



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas)

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CORRIGENDUM NO. 1

In respect of GeM E-Tender No. GeM/2021/B/1043684 for “Hiring of consultants” for DGH office, replies of queries raised by the bidders and amendment to tender clauses are attached at Annexure-I and II respectively.

Addendum/ Corrigendum / Bid Due Date Extensions, if any, to the Bid Document shall be uploaded on DGH’s website www.dghindia.gov.in and National e-Procurement Portal <http://gem.gov.in> . Hence, bidders are advised to visit the said websites regularly.

HOD (MM)
For Directorate General of Hydrocarbons

Annexure -I

Reply of queries raised against GeM Tender No: GEM/2021/B/1043684					
Sr. No.	Bidder's Name	Referred Tender clause No.	Referred Tender clause	Clarification Sought / Proposed Term by prospective bidder	DGH Reply
A	B	C	D	E	F
1	M/s E & Y	Clause No. 1.2 (b) of attached Scope of work	Assist with various large-scale digitization initiatives at DGH like E&P Performance Monitoring and KPI tracking through interactive Analytics Dashboard.	We understand that EY needs to just identify the KPIs required, and the dashboard development shall be undertaken by DGH's IT team. Please confirm.	Confirmed. Development shall be done by IT department of DGH. However, all support w.r.t. dashboard development shall be provided.
2		Clause No. 1.2 (c) of attached Scope of work	Assist in creation of DGH online portals, single window portal & facilitation for clearances and augment the process workflows of PSC/RSC/CBM and suggest improvements in functioning & optimization of processes.	We understand that EY needs to identify the requirements and the improvements, and the development shall be undertaken by DGH's tech vendor. Please confirm.	Confirmed. Development of online portals shall be done by IT department of DGH. However, all support w.r.t. development of such portals shall be provided.
3		Clause No. 1.2 (l) of attached Scope of work	Assist DGH IT team in designing, developing, testing and deployment of applications, business continuity planning by guiding them on backup policies, DR setup, scheduled audits etc. and create flexible and scalable design framework related to various applications and module development.	We understand that EY shall have a functional role here and the technical role shall be performed by DGH's tech vendor. Please confirm.	Confirmed
4		-	Bid End Date/Time: 15/03/2021, 14:00 Hrs	Extension of bid date – Request that the bid date be extended to March 26, 2021 from March 15, 2021 given the comprehensive nature of the tender.	Agreed. Bid closing date is extended to 26th March 2021.
5		i) "Documentary proof/ Evidence" against criteria at Sr. No. 2 and 3 of Pre-qualification criteria (PQC) table ii) "Remarks" against parameter at Sr. No. 1,2,3,4,5,6 of Technical evaluation matrix of bids at Point (e) of Bid Evaluation Criteria attached as Qualification methodology document.	i) Contract copy/Purchase Order & corresponding Work Completion certificate/ payment certificate or any other document that substantiates the claim ii) Documentary proof: Contract copy/ Purchase Order/Work Completion certificate/ LOA/ Invoices	Supporting Documents Submission – Would request that the tender submission allows for certification of credentials submitted by the Bidder's CEO / CFO, Country Head / Chairman – as evidence for work carried out. This is required owing to the confidentiality provisions around our engagement letters to which we are still bound.	The said documents are required to check the eligibility of bidder for participation in the tender process. Further, some documents are also required for providing/ allotting marks to bidders in bid evaluation process (QCBS). Therefore, these documents are essentially required. Whereas, bidders have bindings under confidentiality provisions/ agreement with their clients, they may submit the required documents redacting/ masking the confidential information alongwith self certification by the Bidder's CEO / CFO, Country Head / Chairman/ Partner –as evidence for work carried out and duly certified by the statutory auditor for the company.

