



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
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CORRIGENDUM NO. 4

In respect of Open E-Tender No. MM-12015/5/2019-DGH/C-4716/ENQ/164 for “Hiring of Knowledge Partner for DGH Noida”, amendment to tender clauses of bid document and reply of queries received from the bidder are attached herewith at Annexure-I (A) and (B). **Price Schedule has been modified/revised and uploaded at e-bidding portal.**

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded on DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/> only. Hence, bidders shall view the said websites regularly.

HOD (MM)
For Directorate General of Hydrocarbons

A. Amendment to tender clauses of bid document [Tender No: MM 12015/5/2019-DGH/C-4716/ENQ/164 for Hiring of Knowledge Partner for DGH Noida]:

Sr. No.	Tender Clause No.	Tender Clause	Amended clause
1.	Clause no. 9.0, Facilitation of Invitation (at Page No. 28 of Pre Contract Integrity Pact, Appendix-8)	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents (pertaining to this tender/ contract) including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
2.	Clause no. 7.0, Remedy of Defects (at Page No. 31 of General Terms and Conditions of Contract, Annexure-II)	The Contractor warrants that while performing its duties and obligations as per its scope of work set out herein it shall adhere to the high working standards and as per the industrial norms prevailing internationally. In respect of state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the terms of the instructions and guidance, which the DGH may from time to time provide to contractor. In case the contractor fails to rectify the defects as may be brought to its notice by the DGH, the DGH shall be entitled to get such defects rectified and deduct the cost of such rectification from the bills submitted by the contractor and/or adjust the same against the Performance Bank Guarantee.	The Contractor warrants that while performing its duties and obligations as per its scope of work set out herein it shall adhere to the high working standards and as per the industrial norms prevailing internationally. In respect of state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the terms of the instructions and guidance, which the DGH may from time to time provide to contractor. In case the contractor fails to rectify the defects (within curing period to be specified by DGH during award of work under the contract) as may be brought to its notice by the DGH, the DGH shall be entitled to get such defects rectified and deduct the cost of such rectification from the bills submitted by the contractor and/or adjust the same against the Performance Bank Guarantee.
3.	Resource profile C.1 (at Page no. 55) of clause 4.0 of 'Scope of work' at Annexure-IV	O & G leader (01 no.), Deployment period: 03 months Education: MBA/PG or Engineering in Petroleum Professional Experience: <ul style="list-style-type: none"> Experience of at least 12 years with 8 years in Oil and Gas sector consulting Project Experience: <ul style="list-style-type: none"> Work experience in oil and gas sector in India in last 5 years Experience in Global and Indian Oil and Gas policies, Upstream project management Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. will be preferred.	O & G leader (01 no.) Deployment period: 03 months and extendable up to 06 months. (deployment period of 06 months has been captured in price schedule for evaluation purpose.) Education: MBA/PG or Engineering in Petroleum Professional Experience: <ul style="list-style-type: none"> Experience of at least 12 years with 8 years in Oil and Gas sector consulting Project Experience: <ul style="list-style-type: none"> Work experience in oil and gas sector in India in last 5 years Experience in Global and Indian Oil and Gas policies, Upstream project management Experience and knowledge of Oil and Gas business in such as USA, Canada, UK, Middle East countries, African countries, Australia, Singapore etc. will be preferred.

4.	Line item 3.01 (Page no. 58) of Price Schedule at Annexure-V	O&G leader Qualification as per Tender document Tentative Qty. during contract period of 01 year: 03 Man-Month	O&G leader, Qualification as per bid document Tentative Qty. during contract period of 01 year: 06 Man-Month
5.	Clause no. 3.0.i Scope of work at Annexure-IV (ADDITIONAL CLAUSE)	-	Provide support, review and updation of "GIPIP (Good International Petroleum Industry Practices) document".

B. Response to queries raised by M/s Deloitte Touche Tohmatsu India LLP against Tender No: MM 12015/5/2019-DGH/C-4716/ENQ/164 for Hiring of Knowledge Partner for DGH Noida.

