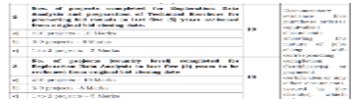


Responses to Pre-Bid Queries					
Engagement of Expert Service Provider for Preparing Technical Docket for Promotion of OALP Bid Round.					
SI No	Page No	Clause	Tender Clause Reference	Query	DGH Comments
1	53	Annexure-III, B	Pre-Qualification Criteria	<p>3. "The average annual turnover of the bidder should not be less than Rs. 50 Crores in the last three financial years".</p> <p>The bidder believes that the requirement for an average annual turnover of at least Rs. 50 Crore over the last three years is excessively high for most MSMEs, potentially limiting competitive bidding from a young good potential company like us.</p> <p>We request to reduce it to Rs 3 Crore to foster healthy competition.</p>	Not agreed
2	54	Annexure-III, B	Pre-Qualification Criteria	<p>4. "Bidder should have a minimum of 10 years of practical experience in the E&amp;P industry out of which 5 years of experience in Indian sedimentary basins, as on original bid closing date."</p> <p>Bidder believes this clause contradicts the Clause 1 "The Service provider should be an organization registered in India under the Companies Act, with a registered office in India for at least (3) years reckoned from the original Bid Closing Date."</p> <p>We Apeiron Management Private Limited is a company operating in India for the last five years since 2018. So bidder request to modify the clause 4 as "Bidder should have a minimum of 10 5 years of practical experience in the E&amp;P industry out of which 5 3 years of experience in Indian sedimentary basins and / or other similar basins, as on original bid closing date".</p>	Not agreed
3	57	Annexure-III, D	Technical Evaluation matrix of Bids	<p>2. "Nos. of projects completed for Exploration Data Analysis and preparation of Technical Brochure for promoting bid rounds in last five (5) years reckoned from original bid closing date."</p> <p>If a bidder has extensive experience in Exploration Data Analysis and preparation of Technical brochure but not specifically for promoting bid rounds, will such experience be considered for evaluation? Please Clarify</p>	<p>Not agreed</p> <p>For the instant purpose, technical brochure is meant to be utilised for promotional activities.</p>
4	43	14	Performance Bond	Based on our experience with banks, 15 days seems too short a time for issuing the performance bank guarantee(s). We suggest having a 21-day time period.	Not agreed. May be guided as per existing tender terms
5	6	6.0 – 6.2 a	Bid Security	Please confirm MSEs (Micro or Small) are exempted from the Bid Security.	Please refer updated clause 6.2 (a) of Annexure -A attached herein.
6	61	Annexure IV	Annexure IV	<p>Could you please confirm if our Technical Proposal could be included in this Annexure IV as an additional part of the Scope of Work? This show is details the workflow considered to complete the given scope of work.</p>	<p>No.</p> <p>However, the formal contract agreement signed with the successful bidder shall bear the Proposal no. of the bidder as reference.</p>
7	64	6- Item 3	Payment Terms	We request DGH to consider 50% payment at the end of week 6 of the project (Mid Term Review of the project). Remaining 50% after acceptance of all of the deliverables	Not agreed
8	64	8.4	Data	<p>We would like to add the following sub- clause regarding data:</p> <p>"DGH shall at all times be responsible for the product(s) provided by DGH and for providing back up for all software applications and data files stored in the software. It is clearly understood that the Service Provider has no liability for loss, damage, or destruction to any DGH data, except in the case of intentional misconduct, in which case Service Provider's sole liability is limited to reloading the data from the most recent database back-up. In no event shall the Service Provider ever be liable for reacquiring DGH's data."</p>	Not agreed
9	64	8	Special Conditions of Engagement	<p>We would like to add the following clause regarding the ownership of Service Provider's intellectual property:</p> <p>"While providing the services to DGH, the Service Provider may utilize expertise, know-how and other intellectual capital (including intellectual property and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are the Service Provider 's exclusive property and which the Service Provider may freely utilize in providing services for its customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, the Service Provider does not develop any intellectual property for ownership by DGH. The Service Provider retains sole ownership of any such intellectual capital (including intellectual property) created by the Service Provider during the course of providing the Services. "</p>	<p>Not agreed.</p> <p>Data and information used and generated in the study from outside DGH source, will be used by DGH limited to viewing only.</p>

