



DIRECTORATE GENERAL OF HYDROCARBONS
(Ministry of Petroleum & Natural Gas)
OIDB Bhawan, Plot No.2, Sector 73, Noida – 201 301.

INVITATION FOR BID

(National Competitive Bid – Limited, under Two Bid System)

Bid Document No.: MM-14/8/2017-DGH/ENQ/068

Service Description : Design and Printing of DGH Annual Publication by a professional advertising agency.

Directorate General of Hydrocarbons, Noida invites sealed Competitive Bids (in duplicate) for aforementioned services, from the following service providers whose eligibility will be determined, on receipt of bids, against Pre-Qualification Criteria (PQC) under the Bid Evaluation Criteria vide Annexure-II of the tender:

1. M/s. Continental Advertising Services, Delhi
2. M/s. Inter Publicity Pvt. Ltd., New Delhi
3. M/s. Concept Communications, Delhi
4. M/s. New Fields Advertising Private Ltd., New Delhi
5. M/s. National Advertising Agency, New Delhi
6. M/s. Interads Advertising Pvt. Ltd., Delhi
7. M/s. RK Swamy BBDO Pvt. Ltd., New Delhi
8. M/s. Siddhartha Advertising, New Delhi
9. M/s. Adman Advertising, New Delhi
10. M/s. Adfactors Advertising, Delhi
11. M/s. Airads Limited, Delhi
12. M/s. Basic 4 Advertising, New Delhi.
13. M/s. Sharad Advertising Pvt. Ltd., Delhi.
14. M/s. Ventures Advertising Pvt. Ltd., New Delhi.
15. M/s. Sanket Communications Private Limited, New Delhi.

Other eligible vendors who meet the Pre Qualification Criteria (PQC) under the Bid Evaluation Criteria vide Annexure-II, can bid for the tender along with requisite documentation and certificates by getting them issued from DGH by 01.05.2017 (five days before the date of bid closing). Alternatively, the tender documents can also be downloaded from the two websites mentioned above. Bids shall be submitted by 1400 hrs on 05.05.2017. Any bid received from a blacklisted firm or a firm on holiday will not be considered.

Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on aforementioned websites only. Hence, bidders may view the same regularly till the bid submission date.

Pre-Qualification Criteria:

1. As on bid closing date, bidder should be empanelled with Directorate of Advertising and Visual Publicity (DAVP), Ministry of Information and Broadcasting. Copy of empanelment to be attached.
2. Bidder should have been empanelled with National Oil and Gas companies in India i.e. ONGC, OIL, IOCL, GAIL, HPCL, BPCL in the last three (3) years (Three year period shall be considered from the bid opening date). Copy of empanelment to be attached.

3. Bidder as empanelled in point no. 2 should have prior experience in designing/printing of Reports, Magazines of National Oil Companies and shall submit to DGH copy of Purchase order /Contract/Work Order copy and successful completion along with some proof of published reports of any work done during last five years to be attached with the bid as documentary evidence.
4. The bidder should have an office /service centre in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.

FORWARDING LETTER

To,

Sub: Limited Tender for Design and Printing of DGH Annual Publication

Dear Sir,

The Directorate General of Hydrocarbons (DGH) hereby invites sealed tender in duplicate for providing aforesaid services.

1.0 The salient features of the tender are:

1	Tender No	:	MM-14/8/2017-DGH/ENQ/068
2	Type of Tender	:	National Competitive Bid – Limited, under Two Bid System
3	Description of Services	:	As per Scope of Work (Annexure- IV)
4	Bid Security	:	Rs.25,000.00
5	Performance Bank Guarantee	:	7.5 % of the contract value to be submitted within 10 days of LoA.
6	Document Issue End Date by DGH (Physical Copy)	:	01/05/2017 1700 Hrs
7	Bid Closing Date & Time:	:	05/05/2017 1400 Hrs
8	Bid Opening Date & Time:	:	05/05/2017 1500 Hrs
9	Validity	:	120 Days from Bid Opening Date
10	Mobilization Period	:	Within 7 days of LoA
11	Duration of Contract	:	AS MENTIONED IN SCOPE OF WORK
12	Quantum of Liquidated damages for default / delay.	:	As mentioned in the tender documents.

Annexure – I to V along with **Appendices** are attached to this letter. DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully,

PranjalPandey
Officer (MM)
For : Director General of Hydrocarbons

INSTRUCTIONS TO BIDDERS**A. INTRODUCTION**

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:- (Please refer to “Technical Rejection Criteria” under Annexure-II).

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 AMENDMENT OF BID DOCUMENT

3.1 At any time prior to the deadline for submission of bids, DGH may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Documents by the issuance of an Addendum.

3.2 The Addendum will be hoisted on DGH’s website. All bidders are advised to visit DGH website periodically till bid closing date to update themselves about modifications to the Bid , if any, in order to submit their offer accordingly.

3.3 In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the DGH may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to the bidders through DGH’s website.

B. PREPARATION OF BIDS**4.0 LANGUAGE AND SIGNING OF BID**

4.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGH shall be written in English language.

4.2 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be signed by a duly authorised officer and in the case of a Company, the same shall be sealed with the company seal or otherwise appropriately executed under seal.

4.3 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

5.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:**5.1 Advice to bidders for avoiding rejection of their offers:**

DGH has to finalize its purchase / contracts within a limited time schedule. Therefore, it may not be feasible for DGH to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to DGH’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with DGH’s requirement may be rejected without seeking any clarification.

6.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) All **Appendices** duly filled in and signed
- b) Price Format (refer the 'Note' below)
- c) Documentary evidence as required in the Bid Rejection Criteria.
- d) Documentary evidence that the goods and services to be supplied / rendered by the Bidder are eligible goods & services and conform to the requirements of bidding documents. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - (i) A detailed description of essential technical and performance characteristics of the services.
 - (ii) An item by item commentary on the DGH's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- e) Bid security.

NOTE: THE BIDDER MUST PROVIDE THE TECHNO-COMMERCIAL BID AND THE PRICE BID IN TWO SEPARATE ENVELOPES.

- **THE PRICE FORMAT IN THE TECHNO-COMMERCIAL BID SHOULD NOT CONTAIN THE QUOTED PRICES. OFFERED PRICES SHOULD BE QUOTED ONLY IN THE PRICE BID WHICH SHOULD BE PRODUCED IN A SEPARATE SEALED ENVELOPE.**
- **THE PRICE BID SHALL BE OPENED ONLY AFTER THE BID IS FOUND TO BE TECHNO-COMMERCIALY ACCEPTABLE.**
- **FAILURE TO COMPLY SHALL MAKE THE BID LIABLE FOR REJECTION.**
- **For more details See Clause C.11**

7.0 BID PRICES

7.1.1 The bidders shall indicate on the appropriate price schedule, the net unit prices in the price bid.

7.1.2 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

7.2 Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax. The bidder will have to bear all Service tax liability, as applicable. The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services.

In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. DGH will not entertain any future claim in respect of Service Tax against such offers.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

a) DGH will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side.

b) DGH will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

The service provider should have a valid registration with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of service is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.

As the above statutory provisions are frequently reviewed by the Government, the bidders are advised to check the latest position in their own interest and DGH will not bear any responsibilities for incorrect assessment of statutory levies by any bidder

8.0 MODE OF PAYMENT

In case, DGH makes payments through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars alongwith their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC / NEFT Code (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
9. Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.
10. Any other details as required by the remitting bank.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

9.0 BID SECURITY

9.1 The Bid Security is required to protect the DGH against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause **9.7**.

9.2 Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. Bidders registered with National Small Industries Corporation (NSIC) are also exempted from payment of Bid Security.

9.3 The Bidders not covered under Para **9.2** above must enclose bid security with their techno-commercial offer (i.e. Bid security should not be in the 'Price Bid' envelope) . The amount for bid security has been indicated in the "Invitation For Bid".

9.4 The Bid Security shall be acceptable in any of the following forms:

(i) An account payee Demand Draft in favour of Directorate General of Hydrocarbons payable at Delhi, valid for **90 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix 2**. Bank Guarantee issued from any of the Nationalised / scheduled Bank in India on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker valid for 45 days beyond the validity of the bids asked for in the tender.

9.5 DGH shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

9.6 Subject to provisions in para**9.2** above, offers without Bid Security will be ignored.

9.7 The Bid Security shall be forfeited:

a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.

b) If Bid is varied or modified in a manner not acceptable to DGH during the validity period or any extension of the validity duly agreed by the Bidder.

c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 7 days of notification of such acceptance.

9.8 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

10.0 TELEX / TELEGRAPHIC / TELEFAX / e-MAIL / XEROX / PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

10.1 Telex / Telegraphic / Telefax / e-mail / Xerox / Photocopy bids and bids with scanned signature will not be considered.

Original bids should be signed manually failing which they shall be rejected.

C. SUBMISSION AND OPENING OF BIDS

11.0 SEALING AND MARKING OF BIDS.

Offers are to be submitted in triple sealed covers. The first inner sealed cover will contain Techno-Commercial bids having all details **but with price column blanked out. However a tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid (Price Bid)**. This cover will clearly be super scribed with "Techno-Commercial bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney / board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un-amended printed literature.

- Price bids, which remain unopened with DGH, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond(s) from the successful bidder(s).
- Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- DGH will not be responsible for the loss of tender form or for the delay in postal transit.
- The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.

12.0 DEADLINE FOR SUBMISSION OF BIDS

12.1 The Bid must be received by the DGH at the address specified in Invitation for Bids not later than **1400 Hrs (IST)** on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than **1400 Hrs. (IST)** on the specified date. All out-station tenders, if sent by post, should be sent under registered cover. The bids should be addressed to :

**HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan,
Tower A, Plot No.2, Sector-73, NOIDA-201301**

Bids received by post without proper superscription of Tender number & Bid Closing Date on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.

13.0 LATE BIDS

13.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

13.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

14.0 OPENING OF BIDS

14.1 The bid will be opened at **1500 Hrs. (IST)** on the date of opening indicated in "Invitation for Bid". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter of authorisation must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

14.2 In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

D. EVALUATION OF BIDS

15.0 EVALUATION AND COMPARISON OF BIDS

15.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-II.

16.0 UNSOLICITED POST TENDER MODIFICATIONS

16.1 Unsolicited post-tender modification will lead to straight away rejection of the offer.

17.0 EXAMINATION OF BID

17.1 The DGH will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17.2 DGH will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the bid Evaluation Criteria of the bidding document will be rejected.

18.0 SPECIFICATIONS

18.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

19.0 PURCHASE PREFERENCE

19.1 DGH reserves its right to allow to the Indian Small Scale Sector purchase preference facility as admissible under the existing policy.

20.0 CONTACTING DGH

No bidder shall contact the DGH on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

E. AWARD OF CONTRACT

21.0 AWARD CRITERIA.

DGH will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

22.0 DGH'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

22.1 DGH reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for DGH's action. The DGH also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

23.0 NOTIFICATION OF AWARD (NOA)

23.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing performance security, the contract shall be signed between the parties.

24.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilise complete equipment along with crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this tender document.

25.0 SIGNING OF CONTRACT

25.1 The successful bidder is required to sign a **formal detailed** contract with DGH within a maximum period of **30** days of date of Fax order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. In case of delay in signing the contract on the part of DGH, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at **Annexure-III A to Annexure V** along with respective appendices thereto, of the tender.

