid inclusive of travelling and lodging expenses
2. Schedule of payment to Auditors shall be as follows:
 - i) 75% of total payment shall be released within 30 days from the date of submission of audit report. The remaining 25% of total payment will be released after finalization of audit exceptions.
3. TDS as per rules.
4. Service Tax would be paid extra, if applicable.
5. No other amount is payable.
6. The evaluation would be done block wise.
7. Transport, if required, from onshore base to offshore platforms shall be arranged and borne by DGH. Transportation for site visit if any, for inspection of inventory / assets, shall be arranged by DGH.
8. Total audit fees payable will be proportionately reduced if the actual number of man hours of qualified Chartered Accountants spent for the job (based on self certification by bidding entity and qualified Chartered Accountant deputed on the job giving details viz. a) Name, Membership No. of CA. b) Date of Visiting the Clients and c) No. of Man hours Spent in contractor's office) is less than the man hours indicated in the bid.

I	II	III	IV	V
S. No.	NELP Round wise Blocks	Minimum Man-Hours to be spent by Qualified CA in contractor's Office	Lump-sum Fees (Rs.)	No. of Man-hours proposed to be spent by qualified Chartered Accountants in Contractor's office (No. of man hour should be greater than or equal to man hour indicated in col. no(III))
1	Ravva	200		
2	Hazira	80		
3	Kharsang	80		
4	Dholka	80		
5	PY-1	80		
6	WAVEL	40		
7	ASJOL	24		
8	LOHAR	80		

9	N. BALOL	48		
10	CB-ON/7	48		
11	Panna-Mukta	200		
12	Mid & South Tapti	80		
13	CAMBAY	48		
14	INDRORA	80		
15	BAKROL	72		
16	BAOLA	24		
17	KANAWARA	72		
18	KARJISAN	32		
19	OGNAJ	24		
20	BHANDUT	40		
21	DHOLASAN	40		
22	ALLORA	32		
23	NORTH KATHANA	32		
24	UNAWA	32		
25	MODHERA	24		
26	CB-ON/2	48		
27	CB-ON/3	48		
28	RJ-ON-90/1	240		
29	CB-OS/1	24		
30	CB-OS/2	144		
31	RJ-ON/6	72		
32	KG-DWN-98/3 (D-6)	224		
33	CB-ONN-2000/1	72		

34	KG-OSN-2001/3	160		
35	CB-ONN-2003/2	40		
36	CB-ONN-2004/1	40		
37	CB-ONN-2002/1	32		
38	CB-ONN-2002/3	48		
39	AAP-ON-94/1	48		
40	CY-ONN-2002/2	64		
41	CB-ONN-2004/2	48		
42	CB-ONN-2001/1	48		
43	CB-OSN-2003/1	24		
	PRE-NELP			
44	AA-ONJ-02	48		
45	GK-ON/4	24		
	NELP 1			
46	MN-DWN-98/3	64		
47	KG-DWN-98/2	160		
48	NEC-OSN-97/2	72		
	NELP 2			
49	MN-OSN-2000/2	80		
	NELP 3			
50	AA-ONN-2001/1	32		

51	AA-ONN-2001/2	40		
52	CY-DWN-2001/2	32		
	NELP 4			
53	AA-ONN-2002/1	40		
	NELP 5			
54	RJ-ONN-2003/2	40		
55	CB-ONN-2003/1	48		
56	KG-ONN-2003/1	160		
57	AN-DWN-2003/2	48		
	NELP 6			
58	PR-OSN-2004/1	48		
59	GS-OSN-2004/1	112		
60	CB-OSN-2004/1	56		
61	CB-ONN-2004/3	80		
62	KG-OSN-2004/1	112		
63	VN-ONN-2004/1	40		
64	RJ-ONN-2004/2	40		
65	MZ-ONN-2004/1	112		
66	KG-ONN-2004/1	112		
67	CY-ONN-2004/2	80		
68	CB-ONN-2004/2	48		