## Engagement of Expert Service Provider for Preparing Technical Docket for Promotion of OALP Bid Round.

Sl No	Page No	Clause	Tender Clause Reference	Query	DGH Comments
10	64	8	Interpretation Liability	<p>We would like to add the following sub- clause regarding interpretation liability:</p> <p>“All interpretations using the service, and all recommendations or reservoir descriptions based upon such interpretations, are opinions based on inferences from measurements and empirical relationships and on assumptions, which inferences and assumptions are not infallible, and with respect to which competent specialists may differ. In addition, such interpretations, recommendations, and reservoir descriptions may involve DGH opinion and judgment. DGH has full responsibility for all interpretations, recommendations and reservoir descriptions utilizing the service. Under no circumstances should any interpretation, recommendation or reservoir description be relied upon as the sole basis for arty drilling, completion, well treatment, production or other financial decision, or any procedure involving any risk to the safety of any drilling venture, drilling rig or its crew or any other individual. DGH has full responsibility for all such decisions and for all decisions concerning other procedures relating to the drilling or production operation. »</p>	Not agreed
11	26	Appendix 8 – Pre Contract Integrity Pact		<p>Para 2 of Integrity Pact i.e. “BUYER propose to hire services for”. The name of the Tender mentioned in incorrect.</p> <p>Para 1 of Integrity Pact mentions the Designation of the Second Part (Bidder/Seller) as Chief Executive Officer (CEO).</p> <p>It may not be necessary that the documents are signed by CEO. It should be amended to read as signed by Authorized Signatory instead of CEO</p>	<p>Please refer attached herein as Appendix-A to Annexure-A for updated "Integrity Pact Proforma".</p> <p>The Integrity Pact can be signed by the Authorised Signatory of the bidder, provided the bidder submits a scanned copy of Power of attorney, Board Resolution or authorisation certificate, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.</p>
12	3	Forwarding Letter	E-bid submission Date	<p>The time provided for bid submission (i.e. 27.09.2024) is quite short post the pre bid meeting as scheduled on 18.09.2024.</p> <p>It is requested to provide at least 2 weeks' time for bid submission after receiving the answers to pre bid queries.</p>	Not agreed
13	61	Scope of Work	Special Conditions to Engagement	<p>Kindly confirm whether the job has to be completed at Consultant's office or at DGH office.</p>	Service Provider can take the datasets and carry the work on given datasets at their office or at DGH.
14	63	Scope of Work – Delivery Schedule	Delivery Schedule – Mid Term Review	<p>The timeframe for evaluation of 16 blocks is virtually six weeks only. This is perceived to be less.</p> <p>It is requested, the Timeframe for the project may be increased to 12 weeks with the schedule for Mid Term Review being 8 weeks against the proposed six weeks.</p>	Not agreed
15	61	Scope of Work	Analysis of petroleum system	<p>“2.4 Analysis of petroleum system: Thermogenic play will be analyzed by modelling of petroleum system elements as 1D/2D/3D, duly driven by the appropriateness of datasets, which can be both hard as available and analogue as referenced.”</p> <p>Within the project timelines it is not possible to attempt any 3D PSM.</p> <p>Hence 3D PSM may be removed.</p>	Not agreed
16	57	Technical Evaluation Matrix of Bids		<p>Considering the number of bid rounds held in the last five years, the major part of which was affected by COVID.</p> <p>The BEC for no. of projects completed for promoting bid rounds requires to be moderated substantially.</p>	Refer to the Corrigendum attached herein as Annexure-A.
17	57	Evaluation of Bids	Nos. of projects completed for Exploration Data Analysis and preparation of Technical Brochure for promoting bid rounds in last five (5) years reckoned from original bid closing date.	<p>Requesting DGH to kindly consider including relevant experience in Exploration Data Analysis for all executed projects, rather than limiting it to bid rounds and the preparation of technical brochures. This request is made because the preparation of technical brochures is typically restricted to regulatory bodies in the oil and gas industry.</p>	<p>Not agreed.</p> <p>For the instant purpose, technical brochure is meant to be utilised for promotional activities.</p>
18	61	Basin-scale data analysis	Subsurface data will be first analysed at the basin scale to bring out a regional perspective of tectonic and thermal history, depositional framework and petroleum system, specific to source rock maturity - all with due reference to global analogy. For this purpose, a few regional datasets (seismic lines, wells, reports) may be sourced from NDR subject to the signing of a confidentiality agreement.	<p>Will the client provide preferred global analogues or a database for reference during the basin-scale analysis, or is the service provider expected to source and justify analogues based on the study? Is there any specific methodology or criteria for selecting these analogues?</p>	Service provider may choose to use global analogues.
19	61	Analysis of petroleum system	Thermogenic play will be analyzed by modelling of petroleum system elements as 1D/2D/3D, duly driven by the appropriateness of datasets, which can be both hard as available and analogue as referenced. Biogenic play, wherever foreseen will be analyzed by appropriate methods. Unconventional shales, Coal seam gas or Gas hydrates will also be investigated.	<p>Could you elaborate on the scope of the analysis for unconventional hydrocarbons like shale gas, coal seam gas, and gas hydrates? Are these expected to be investigated across all blocks, or only in certain basins with a history or indication of unconventional resource potential?</p>	Assessment of unconventional hydrocarbon resources shall be limited to relevance, applicability and potential of sedimentary basins.