26.0 PERFORMANCE SECURITY

26.1 Within 10 days of Letter of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) in any one of the following forms:

- (a) An Account Payee Demand Draft drawn in favour of 'Directorate General of Hydrocarbons' valid for 90 days from the date of issue and payable at New Delhi.
- (b) A Bank Guarantee(BG) as per **Appendix 3** from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker

26.2 The performance security specified above must be valid for 3 (three) months beyond the contract period. The Performance Security will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

26.3 The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

26.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

26.5 Failure of the successful Bidder to comply with the requirements of clause **25.0** or **26.0** above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause **9.7(c)**.

27.0 CORRESPONDENCE

27.1 DGH's fax address is (+91)-120-2472049.

27.2 All correspondence from Bidders/ contractor shall be made to the office of the HoD (MM), Directorate General of Hydrocarbons, OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida- 201 301, India.

27.3 All correspondence shall bear reference to DGH's bid document number.

Note :

1. The bidder should make a numbered index of the documents produced in his/her bid .
2. For the ease of processing, it is desired that the bidder should number the pages in his bid and provide the reference of the relevant documents in the index.
3. The index should clearly indicate the page no. of the relevant document attached.
4. As per convenience, it is also suggested that the bidder attach flags on the relevant documents.

A reference index shown is only for illustration. The index page may/ may not look exactly the same.

INDEX			
Sr No	Contents	Pages	
		From	To
1	Notice Inviting Tender		
2	Index		
3	Important notes for intending tenderer(s)		
4	Part I: System of Tendering		
5	Part II: Conditions of Contract		
6	Part III: Scope of work		
7	Annexure A: Broad methodology of measuring the level of infestation		
8	Annexure B: Acceptance / Deviation schedule		
9	Annexure C: Details of coaches		
10	Annexure D: Financial Bid		
11	Annexure E: Mandate form for EFT / NEFT		

BID SUBMISSION PERFORMA

Tender No.....

Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____ (Validity of Bid).

2. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II** and accepted the "General Terms and Conditions" at **Annexure-III A** & "Special Conditions of Contract" at **Annexure-III B** for providing services and have thoroughly examined and complied with the Scope of Work, Specifications etc at **Annexure-IV**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

3. If our Bid is accepted, we will submit a security in the form of an account payee Demand Draft or a Bank Guarantee for the applicable amount, for the due performance of the Contract.

4. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

5. We have submitted a copy of valid registration certificate under service tax rules OR We undertake to submit copy of requisite service tax registration certificate along with the first invoice under the contract

Yours faithfully,

Signature of the Bidder

Name _____

Seal of the Company

Dated

Signature of witness

Address

Note : This form should be returned along with offer duly signed.

Proforma of Bank Guarantee towards Bid Security
BID BOND

Ref. No.....

Bank Guarantee No.....

Dated

To,

Directorate General of Hydrocarbons
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) _____ registered under the laws of _____ having its head/registered office at _____ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued..

5. This guarantee shall be irrevocable and shall remain in force up to _____ which **includes thirty days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

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

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

Attorney as per Power of
Attorney No.....
Dated

WITNESS NO. 2

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

Notes:

11. The expiry date as mentioned in clause **5 & 6** should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

Proforma of Bank Guarantee towards Performance Security.

PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No.

Dated.

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

Dear Sirs,

1.1 In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

1.2 We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

1.3 The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.

1.4 The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence

by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

1.5 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.

1.6 This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.

1.7 The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

1.8 The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.

1.9 Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

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

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

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

WITNESS NO. 2

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

BID EVALUATION CRITERIA**A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, along with suggested changes are to be communicated to DGH within the 5 days of closing date of sale of Bid Documents. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

B. REJECTION CRITERIA - Applicable to all the participating bidders**B.1 Technical Rejection Criteria**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outrightly.

2.0 Eligibility and experience of the bidder:-

- a) As on bid closing date, bidder should be empanelled as an Advertising Agency with Directorate of Advertising and Visual Publicity (DAVP), Ministry of Information and Broadcasting. Copy of empanelment to be attached.
- b) Bidder should have been empanelled with National Oil and Gas companies in India i.e. ONGC, OIL, IOCL, GAIL, HPCL, BPCL in the last three (3) years. The three year period shall be considered from the bid opening date . Copy of empanelment to be attached.
- c) Bidder as empanelled in point no. 2 should have prior experience in designing/printing of Reports, Magazines of National Oil Companies and shall submit to DGH a copy of Purchase order /Contract/Work Order copy and successful completion along with some proof of published reports of any work done during last five years (considered from the bid opening date) to be attached with the bid as documentary evidence.
- d) The bidder should have an office /service centre in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.

Bids without documentary evidence as above towards eligibility criteria will be liable for rejection. Any bid from a firm that has been put on a holiday by DGH shall be rejected outrightly

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with, failing which the bid will be rejected:

1.0 Acceptance of terms & conditions, vide “Bid Form” enclosed with the tender. The bidder must confirm unconditional acceptance of General Conditions of Contract at **Annexure IIIA**, Special Conditions of Contract at **Annexure IIIB** and Instruction to Bidders by attaching a copy of the tender document duly signed by the bidder on all the pages.

2.0 Offers of following kinds will be rejected:

- a) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer.
- b) Telex / Telegraphic / Fax / e-Mail / Xerox / Photocopy offers and bids with scanned signature. Original bids that are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid as per the requirement given in forwarding letter.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Offers which do not conform to DGH’s price bid format.
- f) Offers which do not confirm to the mobilization period indicated in the bid.
- g) Offers which do not confirm to the contract period indicated in the bid.

C. Technical cum Price Evaluation Criteria

Evaluation of bids: -

- a. The bidder shall be submitting soft/hard copies of the proposed new designs for the annual report of DGH. Sample data for such designs shall be provided by DGH along with the tender document.
- b. At the time of technical bid evaluation, proposed new designs (based on DGH sample data attached at ANNEX-VI) along with previously completed similar works shall be evaluated by a separate technical committee appointed by DGH and shall be given marks under evaluated as below:

Type of Bid	Marks for 'New designs and completed jobs'	Overall Marks
Technical Bid	40	40

The bidder has to score minimum cut-off qualifying marks of 20 out of 40 marks in the technical bid to qualify for commercial bid. Commercial bid shall be opened for only those technically qualified bidders who score above the minimum cut-off qualifying marks in Technical Bid.

Note:

1. Multiple ‘Designs’ can be submitted by the bidders for evaluation of new design by DGH.

2. For evaluation against ‘Completed Jobs’ in the above table, the bidder shall produce similar works , completed within the last five years from the bid opening date.

3. Annex-VI has been attached after Pg No.35 of this tender.

c. Commercial bid shall be carrying total 60 marks. However maximum marks will be given for quoting the lowest rate for the bid. Marks will be proportionately adjusted for other bidders. The following formula shall be used for calculation of marks for the commercial bid. **The TOTAL AMOUNT (T1)**

as mentioned in the price format table at ANNEX-V shall be considered for commercial evaluation of the bid.

Formula: (Lowest quote for the bid X Maximum Marks for the commercial bid i.e. 60)/Actual quote of the bidder for the bid

The techno-commercially successful bidder who shall secure the **highest total evaluated marks (H1) (i.e. summation of marks scored on Technical bid and Commercial Bid) will be awarded the job.** In case of a tie, while deciding the H1, the bidder with lowest quote in commercial bid shall be awarded the tender.

Note: Bids without documentary evidence as above towards eligibility criteria will be liable for rejection.

1. Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax clearly indicating the applicable rate of service tax. In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.

In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation.

2. In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

MODEL CONTRACT AND GENERAL CONTRACT CONDITIONS

(To be signed with the successful bidder)

This CONTRACT is made and entered into on thisday of ...Two thousand and by and between Directorate General of Hydrocarbons having its office at OADB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India (hereinafter referred to as DGH which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “CONTRACTOR” (which expression unless repugnant to the context or meaning hereof shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas DGH is desirous of (description of services) for carrying out DGH's operations conforming to specifications as set forth in the Scope of Work at **Annexure-IV** of this agreement.

And Whereas the CONTRACTOR represents that it has the necessary experience for carrying out DGH's operations as referred to herein and has submitted a bid for providing the required services against DGH's Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the DGH from time to time.

And Whereas DGH's has accepted the bid of the CONTRACTOR and has placed Fax order / Letter of Intent /Notification Of Award vide its letter dated.... On the CONTRACTOR.

Now it is hereby agreed to by and between the parties as under:

1.0 DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between DGH and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 DGH:

DGH or Directorate General of Hydrocarbons., India means an organization including its successors, under the Ministry of Petroleum & Natural Gas, Government of India.

1.3 SITE

Shall mean the place in which the services are to be carried out or places approved by the DGH for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 DGH'S SITE REPRESENTATIVE

Shall mean the person or the persons appointed by DGH from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. whose bid has been accepted by DGH and to whom work has been awarded under this contract and shall include its authorized representatives, successors and permitted assignees.

1.6 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the DGH as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by DGH and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on DGH for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by DGH.

1.8 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the DGH for/under the CONTRACT and amendments thereto.

1.9 WORKS / OPERATIONS:

Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.10 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works as provided in the CONTRACT.

1.11 MOBILISATION:

Shall mean rendering the necessary equipment fully manned and equipped as per requirements of the CONTRACT and ready to begin work at designated site. The date and time of DGH's acceptance will be treated as the date and time of mobilisation.

1.12 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.13 APPROVAL:

Shall mean and include the written consent duly signed by DGH or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.14 GROSS NEGLIGENCE

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to

act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,

2.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications at **Annexure-IV**

3.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

3.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date, DGH notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract. This date of issue of LOA shall be treated as the Effective Date of Contract.

3.2 MOBILISATION TIME : The mobilization should be completed by Contractor within the stipulated period under the contract (Please refer to Special Terms & Conditions). 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.

3.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed in all respects is treated as **date of commencement of Contract**.

3.4 DUARATION OF CONTRACT : Please refer to Special terms & Conditions.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work / Terms of Reference (**Annexure IV**) in most competent manner both technically & systematically and also in economic and cost effective manner.

4.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all manpower as required to perform the work.

4.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF DGH: DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.

6.0 WARRANTY AND REMEDY OF DEFECTS.

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which DGH may, from time to time, furnish to the Contractor.

6.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relation to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

7.1 Directorate general of Hydrocarbons

HoD (Admn)

Directorate General of Hydrocarbons,
OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
Fax : +91 120 2472049

7.2 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

.....
.....
.....
Fax:.....

8.0 REMUNERATION AND TERMS OF PAYMENT

8.1 DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (**Annexure-IV**), as per the Price Schedule at **Annexure-V**. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

8.2 All Bills along with relevant supporting documents shall be submitted in triplicate to the addressee at **7.1** above.

8.3 Clear (undisputed) invoices with original supporting documents duly countersigned by DGH's representative/ engineer wherever applicable will be submitted at the end of satisfactory completion of Works / Services / Project by the CONTRACTOR to DGH and payment shall be made within 30 (thirty)

calendar days from the date of receipt of invoice at the above office (Unless otherwise specified in the Special Conditions of the Contract)

The original invoice should also accompany the following documents/ details:

1) Along with invoice:

Following documents / details should be invariably furnished along with the invoice:

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in **Annexure-I** (i.e. 'Instructions to bidders') of bid document.
- c) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- d) Insurance policies and proof of payment of premium (As applicable).
- e) Details of statutory payments like PF, ESI, EPF etc. (As applicable).
- f) Undertaking by the contractor regarding compliance of all statutes.
- g) Documentary evidence of payment of Customs duty, where applicable.
- h) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

9.0 CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING

9.1 Claims

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of DGH. DGH may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

9.1.1 Notice of claims

CONTRACTOR or DGH, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

9.2 Taxes

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Customs Duty, Corporate and Personnel Taxes levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT. It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

9.2.1 Personnel taxes

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Tax shall be deducted at source as per Indian Tax Laws.

