

As sequel to Pre Bid Conference on dated 28.10.2013 DGH reply to queries of bidders for Open Tender No. BID DOCUMENT NO. DGH/MM/NELP-X/TSP/051/2013/ENQ 109 dated 7.10.2013 for hiring of services for “Technical Service Provider to Promote the Exploration Acreage under Tenth offer of New Exploration Licensing Policy (NELP-X)”.

Sl. No.	Reference of Bidding Document				Bidder's Query Clarification	DGH Reply
	Part / Volume	Clause Number	Page No.	Subject s		
Bidders Evaluation Criteria (BEC)						
1.	BEC	1.1 b	17	Bidder must provide all necessary details like amount of data hosted, level of access and usage with security implemented for such type of activities with supporting documents.	Please clarify on what they mean by “level of access” and “security implemented” ?	Only registered genuine users approved by DGH should be allowed for read only online data viewing and all the data which is not in public domain should not be downloadable.
General Conditions of Contract (GCC)						
2.	GCC	6.3 New Clause	23	Add a new clause 6.3 “The Contractor makes no warranties, express, implied or statutory, with respect to the products and/or services provided under this Contract, including without limitation warranties of merchantability or fitness for a particular purpose”		Not Agreed.
3.	GCC	9.2	25	Clauses c,d,e and f	delete c), d), e) & f) – as this is an office based job, these insurances shall not be applicable	Standard Clause No change acceptable.
4.		Set off 24.8	34	SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by	Delete highlighted, as per industry practice	Agreed. Please read 24.8 Clause as follows in lieu of existing Clause.:-

				DGH and set-off against any claim of DGH (or such other person or persons contracting through DGH) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with DGH (or such other person or persons contracting through DGH)		SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by DGH and set-off against any claim of DGH for payment of sum of money arising out of this contract.
5.		With Holding 25.0	34	<p>WITHHOLDING: DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-</p> <p>a) For non-completion of jobs assigned as per Section-II.</p> <p>b) Contractor's indebtedness arising out of execution of this Contract.</p> <p>c) Defective work not remedied by Contractor.</p> <p>d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.</p> <p>e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with held from wages etc.</p> <p>f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.</p> <p>g) Damage to another Contractor of DGH.</p> <p>h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.</p> <p>i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of</p>	As per industry practice	<p>Please read 25.0 Clause as follows in lieu of existing Clause.:-</p> <p>WITHHOLDING: DGH may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect DGH from loss on account of :-</p> <p>a) For non-completion of jobs assigned as per Section-II.</p> <p>b) Contractor's indebtedness arising out of execution of this Contract.</p> <p>c) Defective work not remedied by Contractor.</p> <p>d) Claims by sub-Contractor under this contract of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.</p> <p>e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.</p> <p>f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.</p> <p>g) Damage to another Contractor under this contract of DGH.</p> <p>h) All claims against Contractor during the execution of this contract for damages and injuries, and/or for non-payment of bills etc.</p>

				DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.		i) Any failure by Contractor to fully reimburse DGH under any of the indemnification provisions of this Contract. If, during the work progress of the Contractor shall allow any indebtedness to accrue for which DGH, under any circumstances in the opinion of DGH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by DGH, fail to pay and discharge such indebtedness, then DGH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
6.		PBG Format	53 para 1	<i>In consideration of Directorate General of Hydrocarbons, a statutory body, under the Ministry of Petroleum & Natural Gas, established in 1993 and having its present office, at OIDB Bhawan, Sector-73, Noida – 201301, India (hereinafter referred to as "DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having agreed to enter into a Contract to Build, Populate and Operate a National Data Repository (NDR) for India with response to DGH's Tender No. _____ dated _____ (hereinafter called "the contract" which expression shall include all the amendments thereto) with _____ M/s. _____ having its registered / head office at _____ (hereinafter refereed to as "the Contractor") which expression shall, unless repugnant to the context or meaning thereof include all its successors,</i>	As per RBI requirements.	Where ever 'permitted assigns' is used in lieu of 'Assigns' in the PBG format: the same will also be acceptable.

8.	SOW	A activities under web portal	38	Create separate web site to promote NELP-X, within 10 days after LOA.	What exactly is expected to be seen within the 10 days of the LOA? Please elaborate on this expectation. We need to understand what exactly they are expecting to see within 10 days? Also are they referring to working day or calendar days?	<p>With in 10 calendar days complete website structure with the documents as per Features under Article A-3 (a) on page 38 are required to be live on website.</p> <p>Please read article A-1 under Section –II with heading Scope of Work in lieu of existing entry as follows:</p> <p>Create separate website to promote NELP-X with in 10 calendar days after LOA.</p>
9.		Section 5	39	All the updates regarding the NELP-X are required to be available on site within 3-4 hours.	This depends on the complexity of the updates requested. Cannot commit to this unless we understand what's being requested. Updates will be discussed and a suitable, realistic turnaround will be provided in agreement with DGH based on the requirements/updates	<p>Please read article A-5 under Section –II with heading Scope of Work in lieu of existing Clause as follows:-</p> <p>All the updates regarding the NELP-X are required to be available on the website within 3-4 hours on the following day at the hosting place of website.</p> <p>DGH will provide the data which can be uploaded in this duration.</p>
10.		Section B.1	40	The Contractor should create, load, maintain and manage E&P Data on web site for on-line data viewing, within 20 days after LOA.	<p>Clarifications:</p> <ol style="list-style-type: none"> Can we get more clarity on the volume counts for both 2D and 3D Surveys, including number of lines each. Also are these working days or calendar days. What will happen in the event the data cannot be loaded due to QC issues? Data will be rejected and sent back. How will the data be provided to the bidder, via tapes, DVD etc? if tapes what format and type? 	<ol style="list-style-type: none"> Volume of the data has been mention in the Tender Document is around 1 to 1.5 TB. These are calendar days. Prior handing over the data to the vendor it will quality checked by DGH. Data will be provided in portable hard disk/DVD. Seismic data will be in standard SEG Y format and well logs in LAS format.
11.		Section 6.0	40	Contractor to maintain records of the following in respect of online data viewing:-	Please remove etc and provide specific parameters to be captured.	etc. is clarifies as any other contact details.