## Engagement of Expert Service Provider for Preparing Technical Docket for Promotion of OALP Bid Round.

Sl No	Page No	Clause	Tender Clause Reference	Query	DGH Comments
20	62	Hydrocarbon Estimates	Block-level mapping of plays, leads, and prospects of all possible resources will be carried out to envisage likely hydrocarbon volumes, which will be subject to geological risks.	Will any specific methodologies or risk-assessment techniques for hydrocarbon volume estimates be required by the client, or is the service provider free to propose an approach?	Service provider may choose to use appropriate methodologies
21	62	Use of analogy	A suitable geological analogue is to be part of a technical narrative. Wherever analogy is referenced, complete details of such information are to be accompanied with the technical docket	Will the client provide a list of preferred geological analogues for specific basins or blocks, or is the service provider expected to independently source suitable analogues? If the latter, are there any specific criteria or regions that should be prioritized when selecting analogues?	Service provider may choose to use global analogues
22	63	Data Availability	There are 16 exploration blocks - 6 located onland, 5 in shallow water, 1 in deepwater and 4 in ultra-deepwater. These offshore blocks fall in sedimentary basins of Cauvery (1), KG (4), Mumbai (2) and Saurashtra (3), while onland blocks are located one each in the basins of Cambay, Rajasthan, Karewa, Himalayan Foreland, Ganga-Punjab and Vindhyan.	Requesting DGH to kindly clarify if the following will be provided: - 1. Will data provided by DGH include pre-stack and angle stack data? 2. Will data provided by DGH include Depth seismic for the given block? 3. Will data provided by DGH include Well data include petrophysical logs and facies logs? 4. Will DGH provide some basic interpretations and basin models? 5. Will DGH provide some preliminary volumetric estimations?	Data as available will be provided
23	64	Special conditions of engagement	The ownership of all data - raw, processed or interpreted or in the form of reports, maps or models generated during this study will lie with DGH. Analogues Basin Data Base (not provided by NDR) used by the Service Provider for the project shall be shared with DGH for records only with the viewing rights. DGH will not use it for commercial purposes. Service Provider will maintain the confidentiality of such data/information during the period of the contract.	Requesting DGH to kindly clarify if the bidder is required to share the utilized data base for creation of data dockets with DGH?	Service provider is required to share such database.
24	37	Mobilisation time	3.2 MOBILISATION TIME: The mobilization should be completed by Contractor within the stipulated period under the contract. Mobilization shall be deemed to be completed when contractor's equipment & manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the DGH's authorized representative.	Can DGH confirm the nominated location be DGH premises? Can vendor invite expat consultants to review the data remotely?	Service Provider can take the datasets and carry the work on given datasets at their office or at DGH.
25			Request for Addition of this clause	The Contractor warrants that it will use reasonable endeavours to perform the services with the degree of care, skill, and diligence commonly accepted in the petroleum industry. The Contractor does not warrant the accuracy, completeness, or correctness of any interpretation or recommendation arising from services. The Contractor receives a full waiver of all liability and claims from DGH regarding any interpretation or recommendation for services. DGH accepts all responsibility for decisions based upon recommendations made by the Contractor. Consulting services are provided as is.	Not agreed
26			Request for Addition of this clause	Third-Party Personnel, Equipment, and Property. DGH indemnifies the Contractor for injury or loss suffered by a third party that arises from third-party claims relating to or arising out of the consulting services.	Not agreed. May be guided as per existing tender terms
27			Request for Addition of this clause	Confidentiality: - DGH warrants that it will not •release the information provided in the consulting engagement to unaffiliated third parties, •release the report to financial institutions or use it to raise capital, •publish the report on the World Wide Web, or •use the consulting report for a public offering for securities or the sale of securities. DGH cannot file this report with any public offering for investment purposes.	Not agreed. DGH intends to use the Technical brochure, as per deliverables, in all promotional activities leading to blocks on offer.
28			Request for Addition of this clause	Reliance upon DGH Data and Information DGH is responsible for providing the Contractor with data and information required to perform the consulting services. The Contractor can rely upon such data and information and is not liable for its sufficiency or accuracy. DGH indemnifies the Contractor and its subcontractors for any claims arising from the violation of any third-party proprietary right over the data provided by the customer.	Not agreed. Data as available will be provided and the same will be covered as per NDR data policy
29	3	Forwarding Letter	10 5 % of the Total Contract value with validity 60 days beyond the duration of contract.	We request PBG amount to be reduced to 5%.	Not agreed. May be guided as per existing tender terms
30	44	Insurance	CONTRACTOR shall, at his own expense, arrange Workmen's Compensation / Employer's Liability 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.	Considering the scope of work, the only applicable insurance is workmen compensation or employer's liability insurance. Accordingly, we request DGH to amend this clause. The proposed change is in line with DGH standard GCC.	The heading of the stated clause mentions " <b>INSURANCE (As applicable)</b> "
31	44	Waiver of Subrogation	Except for the Workmen's Compensation / Employer's Liability Insurance for workmen engaged under this Contract which have been obtained by the Contractor as their Corporate policy/rules, where DGH is neither required to be present as principal assured or additional assured, Aall insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clause 16 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-	The workmen compensation or employer's liability insurance does not include a clause on waiver of subrogation. Accordingly, we request DGH to amend this clause. The proposed change is in line with DGH standard GCC.	Not agreed. May be guided as per existing tender terms