9.2.2 Corporate taxes

The CONTRACTOR shall bear all Corporate taxes, levied or imposed on the CONTRACTOR on account of payments received by it from the DGH for the work done under this CONTRACT.

9.3 If it is so required by the applicable laws in force at the time of payment, DGH shall withhold from the amount due to the CONTRACTOR and pay to the Indian Tax authorities any tax levied or assessed on account of the CONTRACTOR's operations pursuant to this CONTRACT.

9.4 For the lapse, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the DGH shall not take any responsibility whether financial or otherwise.

10.0 PERFORMANCE

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the DGH and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 7 days upon the receipt of written notice from the DGH to improve their performance failing which the DGH may terminate the CONTRACT by giving the CONTRACTOR **14 (fourteen)** days written notice.

11.0 PERFORMANCE BOND

11.1 The Contractor has furnished to DGH a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being **7.5%** of estimated Contract Price for 1st year) valid till _____ towards performance under this CONTRACT. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by DGH not later than 30 days following its expiry.

11.2 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement and /or in respect of any amount due from the CONTRACTOR to the DGH, the DGH shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the DGH on demand.

12.0 SAFETY AND LABOUR LAWS

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by DGH shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. DGH's employee also shall comply with safety procedures/policy.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13.0 INSURANCE

A) CONTRACTOR shall, at his own expense, arrange 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.

B) Waiver of subrogation: All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in **clause 12** hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

" The insurers hereby waive their rights of subrogation against any individual, DGH, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the CONTRACTOR".

C) Deductible:- That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

D) CONTRACTOR shall require all of its SUB-Contractors to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.0 INDEMNITY AGREEMENT

14.1 INDEMNITY BY CONTRACTOR

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified DGH, its CONTRACTORS (other than the CONTRACTOR) and/or sub-CONTRACTORS and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

(i) any of CONTRACTOR's or subCONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of DGH); and

(ii) subject to clause **14.2 (a) (i)** any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel and

b) loss or damage to :

(i) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of DGH); or

(ii) subject to clause **14.2 (b) (i)** any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel or subCONTRACTORS or subCONTRACTOR's personnel.

14.2 Indemnity by DGH

Unless otherwise specified elsewhere in this CONTRACT, DGH shall indemnify and keep indemnified CONTRACTOR (which expression in this clause includes, unless the context otherwise requires, SubCONTRACTORS of any tier and their employees) from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from :

a) personal injury, illness or death of

(i) any employee of the DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR);

(ii) subject to clause **14.1 (a) (i)** any other person to the extent that the injury, illness or death is caused by the negligence or fault of DGH ; and

b) any loss or damage to :

(i) any property owned, hired or supplied by DGH (even if caused by or contributed to by the negligence or fault of CONTRACTOR); except to the extent that such property is in the care or custody of CONTRACTOR in connection with the work under the CONTRACT.

(ii) Subject to clause **14.1 (b) (i)** any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of DGH.

15.0 TERMINATION

15.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

15.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in **clause 16**.

15.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

15.4 Termination for unsatisfactory performance

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving **14 days** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

15.5 Termination for delay in mobilisation

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within the time period stipulated in the Forwarding Letter of this Bid Document. If the CONTRACTOR (successful bidder) fails to mobilise as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

15.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, DGH at its option may terminate this Contract in its entirety without any further right or obligation on the part of the DGH except for the payment of money then due. No notice shall be served by the DGH under the condition stated above.

15.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the DGH on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above **clause from 15.1 to 15.6** and in the event of such termination the DGH shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

15.8 In the event of termination of contract, DGH will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

15.9 Consequences of termination

15.9.1 Upon termination of the Contract, Contractor shall return to DGH all of DGH's items, which are at the time in Contractor's possession.

15.9.2 In all cases of termination herein set forth, the obligation of the DGH to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

15.9.3 In case of termination of Contract herein set forth, except under **15.1, 15.2 and 15.7**, following actions shall be taken against the Contractor ;

i) DGH shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by DGH against any type of tender nor their offer will be considered by DGH against any ongoing tender(s) where contract between DGH and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the contractor on holiday is issued. However, the action taken by DGH for putting that contractor on holiday shall not have any effect on other contract(s), if any with that contractor which shall continue till expiry of their term(s).

(ii) Pending completion of the enquiry process for putting the Contractor on holiday, DGH shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

16.0 FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

For the purpose of this contract, the term Force Majeure means any cause or event, other than the unavailability of funds, whether similar to or different from those enumerated herein, lying beyond the reasonable control of, and unanticipated or unforeseeable by, and not brought about at the instance of, the Party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance. Without limitation to the generality of the foregoing, the term Force Majeure shall include natural phenomenon or calamities, earth quakes, typhoons, fires, wars declared or undeclared, hostilities, invasions, blockades, riots, strikes, insurrection and civil disturbances but shall not include unavailability of funds.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning and the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGH shall have the option of canceling this CONTRACT in whole or part at its discretion without any liability at its part.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure and that such party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

17.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Courts at Delhi. (the place where the CONTRACT is signed in India).

18.0 SETTLEMENT OF DISPUTES AND ARBITRATION

Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

19.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

a) Neither the Contractor nor DGH shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DGH and

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the DGH with respect to Intellectual Property Rights.

SPECIAL CONDITIONS OF THE CONTRACT.

1. **PAYMENT TERMS** : Payment will be made within one month against completed invoice submitted & satisfactory performance as certified by duly authorized officer of DGH.

2. **MOBILISATION** – Within 1 (one) week of Letter of award.

3. DELAY IN TIMELY COMPLETION OF WORK AND LIQUIDATED DAMAGES

- a. CONTRACTOR(successful bidder)shall complete the scope of work(resolution of reported complaints) within the stipulated period under the contract.
- b. If the CONTRACTOR fails to complete the scope of work within the stipulated period,DGH shall have,without prejudice to any other provisions in the contract including subclause(c) below,the right to terminate the contract.
- c. If the contractor is unable to complete the scope of work within the stipulated period, it may request DGH for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request,DGH may at its discretion, extend the period of job completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of annual contract value,for each week of delay or part thereof, subject to a maximum of **10%**.
- d. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by DGH on account of delay/ breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

SCOPE OF WORK (For DGH Annual Report on 'Hydrocarbon Exploration and Production Activities')

DGH publishes its annual report '**India's Hydrocarbon Outlook 2016-17**' which encompasses the E & P activities carried out in India in that particular financial year. The report provides details on India's upstream activities, current production, reserve and resource figures, IOR-EOR and new technological initiatives, development of alternate energy resources and also abstract of policies that are currently in pipeline to attract investors. DGH's annual publication is intended to be distributed in leading conferences/exhibitions/forums/roadshows to E & P companies in India and abroad.

It shall be the responsibility of the advertising agency to get the printing done as per the specification indicated :

Sl. No.	Item description	Specifications for DGH Annual Report on 'Hydrocarbon Exploration and Production Activities'
1	Size of paper	210MM X 297MM A4 International (finished size)
2	No. of pages	220 ± 20 pages including text/ figures/ images, etc. (approximate)
3	Cover	Matt velvet finish on both sides of outercover or Jacket with Spot UV Coating with crystal abrasive on outercovers (front & back)
4	No. of Copies	1000 (700 Copies Paperback + 300 Copies Hard Bound) + 200 CD Packages
5	Color	All Text pages and cover is 4 color printing with online aqueous coating
6	Golden Foil Stamping	Golden Foil Stamping of National Emblem on 4 pages of publication for Messages by Hon'ble Minister, Secretary and Director General (Hindi and English)
7	Binding	Perfect Binding, Matt Lamination (700 Copies Paper Back Section Swing cover drawn) & 300 Copies Hard Bound (Full Pastel binding with jacket)
8	Paper	Text – 130 GSM IRIS SG White/Mont Blanc Extra white/Galgo/Rendezvous Extra white Paper/Renoir Ultra White Card Cover – 300 GSM Imported Art Card
9	Inputs	<ul style="list-style-type: none"> a. Text and maps in hard copies/digital format, wherever available along with photographs etc. will either be provided by DGH or might have to be purchased/hired by Advertising agency b. Composing, designing of the cover and back pages, Designing of pages in the report will be carried out by the Ad-agency in Adobe In-Design or Corel software c. Digitization/scanning of the text/figures/tables/ photographs etc. including processing, proofing, binding etc. to be done by the contractor d. Pictures may have to be scanned or digitized and improved through software for higher resolution e. Proof reading to be done by Ad-agency
10	Completion and Delivery	The entire quantity of printed Annual Report should be submitted to DGH office within 10 days from the date of approval of Ferro copy by DGH. For exact schedule and details, refer terms and conditions below.
11	Digital Color Printing and Ferro copy Submission	Submission of 6 digital color printing copies prior to submission of Ferro copy. Once digital color print copies are approved, ferro copy to be submitted to DGH within 2 days. For exact schedule and details, refer

		terms and conditions below.
12	Packing	Packed in Kraft Paper in lots of 10 copies each
13	Soft copy	<ul style="list-style-type: none"> a. Soft copy (.cdr file format and pdf format) of the publication to be submitted in a USB Pen-drive to DGH. b. PDF version of Annual publication is to be hyperlinked with the Table of Contents. c. On completion of delivery, all chapters and tables will have to be submitted in Word and Excel Format in a USB Pen Drive along with finished art work of the publication and all images utilized in it.
14	CD packaging	<ul style="list-style-type: none"> a. CD stickers to be printed and designed in- sync with the cover of annual publication (200 nos.) b. CD Envelope/Jacket design and printed on 220 GSM Imported Art Card (200 nos.) c. Total 200 CDs to be provided along with CD Envelope/Jacket and CD Burning (CD Cover and Envelope/Jacket design to be in-sync with design of Annual Publication)

Terms and Conditions:

1. Raw data, images and write up that will be part of Annual report;will be provided by DGH in soft form (MS-WORD, PDF, JPEG, etc.)
2. DGH Representative shall be associated at all stages during the entire designing and printing process
3. Contractor has to submit the final design of the Annual reports within 45 days from the date of submission of data by DGH. Approval of final design will be given by DGH
4. After approval of final design by DGH, Contractor has to submit 6 digital color printing copies prior to submission of Ferro copy. Once digital color print copies are approved by DGH, contractor has to submit Ferro copy to DGH within 2 days.
5. The entire quantity of printed Annual Report should be submitted to DGH office within 10 days from the date of approval of Ferro copy by DGH.
6. Contractor has to deliver the hard & soft deliverable as per scope of work.Delivery at DGH office, fourth floor.

Check List

Sl. No.	Particulars	YES/NO
1.	As on bid closing date, bidder should be empanelled with Directorate of Advertising and Visual Publicity (DAVP), Ministry of Information and Broadcasting. Copy of empanelment to be attached.	
2.	Bidder should have been empanelled with National Oil and Gas companies in India i.e. ONGC, OIL, IOCL, GAIL, HPCL, BPCL in the last three (3) years. The three year period shall be considered from the bid opening date Copy of empanelment to be attached.	
3.	Bidder as empanelled in point no. 2 should have prior experience in designing/printing of Reports, Magazines of National Oil Companies and shall submit to DGH copy of Purchase order /Contract/Work Order copy and successful completion along with some proof of published reports of any work done during last five years to be attached with the bid as documentary evidence.	
4.	The bidder should have an office /service centre in the NCR. Self-Certificate stating the address, contact person, designation, phone number/fax number, e-mail id.	
5.	The bidder shall be submitting soft/hard copies of the proposed new designs for the annual report of DGH. Sample data for such designs shall be provided by DGH along with the tender document.	