Sr. No.	Tender Clause	Clarification/confirmation/modification sought by bidder	DGH reply
1.	Clause no. 9.0, Facilitation of Invitation (at Page No. 28 of Pre Contract Integrity Pact, Appendix-8): In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	We propose changes to the clause where the client wishes to visit our office. To an extent the client can visit out project office and audit relevant documents pertaining to the engagement but an audit of our office and system is not acceptable as DTTILLP will have data/information of other clients and it would be a breach of confidentiality in case we allow the client to perform an audit of our office and systems that do not pertain to the engagement.	Documents pertaining to this tender/ contract may be examined. Refer: Annexure-I(A) amendment to tender clauses of bid document.
2.	Clause no. 7.0, Remedy of Defects (at Page No. 31 of General Terms and Conditions of Contract, Annexure-II): The Contractor warrants that while performing its duties and obligations as per its scope of work set out herein it shall adhere to the high working standards and as per the industrial norms prevailing internationally. In respect of state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the terms of the instructions and guidance, which the DGH may from time to time provide to contractor. In case the contractor fails to rectify the defects as may be brought to its notice by the DGH, the DGH shall be entitled to get such defects rectified and deduct the cost of such rectification from the bills submitted by the contractor and/or adjust the same against the Performance Bank Guarantee.	We request the client to provide curing period for e.g. 15 days. in case DTTILLP does not remedy the deliverables by then, the client has right to deduct the rectification cost from the Performance Bank Guarantee.	Rectification of defects in deliverables is accepted within curing period (to be specified by DGH during award of work under the contract). Refer: Annexure-I(A) amendment to tender clauses of bid document.
3.	Clause no. 8.0, Liability (at Page No. 31 of General Terms and Conditions of Contract, Annexure-II)	Deloitte would like to propose the following clause, "Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	To be guided by relevant clause mentioned at clause no. 19, 23 of Annexure-II.

4.	<p>Clause no. 9.3, Confidentiality Agreement (at Page No. 32 of General Terms and Conditions of Contract, Annexure-II): Bidder will sign non-disclosure agreement with DGH. Data given by DGH will not be used for interpretation or preparation of report(s) for the third party. The bidder or their personnel shall not, either during the term or after expiration of contract, disclose any proprietary or confidential information relating to services and data base without written consent of DGH.</p>	<p>Because of perpetual confidentiality obligation period, Deloitte proposes the following language: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year. Also, since there is no protection for our own confidential information, we propose below language: “The Client shall use the advice, opinions, reports or other work product of DTTILLP solely for the purposes specified in the TOR / Scope of work and, in particular, shall not, without the prior written consent of DTTILLP, use any advice, pinion, report or other work product of DTTILLP in connection with business decisions of any third party or for advertisement purposes”.</p>	<p>Not agreed. Bidder has to submit the confidentiality and non-disclosure agreement as described in bid document/ subsequent corrigendum.</p>
5.	<p>Clause no. 12.6, Termination due to Delay (at Page No. 34 of General Terms and Conditions of Contract, Annexure-II): Delay beyond two months in completion of contractual work beyond the scheduled completion date.</p>	<p>Deloitte proposes to incorporate that, “the termination due to delay will be applicable only if the delay is solely attributable to the Consultant / Bidder”.</p>	<p>Agreed</p>
6.	<p>Clause no. 18.0, Confidentiality of Information (at Page No. 37 of General Terms and Conditions of Contract, Annexure-II): All data obtained by Contractor from the DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH’s personnel. This obligation of Contractor shall prevail even after termination of contract.</p>	<p>Deloitte proposes the below language as last sentence of the paragraph: “The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.”</p>	<p>Already clarified at Sr. No. 4 above.</p>
7.	<p>Clause no. 22.0, Liquidated damages for default in timely completion (at Page No. 38 of General Terms and Conditions of Contract, Annexure-II): Timely completion of this project is essential. In the event of the Contractor’s default in completion of scope of work from commencement date under the contract, the Contractor will be liable to pay liquidated damages at the rate of ½% of Contract value per week or part thereof, but not exceeding 7½%. Part thereof means that part of the week will be treated as full week, e.g. a delay of one week and one or two days and so on will be treated as delay of two weeks (not for one week and one or two days) and LD will be levied accordingly. It is agreed between the parties that the aforesaid amount of liquidated damages is a genuine pre-estimated loss in case of breach of contract and is not by way of penalty.</p>	<p>Deloitte proposes to incorporate that, “The LD will be applicable only the delay is solely attributable to the Consultant / Bidder.”</p>	<p>Agreed.</p>

8.	Clause no. 25.0, Holiday (at Page No. 39 of General Terms and Conditions of Contract, Annexure-II): DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party.	Deloitte proposes setting up the acceptance criteria before the beginning of the engagement and the delay caused to be solely attributable to the bidder.	To be guided by scope of work, deliverables and conditions of tender document.
9.	Clause no. B.2 (ii), Acceptance of terms & conditions (at Page No. 41 of Bid Evaluation Criteria, Annexure-III): The bidder must confirm unconditional acceptance of General Terms & Conditions of Contract at Annexure-II and Instruction to Bidders at Annexure-I by attaching digitally signed tender document.	Deloitte wishes to make clear that unless the deviations are agreed upon, unconditional acceptance cannot be provided	The bidder must confirm unconditional acceptance of the same.
10.	Clause no. 4.0 at Page no. 53 of 'Scope of work' at Annexure-IV.	Deloitte wishes to inform the client that Deloitte per se cannot provide any 'legal advice' in the Project. In case as part of the scope Deloitte needs to provide legal advice, we may have to hire the legal expert as a sub-contractor.	Requirement of legal expert has already been removed/ deleted from the scope of work and price schedule vide published corrigendum 2.