## Engagement of Expert Service Provider for Preparing Technical Docket for Promotion of OALP Bid Round.

Sl No	Page No	Clause	Tender Clause Reference	Query	DGH Comments
32		Price Schedule	Duration of project shall remain 10 weeks for bidders quoting either 01 package or 02 package or proportionality reduced?	Please confirm	The period of engagement will be for 10 weeks from the issuance of the Letter of Award (LoA) of the contract, irrespective of the packages.
33	64	Special Conditions of Engagement	The service provider so engaged will be required to sign a confidentiality agreement for use of required datasets as per the NDR Data Policy.	We request DGH to please provide the format of confidentiality agreement which is to be used for this tender.	Format attached herein as Appendix-B to Annexure-A.
34			Please add the following clause: While providing the services to DGH, the Service Provider may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Service Provider's exclusive property and which the Service Provider may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Service Provider does not develop any intellectual property for ownership by DGH. Service Provider retains sole ownership of any such intellectual capital (including intellectual property) created by the Service Provider.	We request DGH to please include the clause on Intellectual Property Ownership. This is a standard clause present in all oil and gas contracts.	Not agreed
35		Data Liability (New clause)	Please add the following clause: DGH must systematically back-up all applications and data files in accordance with industry standards, to protect against the loss of DGH's data. DGH must provide copies of data to the Service Provider. It is clearly understood that Service Provider has no liability for loss, damage, or destruction to any DGH data, except in the case of Gross Negligence, in which case Service Provider's sole liability is limited to reloading the data from the most recent database back-up. In no event shall Service Provider ever be liable for reacquiring DGH'S data.	We request DGH to include this provision to address and provide clarity on the mutual obligations of the parties in relation to loss of data.	Not agreed
36		Interpretation Liability (New clause)	Please add the following clause: In making any interpretation of logs, research, analysis or recommendation in connection with this Contract, whether directly or by means of electronic transmission or data processing or otherwise, or in making any recommendations based on interpretation of logs, data information or otherwise, the Service Provider's employees shall give DGH the benefit of their best judgment. Nevertheless, since all interpretation and or recommendations are only opinions, based in part on inferences from electrical or other measurements or empirical relationships and assumptions which are not infallible and subject to error and since all electronic transmission and data processing is subject to error which may be beyond their control, the Service Provider cannot and does not guarantee the accuracy or correctness of any such interpretations or recommendations and, except in case of Willful Misconduct and/or Gross Negligence on the part of the Service Provider, the Service Provider shall not be liable for and DGH shall indemnify and hold the Service Provider harmless against any loss or damage whatsoever, whether incurred by DGH or any other person, resulting from, or resulting from logs being interpreted by others when transmitted by electronic process or professional advice or resulting from any investment or operational decision made by DGH or any person concerning such interpretation or recommendation or professional advice provided by the Service Provider.	Considering the scope of work, we request DGH to kindly add this clause on Interpretation liability. This clause details out the rights and obligations of both parties in case of any form of interpretation using the data.	Not agreed
37			Please add the following clause: Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to economic sanctions laws, trade, import and export control. In the event of non-compliance with any trade compliance law, the Service Provider reserves the right to terminate the Contract and such termination shall not be deemed as a breach of contract. DGH undertakes at any time during the duration of this Contract, at the request of the Service Provider, to sign and provide Service Provider with a Certificate of End Use. Service Provider has the right to suspend the performance of its obligations under this Contract until the Certificate of End Use signed by DGH is obtained. In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.	We request DGH to please add this clause on TCC to limit the liabilities of both parties in relation to export control regulations. Further, we request DGH to please provide us the end use declaration certificate in the format below:	Not agreed. The Service Provider will deal with DGH only.