Signature & Seal of the Bidder :

Name :

Address :

PRICE FORMAT

Having examined the various clauses in the Forwarding Letter Cum Instruction to Bidders, the General Conditions of the Contract and the Scope of Work including all attachments thereto in the Bid Document, we the undersigned offer to perform the services in conformity with the said conditions and Scope of Work as per the rates quoted below:

Sl. No.	Particulars	Quantity (Qty)	Unit Price (Rate)	Amount(Rs.) = Qty X Rate
	Charges for Designing and Printing of Annual Publication “India’s Hydrocarbon Outlook 2016-17” as per scope of work given in this bid document in the following formats:	N/A	N/A	N/A
A	1.Hard Copy (Paperback)	700 No.s	(d)	(x)
	2.Hard Copy (Hard Bound)	300 No.s	(e)	(y)
	3.CD	200 No.s	(f)	(z)
Total (T1) (excl. of taxes) = x+y+z				(T1)
B	Applicable Service Tax @ ____% / Any Other Tax @ ____% on (T1) (specify percentages)			(T2)
C	Total Amount (T1+T2) (Rs.)			

Notes

- Prices should be inclusive of all applicable taxes & duties, packing & forwarding charges for door delivery at DGH, Noida office.
- If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- Bidder should quote prices for all the items failing which its bid shall be rejected.
- Evaluation of offer will be made on the basis of **Price Evaluation Criterion as mentioned in Annex-II of the tender documents.**
- Taxes will be as applicable at the time of incidence.

Signature & Seal of the Bidder :

Name :

Address :

**DGH ANNUAL
PUBLICATION :**

**SAMPLE FOR
REFERENCE**



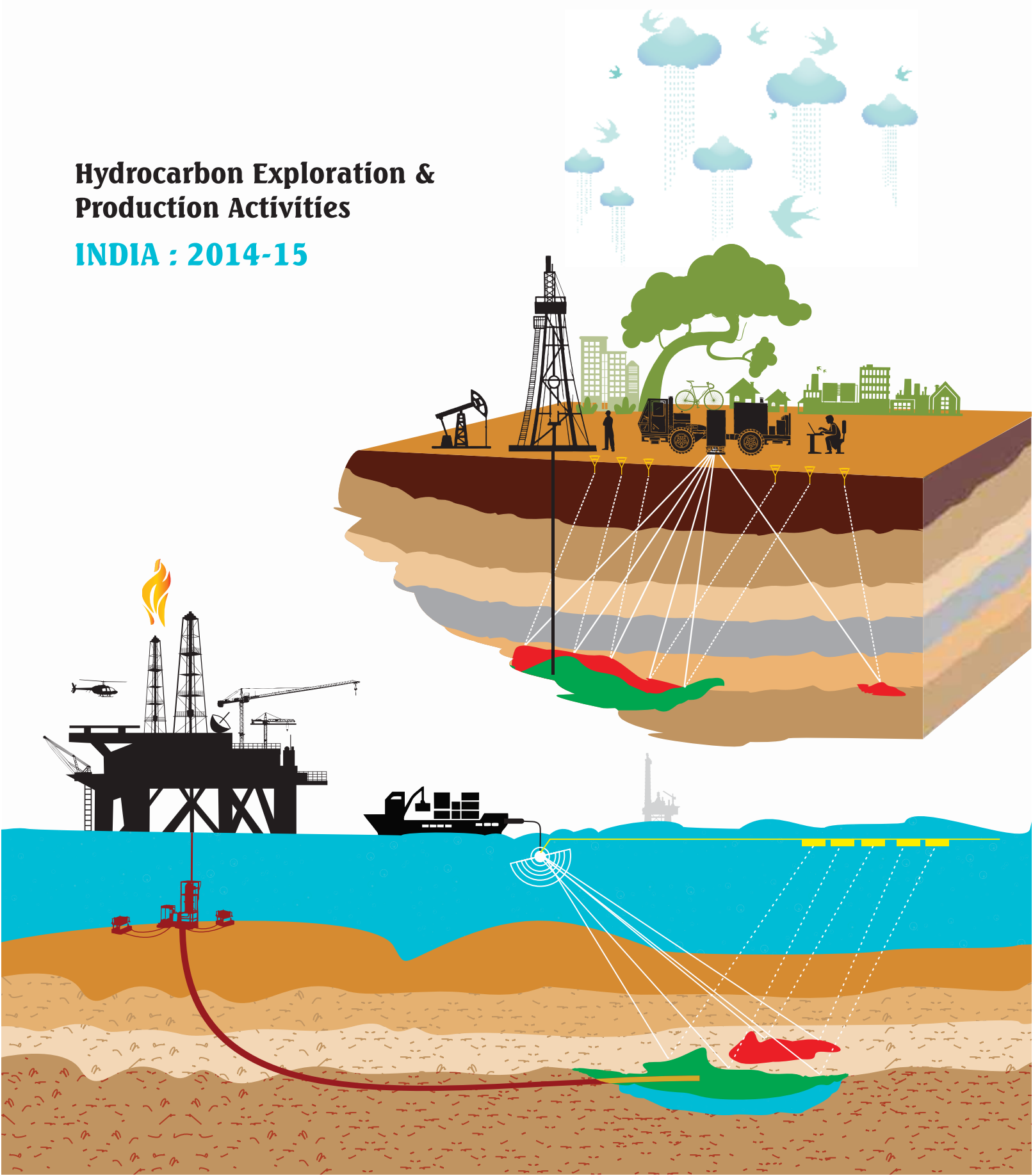
Directorate General of Hydrocarbons

Under Ministry of Petroleum and Natural Gas

Harvesting
ENERGY
everywhere

Hydrocarbon Exploration & Production Activities

INDIA : 2014-15





Directorate General of Hydrocarbons
Under Ministry of Petroleum and Natural Gas



सत्यमेव जयते

B. N. TALUKDAR
DIRECTOR GENERAL

DIRECTORATE GENERAL OF HYDROCARBONS
Ministry of Petroleum & Natural Gas
Government of India



At the time of joining DGH, I realized that the management of Production Sharing Contracts and Arbitration and Legal cases had been keeping our able manpower at DGH away from the real mandate of promoting sound management of the Indian Hydrocarbon Resources. It, therefore, propelled me to take immediate actions to facilitate and strengthen the technical portfolio of DGH, while continuing with the other activities. Adequacy of appropriate resources is imminent for timely achievement of targets and for optimal utilization of all the technical software available at DGH. Software and licenses were updated and renewed; a dedicated team was identified and deployed to carry out the technical work. To efficiently track the ongoing day-to-day activities and ever changing status of the blocks/fields, a Management Information System (MIS) has been implemented at DGH wherein E&P information is being systematically and expeditiously updated on an online portal, thus providing a reliable and readily available information to be used by various sections across and out of DGH.

Monitoring of E&P activities in India by DGH is driven by the Production Sharing Contracts which has water tight compartments as far as the timelines are concerned. Provisions had been made by Government for the timeline extensions within exploration phase in 2006. It was our constant endeavor to provide flexibility in the development phase timelines such as submission of Appraisal Plan, DOC, FDP etc. and other activities such as exploring the new hydrocarbon pool within the development areas during appraisal/ development. It was observed that decisions were pending in many cases with respect to the stringent timelines. The cases were also pending for decision for years where clearances were not accorded in the contracts by the different agencies. DGH made all out efforts in identifying such issues for a proper resolution. Policy decision has been taken by CCEA on nine such issues and about forty long pending cases have been resolved so far. Similarly, the issue of testing requirement (DST) has also been resolved after a long period and decision has been communicated to concerned Operators. This will enable monetization of twelve deepwater discoveries.

Talking of the deliverables in the FY 2014-15; sincere efforts have been made in view of the criticality of timely approval of the yearly Work Program and Budget (WP&B) by Management Committee (MC) and as a result, it is heartening to share that MC meetings have been conducted in all applicable blocks before 31st March, 2015 and approval WP & Budget for the year 2015-16 has been accorded. It is also





noteworthy that the number of pending cases with DGH that were left unattended for a long time have reduced considerably, owing to rigorous actions and follow-ups by DGH.

The progress of National Data Repository (NDR) Project is remarkable and is currently being aggressively expedited in DGH premises. The mechanical set-up of the project is complete and data loading is in progress. Entire country's E&P data will be uploaded in NDR so that any interested party from around the globe can have access to these data and show interest to invest in India.

After about 2 decades, a fresh assessment has been steered through ONGC to assess the hydrocarbon potential of the entire 26 basins of India. Also steps are in progress to appraise un-appraised areas which is precisely about 50% of the total sedimentary area of the country. All the onshore areas shall be covered by 2D Seismic Survey within a time span of 5 years through ONGC & OIL. The offshore areas shall be covered under "Multi-client non-exclusive" survey – through which parties from across the globe may carry out seismic surveys at their cost and sell seismic data to the potential investors while submitting only a license fee and data set to the Government. Seismic parties shall commence operations immediately post-monsoon. Preparation of data docket for the fields to be offered under 'Marginal Field Exploration Policy' is at the verge of completion at DGH.

The Production Sharing Contracts regime has been introduced in our country since more than 2 decades, but two key technical issues are yet to be addressed - codification of Good International Petroleum Industry Practices and Site Restoration Policy. Both of these policies are being formulated with the help of a Standing Committee consisting of members from Industry and Government.

Another milestone in terms of our foray into Alternate Energy is the Second Expedition of Gas Hydrates in Indian Offshore that has commenced since 4th March 2015, where a Japanese drillship 'CHIKYU' has been commissioned to collect Gas Hydrate samples and related information thereof in Deep waters of Krishna Godavari and Mahanadi basins in presence of DGH/ONGC personnel. Based on preliminary interpretation out of the 12 wells completed by March 2015, 8 wells have indicated the presence of Gas Hydrates. Progress in exploration and development activities of Shale Gas and Coal Bed Methane (CBM) resources has been commendable and the outlook is positive.

To summarize, it has been immensely satisfying that together as a team, DGH has been able to identify and mobilize the resources required to enhance our capabilities ahead in such diverse technical projects taken up by the Government in the best interest of the E&P sector of our country. I thank and congratulate my team for its continuous endeavor in providing enriching contributions in the service of the nation and hope that synergistically, we progress toward our ultimate vision of Hydrocarbon self-sufficiency in the country.

DGH Annual publication 'Hydrocarbon Exploration and Production Activities, 2014-15' summarizes the entire gamut of E&P operations carried out in India and achievements made in this sector in 2014-15. I thank Ministry of Petroleum and Natural Gas whose encouraging support and guidance have let us discharge our duties effectively and expeditiously. I am confident that all the current and prospective stakeholders in E&P sector in India shall find this compendium useful and informative.