	NELP 7			
69	MB-OSN-2005/1	80		
70	MB-OSN-2005/2	80		
71	MB-OSN-2005/3	72		
72	PA-ONN-2005/2	40		
73	WB-ONN-2005/2	48		
74	WB-ONN-2005/3	72		
75	WB-ONN-2005/4	48		
76	CB-ONN-2005/5	24		
77	CB-ONN-2005/9	72		
78	CB-ONN-2005/10	48		
79	CY-ONN-2005/1	72		
80	RJ-ONN-2005/1	72		
81	CB-ONN-2005/3	72		
82	AA-ONN-2009/1	40		
83	AA-ONN-2009/2	40		
	NELP 8			
84	GK-OSN-2009/1	40		
85	GK-OSN-2009/2	40		
86	CY-OSN-2009/2	48		
87	KG-OSN-2009/2	80		
88	KG-OSN-2009/3	80		
89	KG-OSN-2009/4	32		
90	CB-ONN-2009/1	24		

91	CB-ONN-2009/2	24		
92	CB-ONN-2009/7	24		
93	CB-ONN-2009/8	72		
94	AA-ONN-2009/4	64		
95	VN-ONN-2009/3	48		
96	CB-ONN-2009/4	40		
97	CB-ONN-2009/5	88		
98	MB-DWN-2009/1	64		
	NELP 9			
99	CB-ONN-2010/1	40		
100	MB-OSN-2010/2	40		
101	AA-ONN-2010/3	40		
102	AA-ONN-2010/2	32		
103	CB-ONN-2010/11	48		
104	CB-ONN-2010/5	24		
105	CB-ONN-2010/6	24		
106	CB-ONN-2010/9	32		
107	CB-ONN-2010/8	72		
108	GK-OSN-2010/1	72		
109	GK-OSN-2010/2	72		
	CBM Blocks			
110	RANIGANJ (South)	80		
111	RANIGANJ (East)	48		

112	JHARIA	48		
113	SP(W)-CBM-2001/1	48		
114	SP(E)-CBM-2001/1	48		
115	NK-CBM-2001/1 (JHARKHAND)	48		
116	BK-CBM-2001/1	48		
117	RANIGANJ (North)	48		

Authorised Person's Signature: _____

Name: _____

Designation: _____

10th Round of Audit – List of Blocks

S. No.	NELP Round wise Blocks	Operator	Location (where books of Account are kept)	Revenue for the year	Contract cost of the year	Minimum Man-Hours to be spent by Qualified CA in contractor's Office
				2015-16	2015-16	
				(US\$) MN	(US\$) MN	
1	Ravva	Cairn Energy	Gurgaon	398.7	60.97	200
2	Hazira	Niko Resources	Baroda	9.6	10.01	80
3	Kharsang	Geo Enpro	Noida	18.52	6.3	80
4	Dholka	JTI	Ahmedabad	15.6	8.7	80
5	PY-1	HOEC	Chennai	3.46	1.74	80
6	WAVEL	JTI	Ahmedabad	0.8	0.5	40
7	ASJOL	HOEC	Chennai	0.2	0.2	24
8	LOHAR	SELAN	Gurgaon	1.97	1.05	80
9	N. BALOL	HOEC	Chennai	0.7	0.2	48
10	CB-ON/7	HOEC	Chennai	1.9	0.4	48
11	Panna-Mukta	BGEPIL+ONGC+RI L	Mumbai	284.73	736.2	200
12	Mid & South Tapti	BGEPIL+ONGC+RI L	Mumbai	41.35	18.7	80
13	CAMBAY	OILEX	Gandhinagar (Gujrat)	0.496	3.68	48
14	INDRORA	SELAN	Gurgaon	0.53	1.02	80
15	BAKROL	SELAN	Gurgaon	7.62	3.53	72
16	BAOLA	Sun Petrochemicals	Mumbai		0.3	24
17	KANAWARA	GNRL Oil & Gas	Ahemdabad	3.82	2.63	72
18	KARJISAN	SELAN	Gurgaon		1.48	32
19	OGNAJ	SELAN	Gurgaon		0.2	24
20	BHANDUT	OILEX	Gandhinagar	0.762	0.798	40
21	DHOLASAN	GNRL Oil & Gas	Ahemdabad	0.07	0.51	40
22	ALLORA	GNRL Oil & Gas	Ahemdabad	0.05	0.22	32