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Sr. No.	Bidder's Name	Referred Tender clause No.	Referred Tender clause	Clarification Sought / Proposed Term by prospective bidder	DGH Reply
A	B	C	D	E	F
1	M/s KPMG	-	Bid End Date/Time: 15/03/2021, 14:00 Hrs	In view of the strategic importance of the RFP and the exhaustivity of the credentials sought, we request you to kindly extend the submission date by at least 2 weeks to 31/03/2021, 14-00 hrs. (IST).	Bid closing date is extended to 26th March 2021.
2		Bid Evaluation criteria	Submission of credentials	As you may be aware that some of the engagements/projects have a confidentiality clause which prohibits KPMG from sharing information/ documents about these engagements/projects. In such cases, we request that a self-certification signed by Authorised signatory of bidder should be permitted to evidence or substantiate the work performed by us.	Whereas, bidders have bindings under confidentiality provisions/ aggrement with their clients, they may submit the required documents redacting/ masking the confidential information alongwith self certification by the Bidder's CEO / CFO, Country Head / Chairman/ Partner –as evidence for work carried out and duly certified by the statutory auditor for the company.
3		Parameter at Sr. No. 3 and 4 of Technical evaluation matrix of bids at Point (e) of Bid Evaluation Criteria attached as Qualification methodology document	Parameter 3: Upstream Oil and Gas consultancy Projects of value from Rs. 1 to 5 crores undertaken in India in the last 5 years. Parameter 4: Upstream Oil and Gas consultancy Projects of value greater than Rs. 5 crores in India in the last 5 years.	We request you to kindly modify the parameter 3 & 4 under the following two categories as follows: Parameter 3: Upstream oil and gas consultancy projects of value from Rs. 1 to 3 crores undertaken in last 5 years. Parameter 4: Upstream oil and gas consultancy projects of value greater than Rs. 3 crores undertaken in last 5 years.	Not agreed.
4		Clause no. 2.5 of attached Scope of Work	<u>Payment:</u> Payment will be made quarterly and as per actual deployment of resources on satisfactorily completion of assigned work. Payment towards approved out of pocket expenditure/ marketing collaterals should be claimed along with quarterly invoice only.	Request you to please modify payment terms for out-of-pocket expenses as below; “The out-of-pocket expenses towards outstation travel and approved marketing collaterals will be payable extra as per actuals as and when incurred. Payment for Out-of-pocket expenses related to Road Shows can be considered at the end of successful completion of each road show”.	Agreed. (refer amendment to tender clauses)
5		Clause no. 1.1 (k) of attached Scope of Work	Support with advisory services on issues related to legal issues and taxation as required by DGH and MoPNG from time to time.	KPMG does not provide any legal service. Further, as per the Resource Profiles, no position for legal expert is indicated in the tender. Thus, requesting DGH to delete the Advisory services related to legal issues from the scope. DGH may separately consider empaneling legal firms for providing legal related service.	Agreed. Legal issues omitted from the referred clause. (refer amendment to tender clauses)

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A	B	C	D	E	F
6	M/s KPMG	Service Level Agreement	1.General terms and conditions for Goods and Services; 2.Service Specific STC of Hiring of Consultants Service – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product; 3.BID / Reverse Auction specific ATC	Request to please clarify, if the SLA's laid out by GeM are also applicable to the consultant responding to this RFP.	Yes
7		Service Level Agreement	Scope of service	Request to please clarify if the 'Scope of Service' as specified by GeM in its SLA's is also applicable to the consultant responding to this RFP.	Scope of work mentioned in SLA is Broad scope of work. However, scope of work specific to DGH requirement is attached in the bid document.
8		Service Level Agreement	Service Provider's obligations- Pt. 4,5,6	Request to please clarify that if the 'Scope of Service' as specified by GeM in its SLA is also applicable to the consultant responding to this RFP.	Yes
9		Service Level Agreement	Service Provider's obligations- Pt. 12.3 Consequent to poor performance of deployed manpower , consulting firm/service provider should replace the deployed manpower within two days thereby maintaining service levels and continuity.	Request to please clarify that if the 'Scope of Service' as specified by GeM in its SLA's is also applicable to the consultant responding to this RFP.	Yes
10		Service Level Agreement	Limitation of liability: (Pt. a) (a) The liability of the Service Provider /consulting Firms (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .	Request you to please clarify, as there is no Clause 22 in SLA. In the given circumstances request to please replace the clause as mentioned below; "The liability of the Service Provider /Consulting Firms (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out below"	GeM team may be contacted.

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11	M/s KPMG	General terms and Conditions (GTC)	Pt. 12 Payment authority and payment terms "In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC."	Request to please clarify if this is applicable to the bidder in this case	Payment terms already mentioned in attached scope of work of bid document. (Refer bid document and its corrigendum/addendum)
12		General terms and Conditions (GTC)	Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	We understand that this clause should not apply to the bidder if the delay was due to reason not solely applicable to the bidder. Request to please clarify.	Refer "Preamble" and "Penalties" clause in SLA.
13		General terms and Conditions (GTC)	Arbitration: "It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference."	Request to please modify the clause as below; "that in case of dispute, appointment of sole arbitrator shall be made by mutual consent of both the parties."	Not agreed.