Baikunth Nath Talukdar

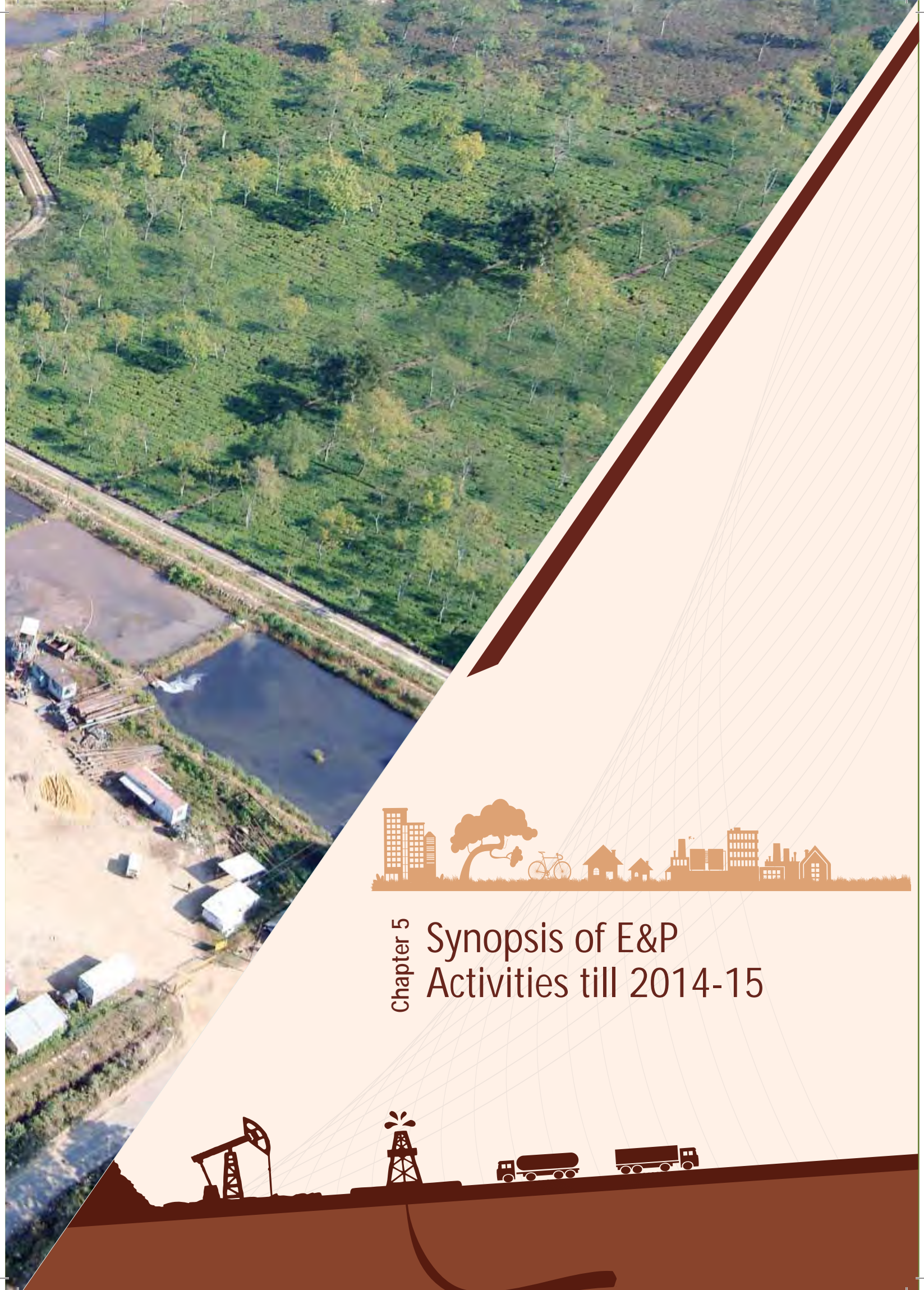
From the Director General's Desk

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Chapter 5 Synopsis of E&P
Activities till 2014-15





5

Synopsis of E&P Activities till 2014-15



After implementation of New Exploration Licensing Policy (NELP) and Coal Bed Methane (CBM) Policy by Government of India, the requisite thrust was rendered to Exploration and Production sector in India. These policies enabled a level playing field to the Private investors by providing them the same fiscal and contractual terms as was provided to National Oil Companies (NOCs) for the offered exploration acreage.

5.1. Exploration activities in Blocks

The company wise exploratory inputs since inception till 2014-15 are as under:

5.1.1. Exploratory efforts by PSUs

Oil PSUs have carried out 1,160,152.08 Line Kilometers (LKM) of 2D seismic survey, 281,482.96 Sq. Km of 3D seismic survey and drilled 6,384 Exploratory wells since inception as on 31.03.2015. The company-wise details of exploratory efforts in terms of 2D, 3D seismic and Exploratory wells are as under:

Table 5.1 : Exploratory efforts by PSUs since inception (till 2014-15)

Sl.No.	Company (Operator)	2D Seismic (LKM)	3D Seismic (SQ.KM)	Exploratory Wells (Nos.)
1	ONGC-Nomination	882,067.98	107,563.04	5,725
2	Oil India Ltd. -Nomination	73,356.80	12,479.13	351
3	ONGC - PSC regime	196,274.10	141,639.24	205
4	Oil India Ltd. - PSC regime	2,022.20	7,061.00	78
5	Bharat Petro Resources Ltd	10	90.55	-
6	Gujarat State Petroleum Corporation Ltd.	6,421.00	11,371.00	16
7	Indian Oil Corporation Ltd.	-	277	7
8	GAIL (India) Limited.	-	577	-
9	National Thermal Power Corporation	-	425	2
Grand Total		1,160,152.08	281,482.96	6,384





5.1.2. Exploratory efforts by Private Companies

Indian Private Companies have carried out 105,103 Line Kilometer (LKM) of 2D seismic survey, 104,723 Sq. Km. of 3D seismic survey and drilled 278 Exploratory wells since inception as on 31.03.2015. The company-wise details are as under:

Table 5.2 : Exploratory efforts by Pvt. Companies since inception (till 2014-15)

Sl.No.	Company (Operator)	2D Seismic (LKM)	3D Seismic (SQ.KM)	Exploratory Wells (Nos.)
1	Adani Welspun Exploration Ltd.	0	3586	0
2	Essar Oil Ltd.	4425	1619	17
3	Cairn India	2128	1995	48
4	Esveegee Steel (Gujarat) Pvt. Ltd.	0	135	0
5	Focus Energy Ltd.	9521	5361	84
6	Geo Enpro	52	114	2
7	Hindustan Oil Exploration Company Ltd.	626	1860	15
8	Interlink Petroleum Ltd.	0	64	2
9	Jay Polychem (India) Ltd.	0	268	2
10	Jubilant Oil & Gas Private Limited.	665	638	14
11	Mercator Petroleum Private Limited.	773	175	2
12	Prize Petroleum Company Ltd.	2050	304	2
13	Reliance Industries Ltd.	86475	90316	134
14	Selan Expl. Tech. Ltd.	166	132	4
15	Omkar Naturals Resources Pvt. Ltd.	350	83	0
16	Sintex Oil & Gas Pvt. Ltd.	0	68	0
Private Total		107,231.00	106,718.00	326

5.1.3. Exploratory efforts by Foreign Companies

Foreign Companies have carried out 63,209 Line Kilometer (LKM) of 2D seismic survey, 21,709 Sq. Km of 3D seismic survey and drilled 249 exploratory wells since inception as on 31.03.2015. The company-wise exploratory efforts are provided in Table 5.3.

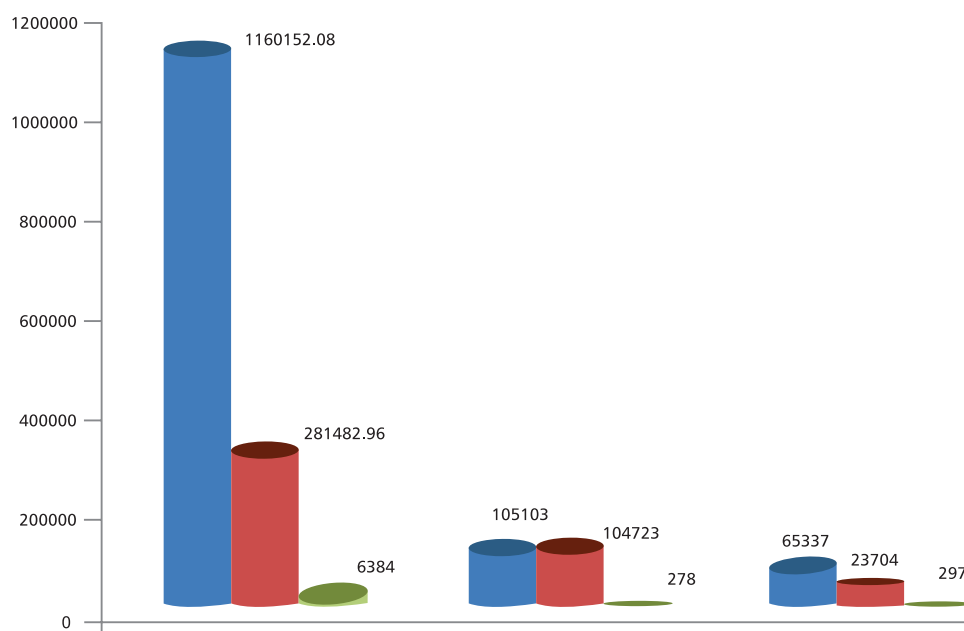




Table 5.3 : Exploratory efforts by Foreign Companies since inception (till 2014-15)

Sl. No.	Company (Operator)	2D Seismic (LKM)	3D Seismic (SQ. KM)	Exploratory Wells (Nos.)
1	BHP Billiton Pty. Ltd.	12806	0	0
2	British Gas Exploration and Production (India) Ltd.	2006	5187	15
3	Cairn Energy India Pty Ltd.	18344	6250	180
4	Canoro Resources Ltd.	346	104	4
5	ENI (India) Ltd.	5141	3170	1
6	Geo-Global Resources Inc.	476	0	0
7	Geo-Petrol International Inc.	206	0	0
8	Hardy E&P India Inc.	518	718	4
9	Heramac Ltd.	0	9	2
10	Naftogaz	319	537	8
11	Niko Resources Limited.	161	1304	26
12	OAQ Gazprom	4932	530	3
13	Oilex-NL Holdings Ltd	0	178	1
14	Okland Offshore Holdings Ltd.	0	0	1
15	Petrogas	440	1120	3
16	Premier Oil North East India.	261	0	1
17	Santos International Operations Pty. Ltd.	17253	2602	0
Grand Total		63,209	21,709	249

Exploratory Efforts By PSUs/Pvt./Foreign Cos.