23	NORTH KATHANA	GNRL Oil & Gas	Ahemdabad	0.11	0.34	32
24	UNAWA	GSPC	Gandhinagar	0.2	0.3	32
25	MODHERA	Sun Petrochemicals	Mumbai		0.5	24
26	CB-ON/2	GSPCL	Gandhinagar	4.8	1.3	48
27	CB-ON/3	ESSAR	Mumbai			48
28	RJ-ON-90/1	CAIRN	Gurgaon	2513.5	678.3	240
29	CB-OS/1	ONGC	Baroda		3	24
30	CB-OS/2	CAIRN	Gurgaon	181.6	38.3	144
31	RJ-ON/6	FOCUS	Delhi NCR		15.05	72
32	KG-DWN-98/3 (D-6)	RIL	Mumbai	481.4	727.19	224
33	CB-ONN-2000/1	GSPC	Gandhinagar (Guj)	10.42	4.54	72
34	KG-OSN-2001/3	GSPCL	Gandhinagar	11.47	154.78	160
35	CB-ONN-2003/2	GSPC	Gandhinagar		1.96	40
36	CB-ONN-2004/1	ONGC	Baroda		2.1	40
37	CB-ONN-2002/1	ONGC	Baroda	NIL	1.1	32
38	CB-ONN-2002/3	GSPC	Gandhinagar		3.4	48
39	AAP-ON-94/1	HOEC	Chennai		6.8	48
40	CY-ONN-2002/2	ONGC	Chennai	--	4.48	64
41	CB-ONN-2004/2	ONGC	Baroda	0.3	1.3	48
42	CB-ONN-2001/1	ONGC	Baroda			48
43	CB-OSN-2003/1	ONGC	Baroda		0.7	24
	PRE-NELP					
44	AA-ONJ-02	ONGC	JORHAT		3.78	48
45	GK-ON/4	FOCUS	Delhi NCR			24
	NELP 1					
46	MN-DWN-98/3	ONGC	Kolkatta		3.8	64
47	KG-DWN-98/2	ONGC	Chennai		261.68	160
48	NEC-OSN-97/2	RIL	Mumbai		30.29	72

	NELP 2					
49	MN-OSN-2000/2	ONGC	Kolkatta			80
	NELP 3					
50	AA-ONN-2001/1	ONGC	Jorhat		0.4	32
51	AA-ONN-2001/2	ONGC	Jorhat		2.3	40
52	CY-DWN-2001/2	RIL	Mumbai		0.42	32
	NELP 4					
53	AA-ONN-2002/1	JOGPL	Noida		2.75	40
	NELP 5					
54	RJ-ONN-2003/2	FOCUS	New Delhi			40
55	CB-ONN-2003/1	RIL	Mumbai		3	48
56	KG-ONN-2003/1	ONGC	Rajamundri Andhra Pradesh			160
57	AN-DWN-2003/2	ENI	Gurgaon			48
	NELP 6					
58	PR-OSN-2004/1	CAIRN	Gurgaon		1.54	48
59	GS-OSN-2004/1	ONGC	Mumbai		75.95	112
60	CB-OSN-2004/1	FOCUS	New Delhi		8.4	56
61	CB-ONN-2004/3	ONGC	Baroda		14.26	80
62	KG-OSN-2004/1	ONGC	Chennai		47.25	112
63	VN-ONN-2004/1	ONGC	Dehradun		5.1	40
64	RJ-ONN-2004/2	OIL	Jodhpur		2.1	40
65	MZ-ONN-2004/1	OIL	Duliajan Assam		39.43	112
66	KG-ONN-2004/1	OIL	Chennai		32.88	112
67	CY-ONN-2004/2	ONGC	Chennai		9.68	80
68	CB-ONN-2004/2	ONGC	Baroda		1.12	48