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A	B	C	D	E	F
1	M/s PWC	Pre-Qualification Criteria attached in bid document	Documentary Proof Contract copy/Purchase Order & corresponding Work Completion certificate/ payment certificate or any other document that substantiates the claim	We understand that self-certification by authorised bid signatory towards completion of engagement shall be acceptable. Please confirm if our understanding is correct	Whereas, bidders have bindings under confidentiality provisions/ agreement with their clients, they may submit the required documents redacting/ masking the confidential information alongwith self certification by the Bidder's CEO / CFO, Country Head / Chairman/ Partner –as evidence for work carried out and duly certified by the statutory auditor for the company.
2		Bid Evaluation criteria attached in bid document as Qualification Methodology document	Parameter 1: Experience in Stakeholder facilitation/investor engagement /Ease of Doing Business project for Central/State Government, with minimum contract value of INR 2 crores in the last 5 years. Parameter 2: Experience in Stakeholder facilitation/ investor engagement /Ease of Doing Business projects in Oil and Gas sector in India with Central Government/ Oil and Gas PSUs with minimum contract value of over INR 1 Crore in the last 5 years.	In context of Parameter 2, Oil & Gas being the Central Govt. subject, not many institutions engage in investment promotion/ease of doing business for oil & gas sector. Therefore, relatively fewer number of stakeholder engagement projects have been carried out exclusively for oil & gas sector in India. Hence, to enable us to participate in this prestigious opportunity, it is requested to consider modifying the requirement of Parameter 2 to "Experience in Stakeholder facilitation/investor engagement /Ease of Doing Business project for Central/State Government, with minimum contract value of INR 5 crores in the last 5 years." The engagements submitted as part of Parameter 1 and Parameter 2 should be exclusive.	Not agreed
3		Bid Evaluation criteria attached in bid document as Qualification Methodology document	Parameter 4: Upstream Oil and Gas consultancy Projects of value greater than Rs. 5 crores in India in the last 5 years	We request you to kindly delete the word "Upstream". The parameter may be as "Oil and Gas consultancy Projects of value greater than Rs. 5 crores in India in the last 5 years"	Not agreed
4		Bid Evaluation criteria attached in bid document as Qualification Methodology document	Parameter 6: Experience in IT Consultancy/ MIS Projects/ Digitalization Projects of value greater than INR 1 Crore in last 5 years for Central/State Government/ Oil and Gas PSUs	Our understanding is that projects carried out for Joint Ventures with a significant/majority stake of PSUs would be considered under this criterion. Please confirm if our understanding is correct.	Yes. Confirmed

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5	M/s PWC	Evaluation Criteria	Resource Profile	We understand that sub-contracting/ consortium shall be permissible to meet the required resource profiles	The consulting agency shall meet the required resource profile. Refer clause no. 10 in 'Special Terms and Conditions of the Service' of SLA.
6		Bid Evaluation Criteria	Technical Evaluation Cut-off	We understand that there is no cut-off score for technical evaluation. Please confirm if our understanding is correct.	No. Minimum technical score for qualification of bid is 60 marks. Refer GeM's QCBS methodology document.
7		General Terms & Conditions	Clause 19, Termination for Default	To uphold the principles of natural justice, we request you please notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Pls refer clause "Preamble" and "Termination for Default" mentioned in SLA.
8		Bid submission date	Bid End Date/Time: 15-03-2021, 14:00:00	As this is a large bid it has to go through multiple layers of internal reviews and diligence. Therefore, we request you to kindly extend the submission deadline by at least one week to March 22, 2021.	Bid closing date is extended to 26th March 2021.

Amendment to tender clauses of bid document [Tender No: GEM/2021/B/1043684]

Sr. No.	Tender clause No.	Tender clause	Amended Clause
I	II	III	IV
1	-	Bid End Date/Time: 15/03/2021, 14:00 Hrs	Bid End Date/Time: 26/03/2021, 14:00 Hrs
2	Clause no. 2.5 of attached Scope of Work	<u>Payment:</u> Payment will be made quarterly and as per actual deployment of resources on satisfactorily completion of assigned work. Payment towards approved out of pocket expenditure/ marketing collaterals should be claimed along with quarterly invoice only.	<u>Payment:</u> i) Payment will be made quarterly and as per actual deployment of resources on satisfactorily completion of assigned work. ii) Payment towards approved out-of-pocket expenses towards outstation travel and marketing collaterals will be payable extra as per actuals as and when incurred. iii) Payment for approved Out-of-pocket expenses related to Road Shows/ events will be considered at the end of successful completion of each road show/ event.
3	Clause no. 1.1 (k) of attached Scope of Work	Support with advisory services on issues related to legal issues and taxation as required by DGH and MoPNG from time to time.	Support with advisory services on issues related to taxation as required by DGH and MoPNG from time to time.