	PSU	PVT	FOREIGN
2D (LKM)	1160152.08	105103	65337
3D (SKM)	281482.96	104723	23704
EXPL. WELLS	6384	278	297





5.2. Oil & Gas production data:

Exploration and Production sector has been opened up after implementation of New Exploration Licensing Policy (NELP) and Coal Bed Methane (CBM) Policy. These policies provide a level playing field to the private investors by giving the same fiscal and contract terms as applicable to National Oil Companies (NOCs) for the offered exploration acreage. Since the implementation of NELP, the Oil and natural gas production till 2014-15 in blocks under PSC regime is given in table below:

Table 5.4 : Year-Wise Production in PSC Regime

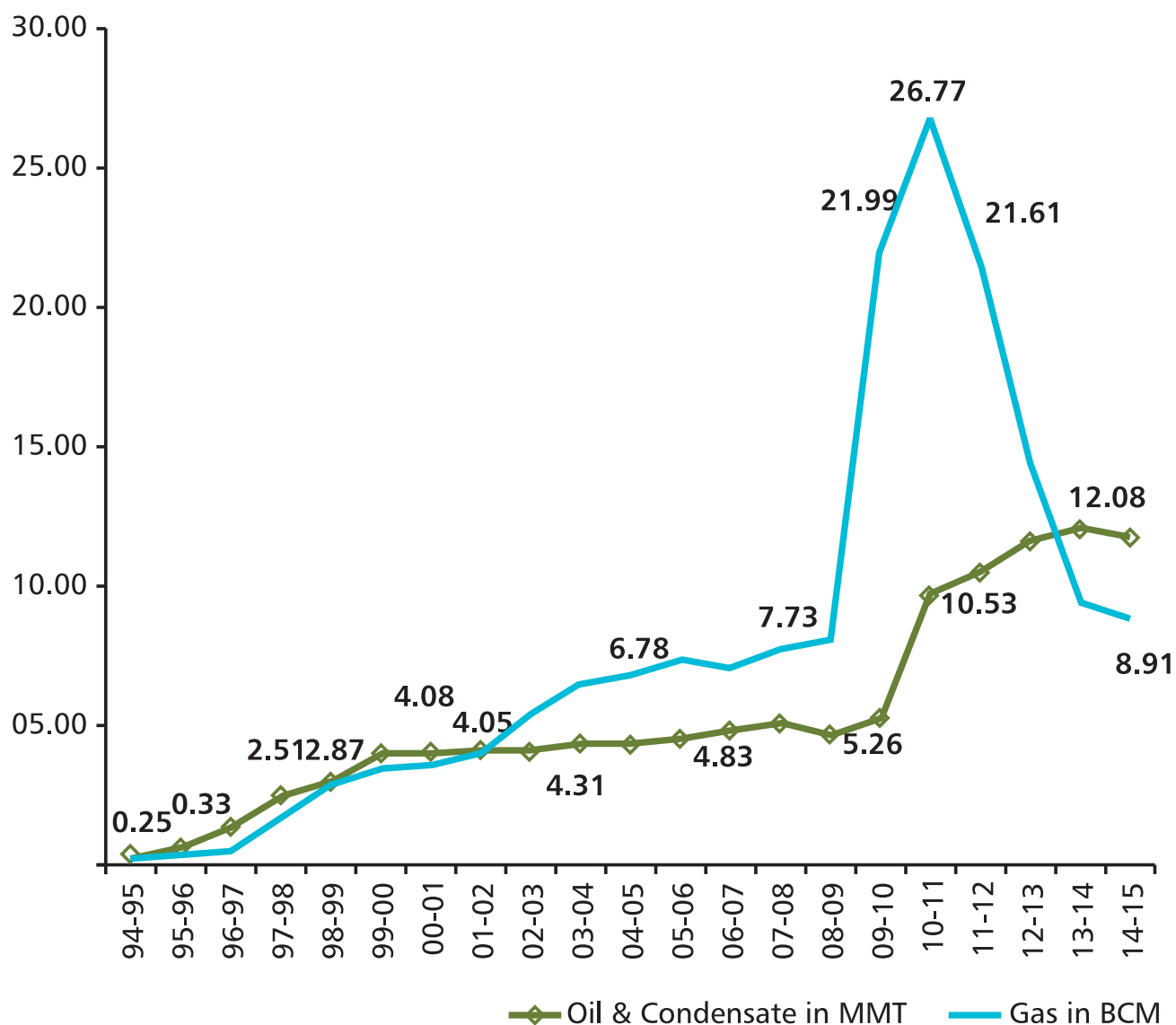
Year	OIL ('000 MT)	GAS (MMSCM)
1994-95	254.72	88.01
1995-96	650.41	334.06
1996-97	1345.28	509.99
1997-98	2514.56	1680.75
1998-99	3041.91	2874.07
1999-00	4017.66	3464.64
2000-01	4082.97	3596.00
2001-02	4140.28	4053.80
2002-03	4088.34	5407.01
2003-04	4314.41	6491.46
2004-05	4300.48	6783.80
2005-06	4552.24	7357.63
2006-07	4829.91	7039.70
2007-08	5086.92	7727.39
2008-09	4674.29	8090.04
2009-10	5262.52	21985.12
2010-11	9681.99	26774.49
2011-12	10526.96	21608.96
2012-13	11640.05	14490.88
2013-14	12076.41	9497.09
2014-15	11785.22	8911.95





The Oil and gas production trend in blocks and fields operating under PSC regime in the country since inception till 2014-15 is given in graph below:

Oil and Gas Production since start of PSC-Regime



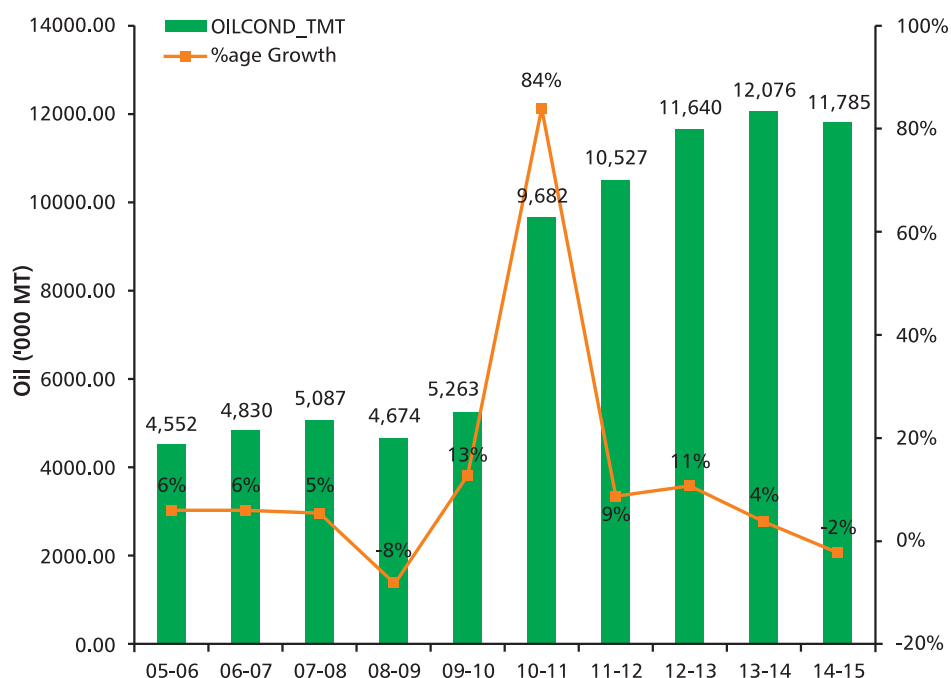
The crude oil and natural gas production is from seven sedimentary basins of the country which are - Rajasthan, Assam-Arakan, Assam Shelf Basin, Cambay, Cauvery, Krishna-Godavari and Mumbai. The trend in production of crude oil during the period 2005-06 to 2014-15 along with the growth over the previous year is highlighted in the graph below. Over the years, the contribution of oil coming from onshore has increased from 101 TMT in 2005-06 to 9056 TMT in 2014-15 which is mainly attributed to production from Rajasthan Basin.





The trend in production of natural gas during the period 2005-06 to 2014-15 along with the growth over the previous year is highlighted in the graph below. In 2005-06, gas production was 7,358 MMSCM which by 2014-15 reached to 8,912 MMSCM and major chunk of gas production is coming from offshore blocks. However, there was major growth in gas production (172%) in 2009-10 which is mainly attributed to the production coming from offshore block in Krishna Godavari Basin. Also, the incidental gas production from CBM blocks started in 2008-09.

Trend in Crude Oil production in PSC regime during the period 2005-06 to 2014-15 along with the growth over the previous year



Trend in Gas production in PSC regime during the period 2005-06 to 2014-15 along with the growth over the previous year

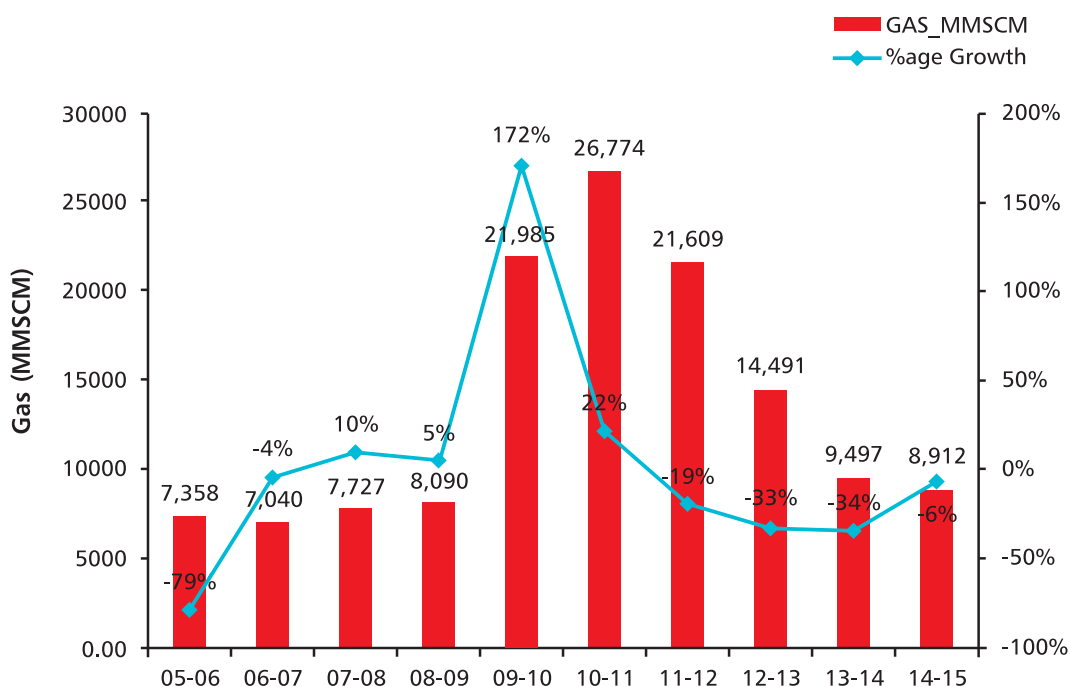
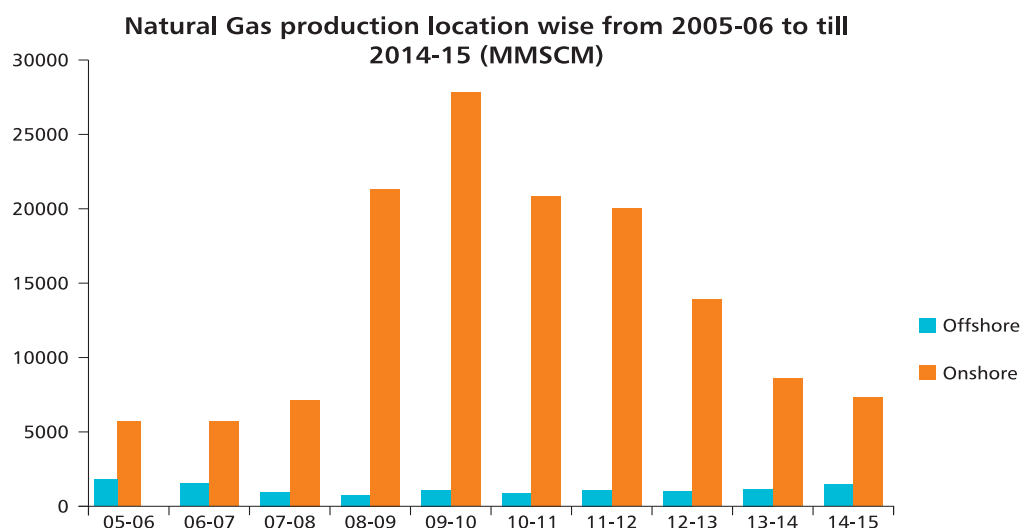
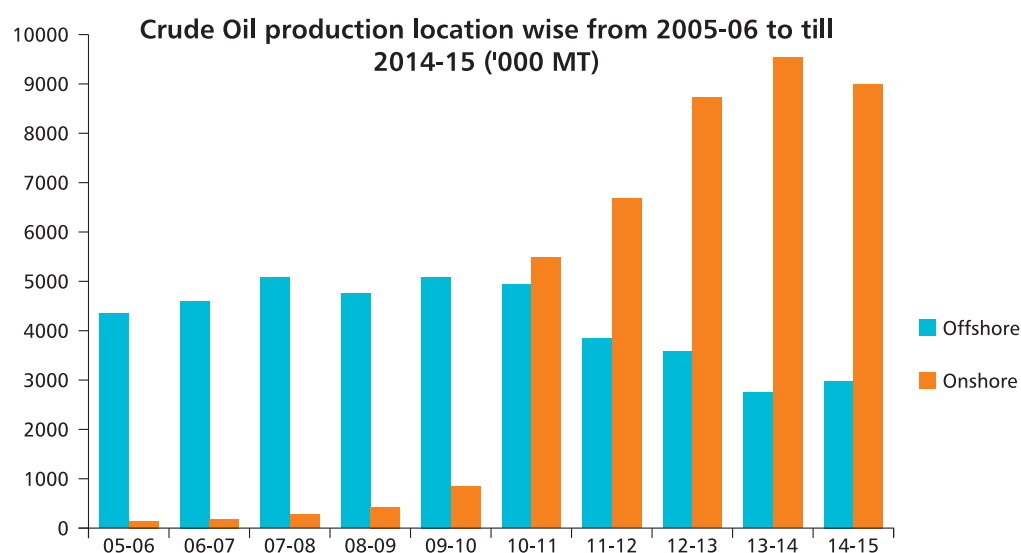