	NELP 7					
69	MB-OSN-2005/1	ONGC	Mumbai		33.18	80
70	MB-OSN-2005/2	ADANI	Ahemdabad			80
71	MB-OSN-2005/3	ONGC	Mumbai		26.1	72
72	PA-ONN-2005/2	ONGC	Kolkata		2.54	40
73	WB-ONN-2005/2	ONGC	Kolkata		4.09	48
74	WB-ONN-2005/3	ONGC	Kolkata		9.29	72
75	WB-ONN-2005/4	ONGC	Kolkata		3.6	48
76	CB-ONN-2005/5	Omkar Naturals	Mumbai			24
77	CB-ONN-2005/9	MERCATOR PETROLEUM	Mumbai		10.4	72
78	CB-ONN-2005/10	ONGC	Baroda		2.2	48
79	CY-ONN-2005/1	GAIL	Delhi NCR		13.03	72
80	RJ-ONN-2005/1	HOEC	CHENNAI		14.05	72
81	CB-ONN-2005/3	MERCATOR PETROLEUM	MUMBAI		10.4	72
82	AA-ONN-2009/1	JOGPL	Noida		1.4	40
83	AA-ONN-2009/2	JOGPL	Noida		1.2	40
	NELP 8					
84	GK-OSN-2009/1	ONGC	Mumbai		1.1	40
85	GK-OSN-2009/2	ONGC	Mumbai		1.2	40
86	CY-OSN-2009/2	OIL	Delhi NCR		2.8	48
87	KG-OSN-2009/2	ONGC	Chennai		26.3	80
88	KG-OSN-2009/3	CAIRN	Gurgaon		9.4	80
89	KG-OSN-2009/4	ONGC	Chennai		2.1	32
90	CB-ONN-2009/1	Sintex	Ahemdabad			24
91	CB-ONN-2009/2	Sintex	Ahemdabad		0.3	24
92	CB-ONN-2009/7	Sintex	Ahemdabad			24
93	CB-ONN-2009/8	JPIL	Delhi NCR		14.69	72
94	AA-ONN-2009/4	OIL	ASSAM		2.71	64
95	VN-ONN-2009/3	ONGC	DEHRADUN		7.72	48
96	CB-ONN-2009/4	ONGC	BARODA		1.11	40

97	CB-ONN-2009/5	NTPC	Noida		11.8	88
98	MB-DWN-2009/1	CAIRN	Gurgaon		0.42	64
	NELP 9					
99	CB-ONN-2010/1	ONGC	Baroda		0.9	40
100	MB-OSN-2010/2	OIL	Noida		0.6	40
101	AA-ONN-2010/3	OIL	Assam		0.9	40
102	AA-ONN-2010/2	OIL	Assam		0.4	32
103	CB-ONN-2010/11	GAIL	Noida		1.7	48
104	CB-ONN-2010/5	PAN INDIA	Gurgaon		0.4	24
105	CB-ONN-2010/6	ONGC	Baroda		0.3	24
106	CB-ONN-2010/9	ONGC	Baroda		0.5	32
107	CB-ONN-2010/8	BPRL/GAIL	Mumbai		6.97	72
108	GK-OSN-2010/1	ONGC	Mumbai		10.06	72
109	GK-OSN-2010/2	ONGC	Mumbai		14.8	72
	CBM Blocks					
110	RANIGANJ (South)	GEECL	GURGAON	INR 200 Cr	INR 186 Cr	80
111	RANIGANJ (East)	ESSAR Oil Ltd.	Durgapur West Bengal	19.47	70.48	48
112	JHARIA	ONGC	Bokaro	INR 2.66 Cr	3.71	48
113	SP(W)-CBM-2001/1	RIL	Mumbai		144.75	48
114	SP(E)-CBM-2001/1	RIL	Mumbai		1.86	48
115	NK-CBM-2001/1 (JHARKHAND)	ONGC	Bokaro		2.18	48
116	BK-CBM-2001/1	ONGC	Bokaro		1.73	48
117	RANIGANJ (North)	ONGC	Bokaro		1.02	48