# **DIRECTORATE GENERAL OF HYDROCARBONS**

(Ministry of Petroleum & Natural Gas)

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## **Annexure-A**

### **CORRIGENDUM NO. 1**

With reference to the open eTender No. TCADGE/18/2024-DGH/C-11114/ENQ-235 for “**Engagement of Expert Service Provider for Preparing Technical Docket for Promotion of OALP Bid Rounds**”, a corrigendum is issued as under:

<b>Sr. No.</b>	<b>Tender Clause &amp; Document Location</b>	<b>In Lieu of</b>	<b>Shall be read as</b>
1	Bid Security Clause 6.2 (Page no. 6)	6.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of Bid Security.  a. Bidder should submits the copy of valid registration certificate issued by any of the registration authorities as above or Udyam Registration, as Micro or Small Enterprise.	6.2 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of Bid Security.  a. Bidder should submit the copy of valid registration certificate issued by any of the registration authorities as above or Udyam Registration, as Micro or Small Enterprise.  <b>b. In order to avail the EMD exemption benefits reserved for MSEs , the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria.</b>
2	Appendix 8 – Pre Contract Integrity Pact (Page no. 26)	Original “PRE-CONTRACT INTEGRITY PACT” Performa	Updated "Integrity Pact Proforma" attached herein as <b>Appendix-A</b> to Annexure-A.
3	Annexure-III, D.2, Technical	2 Nos. of projects completed for	2 Nos. of projects completed

	Evaluation Matrix of Bids, Sl.No.2 (Page no. 57)	Exploration Data Analysis and preparation of Technical Brochure for promoting bid rounds in last five (5) years reckoned from original bid closing date.  a) ≥10 projects - 10 Marks b) 3-9 projects – 8 Marks c) 1 to 2 projects – 5 Marks	for Exploration Data Analysis and preparation of Technical Brochure for promoting bid rounds in last five (5) years reckoned from original bid closing date.  a) ≥5 projects - 10 Marks b) 3-5 projects – 8 Marks c) 1 to 2 projects – 5 Marks
4	Annexure-III, D.2, Technical Evaluation Matrix of Bids, Sl.No.3 (Page no. 57)	3 No. of projects (country level) completed for Exploration Data Analysis in last five (5) years to be reckoned from original bid closing date a) ≥10 projects – 10 Marks b) 3-9 projects –8 Marks c) 1 to 2 projects – 5 Marks	3 No. of projects (country level) completed for Exploration Data Analysis in last five (5) years to be reckoned from original bid closing date a) ≥5 projects - 10 Marks b) 3-5 projects – 8 Marks c) 1 to 2 projects – 5 Marks
5	Confidentiality Agreement	Confidentiality Agreement	Attached herein as <b>Appendix-B</b> to Annexure-A.

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

**HOD (MM)**  
**For Directorate General of Hydrocarbons**

## **Integrity Pact Format**

### INTEGRITY PACT

Between

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

And

(Name of the bidder) \_\_\_\_\_ hereinafter referred to as **"The Bidder/ Contractor."**

#### **Preamble:**

The Principal intends to award contract/s for "ENGAGEMENT OF EXPERT SERVICE PROVIDER FOR PREPARING TECHNICAL DOCKET FOR PROMOTION OF OALP BID ROUNDS", under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder and / or Contractor.

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

#### **Section 1 – Commitments of the Principal**

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

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

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

#### **Section 2 – Commitments of the Bidder/ Contractor**

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

- a. The Bidder/ Contractor shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder/ Contractor shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

- c. The Bidder/ Contractor shall not commit any offence under the relevant IPC/PC Act; further, the Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/representative must be in Indian Rupees only.
- e. The Bidder/ Contractor shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- g. The Bidder/ Contractor shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like Section 3 above.

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

- a. In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.
- b. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.



c. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 – Independent External Monitor**

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractor as confidential. They report to the Management of the Principal.

3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

## Section 9 – Pact Duration

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

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

## Section 10 – Other provisions

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

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

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

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

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

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

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place ----- Date -----

Witness 1: \_\_\_\_\_

(Name & Address

\_\_\_\_\_  
(For and on behalf of Bidder/ Contractor)

(Office Seal)

Witness 1: \_\_\_\_\_

(Name & Address

## CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (“**Effective Date**”) in New Delhi:

### BETWEEN

1. **Directorate General of Hydrocarbons**, having its office at OIDB Bhawan, Tower-A, Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301 (hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
2. \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ and having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the “**Recipient**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The Disclosing Party and the Recipient are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS

- A. The Disclosing Party and the Recipient are in discussions in relation to disclosing information in relation to the “**Properties**” (as defined under 1.1 below), more particularly specified in Schedule I.
- B. The Recipient has sought from the Disclosing Party certain Confidential Information for the following purpose to enable the Recipient to utilize such Information (i) to evaluate participation by the Recipient in the bidding process under Hydrocarbon Exploration and Licensing Policy and/or (ii) to carry out its obligation under any contract with the Government of India or any of its authorities in relation to exploration and production of hydrocarbons under the Hydrocarbon Exploration and Licensing Policy; and/or (iii) utilize such information to develop its knowledge of the area related to exploration and production of hydrocarbons.
- C. The Disclosing Party wants to protect the confidentiality of the information made accessible to the Recipient and desires that the Recipient shall not breach the confidentiality and shall not disclose, sell, trade, publish, or otherwise disclose to anyone in any manner whatsoever the confidential information, specifically in a

way that adversely impacts the interests of the Disclosing Party, Government of India and India's natural resources.

- D. The Recipient acknowledges and confirms that all information provided in relation to the Properties, on or after the date of this Agreement, shall be treated as confidential and shall not be used, disclosed, sold, assigned, traded, published, or otherwise disclosed by the Recipient for any purpose other than the purpose specifically agreed under this Agreement.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

**“Affiliate or Affiliated Company”** means a company or a body: (a) which directly or indirectly controls or is controlled by a company which is a Party to this Contract; or (b) which directly or indirectly controls or is controlled by a company which directly or indirectly controls or is controlled by a company which is a Party to this Contract. For the purpose of this definition it is understood that “control” means the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including but not limited to, by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements or in any other manner.

**“Confidential Information”** shall mean data pertaining to geological, geophysical, geochemical, petro physical, engineering, well logs, maps, cores, cuttings and production data as well as all interpretative and derivative data, including reports, analyses, interpretations, evaluation and all information provided or to be provided by the Disclosing Party including without limitation any confidential, non-public or proprietary information provided or disclosed on or after the date of this Agreement to the Recipient in accordance with this Agreement and in relation to the Properties described in Schedule I, and shall include without limitation:

- (i) all copies, notes, analyses, studies, memoranda, compilations, or other documents, both in digital and non-digital format which contain, in whole or in part, the information furnished by the disclosing party with respect to the Purpose (as defined in this Clause 1.1 below)
- (ii) any information identified as being ‘privileged’ or ‘confidential’,

and shall be deemed to include all information, irrespective of the method of communication being by way of, but not limited to written documents, disks and electronic mail.

**“Effective Date”** shall mean the date first above written.

**“Person”** shall mean any natural person, firm, company, governmental authority, joint venture association, partnership or other entity (whether or not having a separate legal personality).

**“Purpose”** shall mean the purpose for which the Confidential Information shall be disclosed by the Disclosing Party to the Recipient and shall mean to enable the Recipient to utilize such Confidential Information disclosed to recipient for (i) evaluating participation by the Recipient in the bidding process under Hydrocarbon Exploration and Licensing Policy, (ii) to evaluate the Properties or any transaction in connection with a possible acquisition by Recipient or any one of its Affiliated Companies of certain rights in the Properties and/ or (iii) to carry out its obligation under any contract with the Government of India or any of its authorities in relation to exploration and production of hydrocarbons under the Hydrocarbon Exploration and Licensing Policy; and/or (iv) utilize such information to develop its knowledge of the area related to exploration and production of hydrocarbons.

**“Properties”** shall mean the area identified by the Disclosing party for possible acquisition by Recipient for evaluation and possible transaction with the Disclosing party may take place and shall be limited to the area listed under Schedule 1 to the Agreement.

## 1.2 Interpretation

Save where the context otherwise requires in this Agreement:

- (i) Words importing the singular shall include the plural and vice versa where the context so requires;
- (ii) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iii) Reference to any gender shall include a reference to all other genders;
- (iv) References to the words “include” or “including” shall be construed without limitation;
- (v) References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated; and
- (vi) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

## **2. CONFIDENTIALITY OBLIGATIONS**

### **2.1 Confidentiality Obligations**

- (a) Subject to Section 2.1(c) below the Disclosing Party agrees to make available to the Recipient, all information reasonably requested by the Recipient, in relation to the area more fully described in Schedule I, for the Purpose.
  - (b) The Recipient acknowledges that any use of Confidential Information received by the Recipient, if used by the Recipient for any purpose other than the Purpose agreed in this Agreement, could materially and adversely affect the Disclosing Party and result in significant losses for the Disclosing Party.
  - (c) Having understood the above, the Recipient agrees and undertakes that it shall:
    - i) treat the Confidential Information provided to it by the Disclosing Party as confidential and not disclose such information, to any Person other than as permitted under this Agreement;
    - ii) use the Confidential Information solely for the Purpose agreed in this Agreement and not for any other purpose, including without limitation, for the purpose of furtherance of the Recipient's business or business interests;
    - iii) make all inquiries and other communications in relation to and on the basis of the Confidential Information on a confidential basis directly to the Disclosing Party or agents of the Disclosing Parties specified by it to the Recipient in writing. Accordingly, the Recipient agrees not to directly or indirectly contact or communicate with any Person other than the Disclosing Party or an authorized agent of the Disclosing Party in relation to the Confidential Information or to seek any information in connection therewith from such Person, without the express written consent of the Disclosing Party;
    - iv) strictly adhere to all the terms of this Agreement and apply no lesser security measures to protection of the Confidential Information than it applies to its own confidential information;
- ; and
- v) not make any statement or announcement to any third parties about the Purpose or the arrangements contained in this Agreement, except as otherwise permitted by this Agreement.