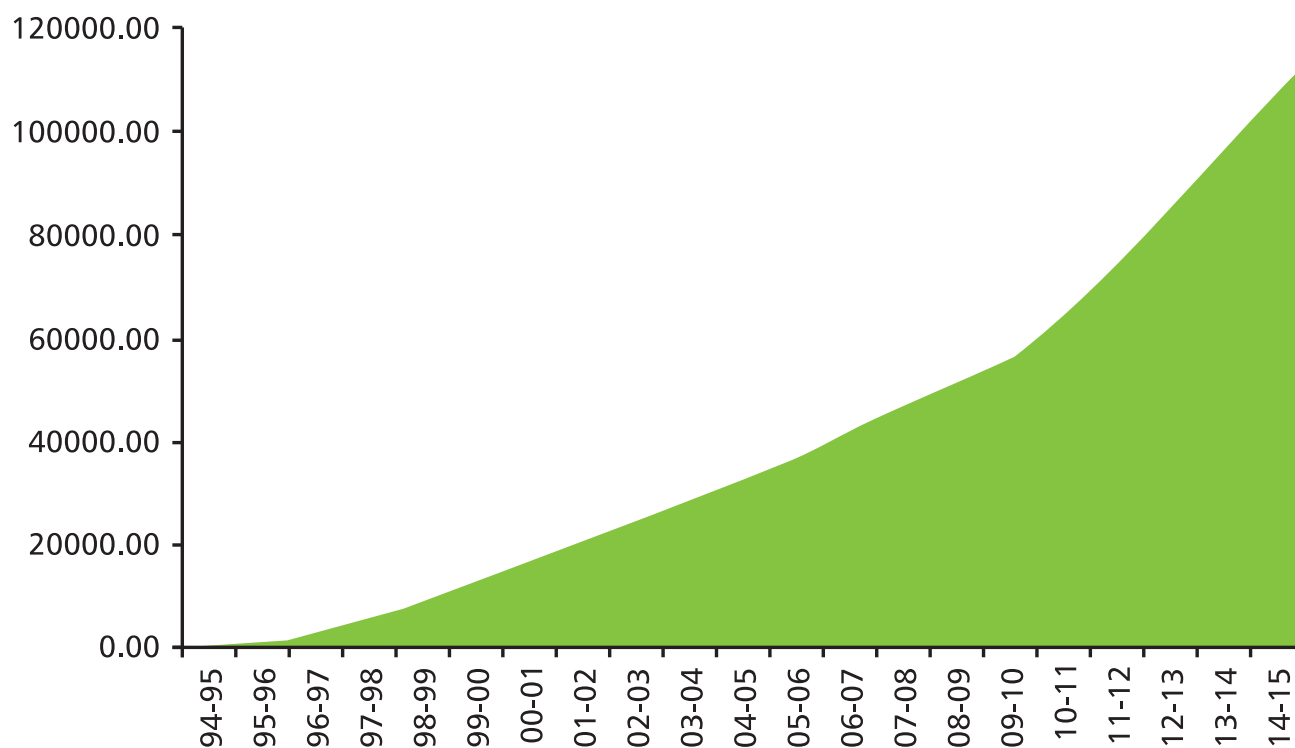
Table 5.5: Location-wise Crude Oil and Natural Gas production in PSC regime from 2005-06 to 2014-15

Year	OIL ('000 MT)		GAS (MMSCM)		
	OFFSHORE	ONSHORE	CBM	ONSHORE	OFFSHORE
05-06	4451.060	101.184	-	1556.708	5800.922
06-07	4669.261	160.644	-	1131.208	5908.489
07-08	4894.930	191.990	-	866.5398	6860.848
08-09	4431.313	242.974	19.786	722.171	7348.088
09-10	4528.776	733.752	38.402	596.958	21349.764
10-11	4281.976	5400.015	41.362	678.672	26054.456
11-12	3733.159	6793.803	84.191	614.936	20909.837
12-13	2803.950	8836.098	107.237	683.716	13699.927
13-14	2662.565	9413.849	165.518	903.907	8427.663
14-15	2729.459	9055.762	228.239	1094.834	7588.877