Terms and Conditions

- 1) **Commencement and Completion of Audit:** Audit of all awarded Blocks / Fields to be commenced immediately after issue of Letter of Award (LoA) and completed within 3 months in case the blocks awarded is less than 10 and 6 months in case the blocks awarded is 10 or more, after contractor provides the complete records. In the event of any difficulty and delay beyond 3 weeks from LoA, in receipt of necessary records, auditor has to inform DGH formally & immediately for ensuring early completion of audit.
- 2) **Liquidated Damages:** The final Audit report shall be submitted to the Govt. of India within 30 days from the completion of audit, failing which the liquidated damages at the rate of half percent per week of delay or part thereof limited to five percent of the lump sum auditing fees shall be levied for the fields for which the submission of report is delayed.
- 3) **Non-performance Remedies:** In the event of failure to accomplish the work to the satisfaction of DGH under engagement letter, DGH reserves the right to cancel the engagement letter or a portion thereof by serving prior notice to the bidder and if so desired, engage other firms for availing the same services at the sole risk and cost of bidder.
- 4) The list of Blocks and years for exercising the Govt. audit rights along with Revenue/contract cost is enclosed. DGH may at its sole discretion delete any block from the list of blocks to be audited / inspected and may delete the job for any of the year of audit mentioned without assigning any reason.
- 5) **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

cancelling 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.

- 6) **Assignment:** Auditor shall not assign or sub-contract, in part or in whole, directly or indirectly, any work here under without obtaining the prior consent of DGH in writing.
- 7) **Indemnity:** Auditor shall indemnify, defend and hold DGH harmless from/against any claim, loss, liability, costs and expenses (including attorney fees) for damage to operator's property arising from the use of equipment/software/data regardless of cause while at operator's premises for Inspecting/Auditing of their accounts.

The Auditor shall also indemnify DGH for any indirect losses or consequential damages including without limitation, loss of profit, loss of production, loss of business, loss of use and loss of data regardless of the cause thereof.

- 8) **Confidentiality:** As this assignment is of confidential nature, the Auditor shall give an undertaking that they will hold in strict confidence all information obtained from the DGH and the independent field operators and shall not disclose such information to others except in connection with the performance of services for which they are engaged.
- 9) **Arbitration:** Any dispute or difference arising out of this contract shall be settled by mutual negotiations. If the dispute or difference cannot be settled by way of negotiations, it will be referred to Arbitration. There shall be three arbitrators, one by each party and the third appointed by the two. The arbitrator shall give reasoned award.

The arbitrators shall decide by whom the arbitrator's fee as well as cost incurred in arbitration shall be borne.

All arbitration proceedings shall be conducted in New Delhi / Delhi.

- 10) **Governing law and jurisdiction:** This engagement letter is governed by Indian Laws and the courts of Delhi/ New Delhi shall have the extensive jurisdiction on the subject matter.

**Performa 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. Please indicate the currency in which Bank Guarantee is being given Indian Rupees have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees, these terms may be deleted and replaced by relevant currency.
2. 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.

PERFORMANCE BANK GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,
Directorate General of Hydrocarbons,
OIDB Bhawan, Plot No. 2, Sector 73, Noida -201 301, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Plot No.2, Sector-73, NOIDA, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for 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 Rs. (in figures) _____ (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 Laws and subject to the exclusive jurisdiction of 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 Rs. (in figures) _____ (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 thisday of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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