- 2.2 The Parties hereby agree that the obligations of confidentiality on the Recipient under this Agreement shall not apply to information: (a) that is in the possession of the Recipient on the date of this Agreement other than due to the disclosure of such information by a Disclosing Party; (b) that, subsequent to its disclosure hereunder, becomes publicly available to the Recipient without any violation of this Agreement by the Recipient or its Representatives; (c) approved for public release by prior written consent of the Disclosing Party in terms of this Agreement;.
- 2.3 The Parties hereby agree that the obligations of confidentiality as contained in this Agreement shall not apply to any Confidential Information that the Recipient is required to disclose for complying with any applicable law or the order of any court of law or governmental authority.
- 2.4 The Recipient agrees and undertakes that, without prejudice to the foregoing provisions, it shall not use the Confidential Information for any purpose whatsoever other than the Purpose agreed in this Agreement.

### **3 DERIVED CONFIDENTIAL INFORMATION**

- 3.1 All interpretative and derivative data, including reports, analyses, interpretations and evaluation prepared from or out of Confidential Information is hereinafter referred to as “**Derived Confidential Information**” and shall also constitute Confidential Information.
- 3.2 The Recipient shall have the right to make use of Derived Confidential Information for the Purpose and for its own internal use and shall not sell , assign or trade Derived Confidential Information.
- 3.3 Recipient shall not disclose the Derived Confidential Information to anyone other than employees, officers and directors of Recipient and its Affiliated Companies or those persons to whom the Confidential Information may be disclosed pursuant to this Agreement without the prior written consent of Disclosing party.
- 3.4 Recipient shall be allowed to retain such Derived Confidential Information for its own use and shall not use such Derived Confidential Information for sale or any other purpose.

### **4 NON-EXCLUSIVE DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 4.1 Disclosing Party confirms that it has the right and authority to disclose the Confidential Information to Recipient. The disclosure of Confidential Information to Recipient is non-exclusive, and Disclosing Party may disclose the Confidential Information to others at any time.



## **5 PERMITTED DISCLOSURE BY RECIPIENT**

- 5.1 Recipient may disclose Confidential Information to the extent the Confidential Information must be disclosed under applicable law, including by stock exchange regulations upon which the shares of Recipient or its Affiliated Company are quoted or by a governmental order, decree, regulation or rule or by order of any competent court, provided that Recipient shall give prompt written notice to Disclosing Party prior to such disclosure and so far as is practicable to do so the Recipient shall consult with the Disclosing Party prior to such disclosure with a view to agreeing its timing and content.
- 5.2 Recipient may disclose Confidential Information without the prior written consent of Disclosing Party to the following persons to the extent necessary and required for the performance of their duty for fulfilling the Purpose:
  - 5.2.1 employees, officers, and directors of Recipient;
  - 5.2.2 employees, officers, and directors of an Affiliated Company of Recipient
  - 5.2.3 any consultant or agent retained by Recipient or its Affiliated Company; or
  - 5.2.4 any bank, financial institution, or entity funding or proposing to fund participation by Recipient or its Affiliated Company.
  - 5.2.5 if the Recipient has signed Revenue Share Contract in relation to properties, to persons as stated in relevant clause of the Revenue Share Contract.

Prior to making any disclosures to persons under Article 5.2.2, Article 5.2.3 or Article 5.2.4 or 5.2.5 however, the Recipient shall obtain an undertaking of confidentiality and restricted use substantially in the same form and content as this Agreement, from each such person, provided, however, that in the case of outside legal counsel, the Recipient shall only be required to procure that such legal counsel is bound by an obligation of confidentiality and provide promptly a copy of such undertaking of confidentiality to Disclosing Party.