				(a) The name of the company, person, e-mail addresses, date / time / duration etc.		
12.		Section 8.0	40	The Contractor to indentify a senior level person of the company acceptable to DGH as coordinator who will be based at Delhi and will remain in touch with DGH.	As discussed in the Pre Bid Conference – based ‘in Delhi’ should be replaced by ‘in India’.	Please read Clause number B-8 under Section –II with heading Scope of Work as follows in lieu of existing Clause.:- The Contractor to indentify a senior level person of the company acceptable to DGH as coordinator who will be based at India and will remain in touch with DGH.
13.		Section C	40	DGH may request Contractor to provide additional (2nd) similar Data Room with one week notice/intimation.	One week notice is short, we need to make this 2 week minimum	Please read Clause number C under Section –II with heading Scope of Work with underlined correction :- DGH may request Contractor to provide additional (2nd) similar Data Room with two week of notice/intimation’.
14.		Section C	40	Modalities of on-line data viewing will be finalized in consultation with the DGH (authentication for allowing the company to view data online).	Does this include defining what exactly the online browsers can perform? Will they be permitted to download data, or will they only be provided read access?	Given in Scope Of Work under Article A-3-(c) on page 39.
15.		Section 3	41	Contractor should take initiative to communicate and mobilize the E&P Companies to the respective data rooms of DGH for data viewing.	Is bidder expected to market this event in the respective locations or will DGH perform this function? Does mobilization of companies include covering expenses?	This is clarified that contractor has to take initiatives to invite E&P companies for data viewing through e-mails, telephone and fax and will provide the details to DGH which does not include expenses.
16.		Section C4	41	Total volume of the E&P data (2D, 3D SEG Y, Log data and HTML data) for on physical data rooms may be in the range of 1 to 1.5 TB.	Clarification: 1. We need more granular details on number of 2D & 3D Seismic volume counts, including # of lines and further details on Log data. 2. Assuming this data will need to be pre-loaded by bidder and QC’d by DGH before making it available for external consumption.	Following is clarified as:- 1. Volume of the data has been mention in the Tender Document is around 1 to 1.5 TB. 2. Yes this data will need to be pre-loaded by bidder and QC’d by DGH before making it available for external consumption.

17.		Section C 5		DGH representative will check the quality of data loaded and the performance of the Work Stations before viewing by companies and it will be considered as the start date for the project.	Will a DGH representative be available at each of the respective locations, i.e. Houston, Perth, Delhi etc?	Yes DGH representative be available at each of the respective locations, i.e. Houston, Perth, Delhi etc.
Special Conditions of the Contract						
18.	SCC	3	43	Security & safety of Data: Safety & Security of the data handed over to the contractor by DGH will be the contractor's responsibility. Loss or damage of data by the contractor for whatever reason will not be acceptable to DGH.	add at the end ""DGH shall be responsible to maintain a copy/backup of all data, information provided to the Contractor. The Contractor's liability towards such data shall be limited to recopying the data on the required medium"	Not Agreed. This is clarified as the data is confidential in nature therefore its Safety & Security of the data handed over to the contractor by DGH will be the contractor's responsibility. The above is irrespective of the fact that DGH the data provider will be having its copy.
19.	SCC	4 New Clause	43	New clause	<p>"Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor, it Affiliates and its and their respective personnel in respect of this contract, whether under Contract, in tort or otherwise shall not exceed 50% of the Contract value.</p> <p>Company shall indemnify and keep indemnified Contractor, its Affiliates and their respective employees harmless from and against any and all claims, costs, losses and liabilities, in excess of the aggregate liability amount specified above."</p>	<p>Insertion of new Clause for limitation of liability is agreed as follows:</p> <p>"Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor, it Affiliates and its and their respective personnel in respect of this contract, whether under Contract, in tort or otherwise shall not exceed 100% of the Contract value.</p> <p>Company shall indemnify and keep indemnified Contractor, its Affiliates and their respective employees harmless from and against any and all claims, costs, losses and liabilities, in excess of the aggregate liability amount specified above."</p>

Note: The shaded texts are amendments/modifications in the tender document. Bidders are requested to taken printout of this document and enclose a signed copy of this document along with their bid as a token of having noted the amendments/agreed for the clarifications for the above mentioned Tender Document.