## **6 RETURN OF CONFIDENTIAL INFORMATION**

- 6.1 Disclosing Party may demand the return of the Confidential Information, except Derived Confidential Information, at any time upon giving written notice to Recipient, within 30 (thirty) days of receipt of such notice, the Recipient shall return or destroy all Confidential Information supplied to the Recipient by the Disclosing Party and destroy or permanently erase (to the extent technically practicable) all copies of such Confidential Information made by the Recipient

and use its reasonable endeavours to ensure that anyone to whom the Recipient as supplied any such Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the Recipient are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. The provisions of this section 6.1 do not apply to the following:

6.1.1 Confidential Information that is retained in the computer backup system of Receiving Party will be destroyed in accordance with the regular ongoing records retention process of Receiving Party or such Representative and if the Confidential Information is not used prior to its destruction;

## **7 TERM AND TERMINATION**

7.1 This Agreement shall be effective for five (5) years from Effective Date of Confidentiality Agreement or till the expiry of the Revenue Sharing Contract which recipient may sign in respect of the Properties, unless otherwise terminated.

7.2 In addition to the rights of the parties established by the underlying Agreement, if Recipient has materially breached any of its obligations under this Agreement, Disclosing Party, shall have the right to:

7.2.1 require Recipient to return or caused to destroy Confidential Information other than the Derived Confidential Information, immediately

7.2.2 terminate the Agreement immediately, if the breach is not cured within 15 days of notice to be given under this clause of 7.2.

Provided, that before exercising any of the options from Article 7.2.1 to Article 7.2.2, Disclosing Party shall give a written notice of its intention to Recipient.

7.3 Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, Disclosing Party.

7.4 Any event of termination of this agreement under Clause 7.2 shall not relieve the Recipient from its confidentiality obligations envisaged under Clause 2.1 of this agreement.

## **8 INDEMNITY**

8.1 Disclosing Party shall make no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information, and Recipient (on behalf of itself and its representatives) expressly acknowledge the inherent risk or error in the acquisition, processing, and interpretation of geological and geophysical data. Recipient shall defend and hold Disclosing Party harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of use of or reliance upon the Confidential Information by the Recipient or any other person or entity to whom Confidential Information may be disclosed pursuant to this Agreement.

## **9 GOVERNING LAWS AND JURISDICTION**

- 9.1 This agreement shall be governed by the Laws of India and any claims, demands, cause of action, disputes, controversies and other matters in question arises out of, in relation to this Agreement during the subsistence of this Agreement or thereafter shall be adjudicated exclusively by the courts in New Delhi.

## **10 MISCELLANEOUS PROVISIONS**

### **10.1 General Restrictions**

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by any Party without the prior written consent of the others.

### **10.2 Liability for Breach**

Without prejudice to any other rights or remedies that a non-defaulting Party may have against any other Party who is in breach of the terms and conditions of the Agreement (the '**defaulting Party**'), the defaulting Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the non-defaulting Party shall be entitled without proof of special damage to seek the remedies of injunction, specific performance and other equitable relief for any such breach by the defaulting Party

### **10.3 Limitation of Liability:**

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages and such equitable relief as may be granted under this Agreement. Parties shall not be liable to each other for any other damages, including loss of profits or business interruptions, or indirect, incidental, consequential, special, exemplary or punitive damages. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an equitable relief or an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Recipient or any other person receiving Confidential Information pursuant to this Agreement.

### **10.4 Reservation of Rights**

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of

the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

#### 10.5 Cumulative Rights

All remedies of the Parties under this Agreement whether provided herein or conferred by statute, common law, equity, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

#### 10.6 Severability

If any provision of this Agreement or the application thereof to any Person or circumstance is held to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

#### 10.7 Notice

All notices under this Agreement shall be in writing, sent by email or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice aforesaid and marked for the attention of that Party's signatory to this Agreement (or such other person as notified to the other Party). Delivery of all communications to be addressed as follows:

##### **For the Disclosing Party**

**Attn:** Mr. Asit Kumar, HoD(NDR)  
**Address:** Directorate General of Hydrocarbons, OIDB Bhawan, Tower-A, Plot No 2, Sector 73, Noida, Uttar Pradesh- 201301  
**Telephone No:** 0120-2472578  
**E-mail:** asitkumar[at]dghindia[dot]gov[dot]in

##### **For Recipient:**

**Attn:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone No:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

#### **10.8 Amendments**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

#### **10.9 Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior written or oral understandings, agreements and deeds relating to it and the provisions of this Agreement shall not be modified, waived or amended except in writing executed by both Parties.

#### **10.10 Relationship**

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

#### **10.11 Costs**

Each Party shall bear its own costs in relation to this Agreement.

#### **10.12 Disclosure**

Neither Party shall make, or permit or procure to be made or solicit or assist any other Person to make any announcement or disclosure of the contents of this Agreement except to the extent permitted by this Agreement.

#### **10.13 Counterparts**

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by either Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the day and year first above written.

**DIRECTORATE GENERAL OF  
HYDROCARBONS**

**Mr. Asit Kumar, HoD(NDR)**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_