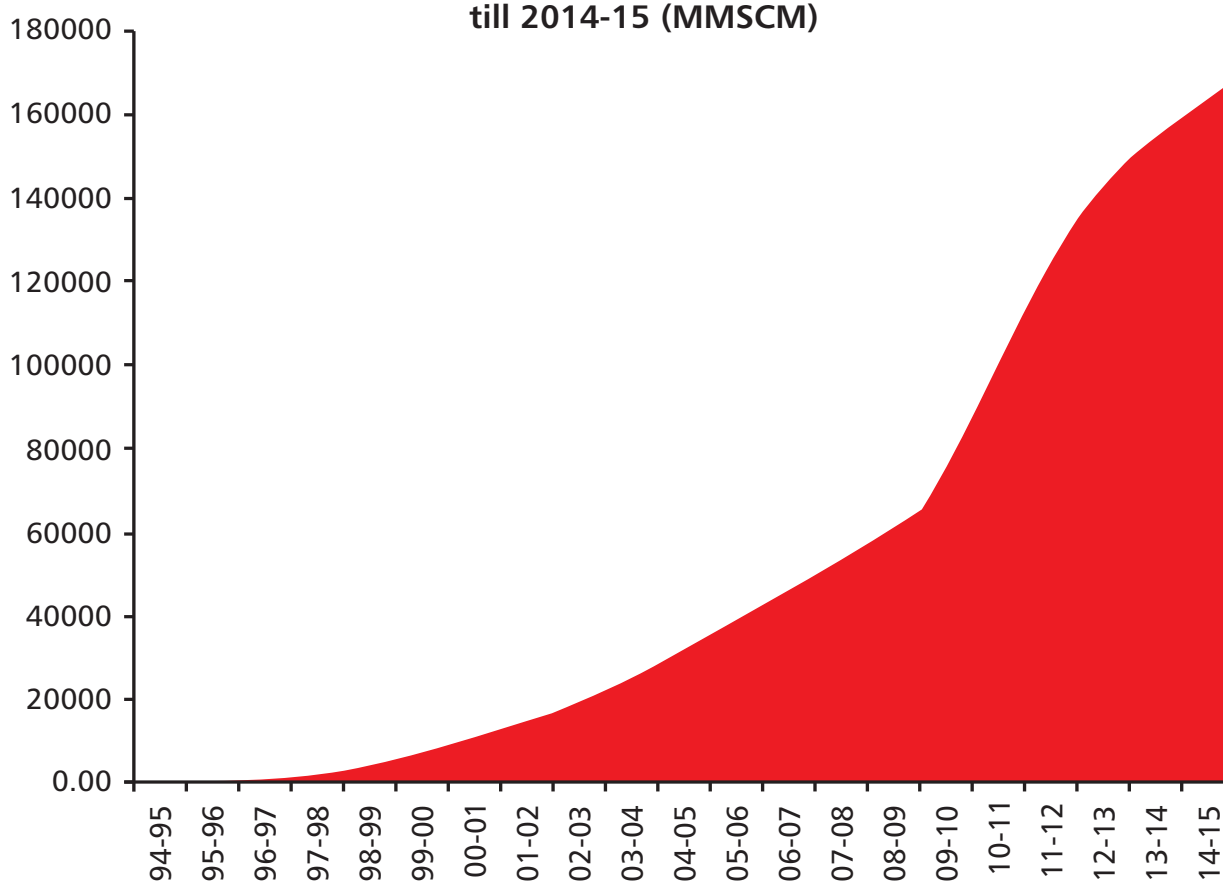


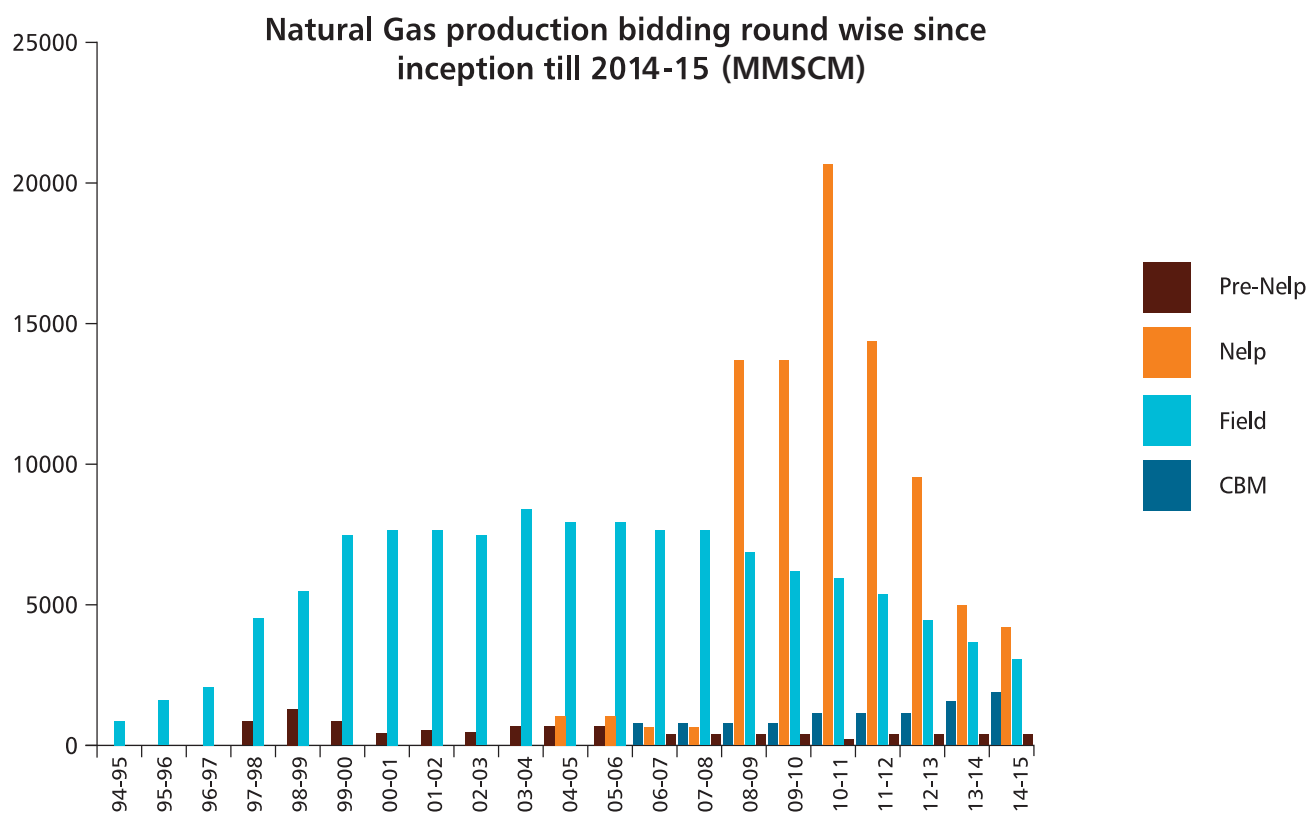
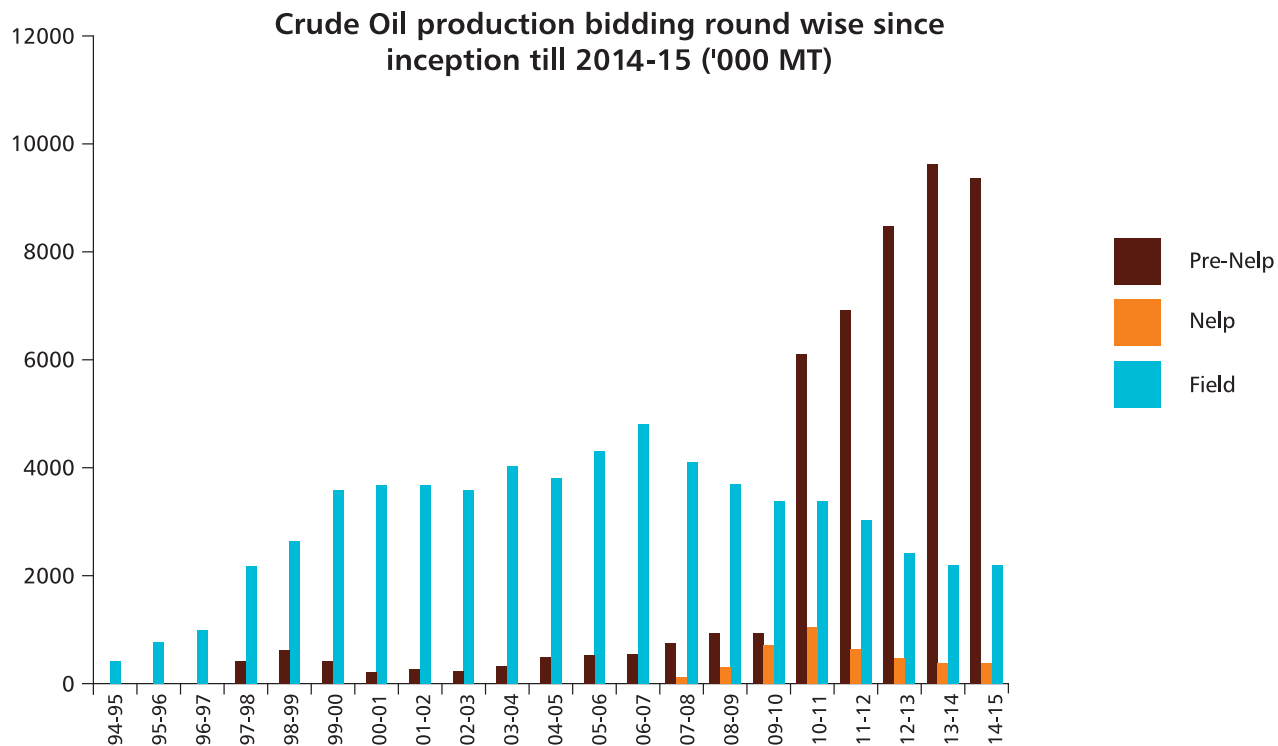


**Cumulative Crude Oil production since inception
till 2014-15 ('000 MT)**



**Cumulative Natural Gas production since inception
till 2014-15 (MMSCM)**







5.3 Hydrocarbon Discoveries

Table 5.6 : Basin wise discoveries- Under various regimes as on 31.03.2015

Basin	ONGC (Nomination regime)			OIL (Nomination regime)			PSC Regime			Grand Total	
	Oil	Gas	Total	Oil	Gas	Total	Oil	Gas	Total	Oil	Gas
Andaman-Nicobar	0	1	1	0	0	0	0	1	1	0	2
Assam Arakan	43	17	60	94	12	106	0	7	7	137	36
Cambay	188	13	201	0	0	0	58	12	70	246	25
Cauvery	24	10	34	0	0	0	3	7	10	27	17
Cauvery-Palar	0		0	0	0	0	0	0		0	0
Kutch	2	8	10	0	0	0	0	5	5	2	13
Krishna Godavari	28	59	87	0	0	0	15	52	67	43	111
Mahanadi	0	0	0	0	0	0	0	4	4	0	4
Mumbai	71	27	98	0	0	0	1	2	3	72	29
North East Coast	0	0	0	0	0	0	0	9	9	0	9
Rajasthan	0	11	11	0	0	0	34	8	42	34	19
Satpura-S.Rewa-Damodar							0	1	1	0	1
Saurashtra	0	0	0	0	0	0	0	0	0	0	0
Vindhyan	0	2	2	0	0	0	0	0	0	0	2
Total	356	148	504	94	12	106	111	108	219	561	268

* Discoveries in Nomination regime is as per FY 2013-14. Discoveries in PSC regime is as per FY 2014-15

Table 5.7 : Region wise discoveries- Under various regimes as on 31.03.2015

Region	Oil			Gas			Total
	Pre-NELP Exp.	Pre-NELP field	NELP	Pre-NELP Exp.	Pre-NELP field	NELP	
Deep Water	-	-	6	-	-	40	46
On Land	51	2	41	11	-	14	119
Shallow water	3	6	2	5	1	37	54
Grand Total	54	8	49	16	1	91	219

Table 5.8. : Details of Oil and Gas discoveries under Pre-NELP regime as on 31.03.2015

Sl. No.	Operator	Block	PSC Round	Oil	Gas	Total
1	BGEPIIL	Panna-Mukta	Pre-NELP Field	1		1
2	Cairn	CB-OS/2	Pre-NELP	2	3	5
3		Rawa	Pre-NELP Field	5	1	6
4		RJ-ON-90/1	Pre-NELP	33	4	37
5	ESSAR	CB-ON/3	Pre-NELP	5		5
6	Focus	GK-ON/4	Pre-NELP		1	1
7		RJ-ON/6	Pre-NELP		4	4
8	GSPC	CB-ON/2	Pre-NELP	11	1	12
9	HARDY	CY-OS-2	Pre-NELP		1	1
10	HOEC	AAP-ON-94/1	Pre-NELP		1	1
11		CB-ON/7	Pre-NELP	2		2
12	Interlink Petroleum	Baola	Pre-NELP Field	1		1
13	ONGC	CB-OS/1	Pre-NELP	1		1
14	RIL	SR-OS-94/1	Pre-NELP		1	1
15	Selan Exploration Technology Ltd.	Karjisan	Pre-NELP Field	1		1
Pre-NELP Total				62	17	79





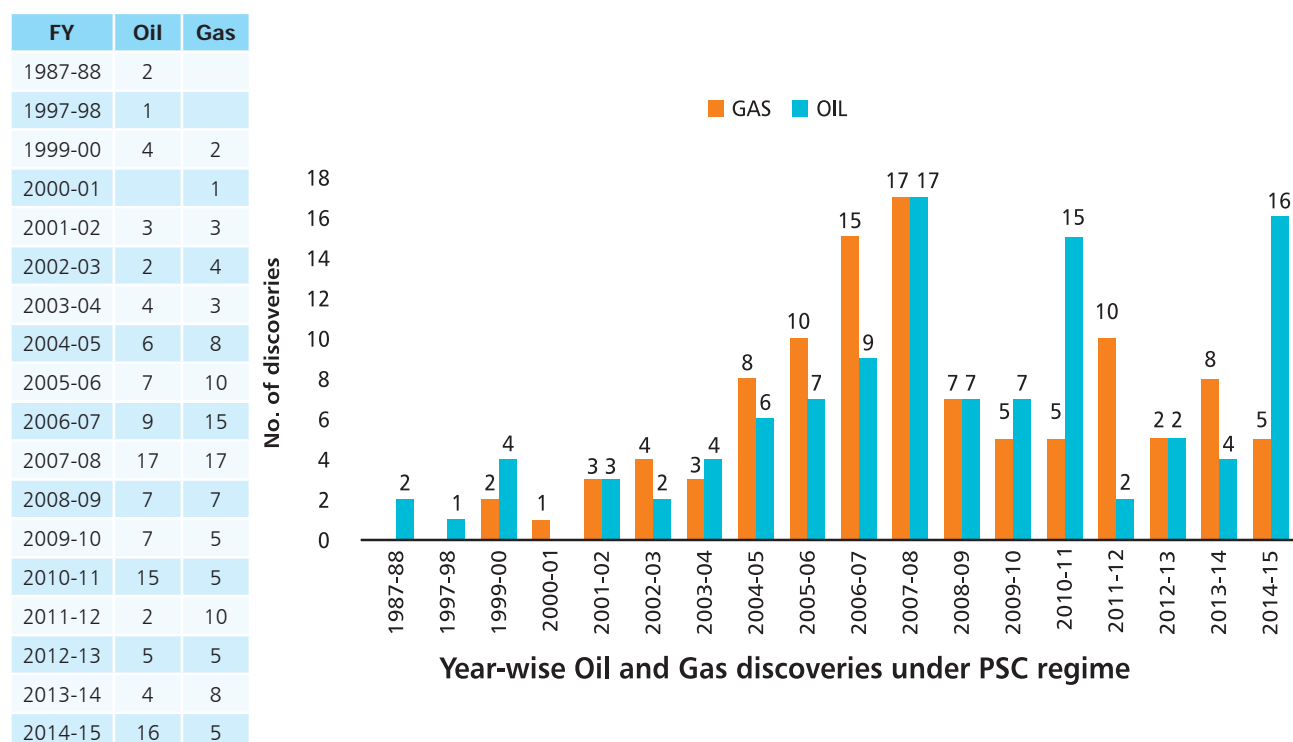
Table 5.9.: Details of Oil and Gas discoveries under NELP regime as on 31.03.2015

Sl. No.	Operator	Block	PSC Round	Oil	Gas	Total
1	Focus	CB-OSN-2004/1	NELP-VI		1	1
2	GSPC	CB-ONN-2000/1	NELP-II	4		4
3		CB-ONN-2002/3	NELP-IV	8		8
4		CB-ONN-2003/2	NELP-V	2	1	3
5		KG-OSN-2001/3	NELP-III		9	9
6		Jay polychem(India) Pvt. Ltd.	CB-ONN-2009/8	NELP-VIII	1	
7	JOGPL	AA-ONN-2002/1	NELP-IV		3	3
8		CB-ONN-2002/2	NELP-IV	2		2
9		CY-ONN-2002/1	NELP-IV		1	1
10	NAFTO GAZ	CB-ONN-2004/5	NELP-VI	1		1
11	NIKO	CB-ONN-2000/2	NELP-II		2	2
12	OIL	KG-ONN-2004/1	NELP-VI		1	1
13		RJ-ONN-2004/2	NELP-VI	1		1
14	ONGC	AA-ONN-2001/1	NELP-III		2	2
15		AA-ONN-2001/2	NELP-III		1	1
16		AN-DWN-2002/1	NELP-IV		1	1
17		CB-ONN-2001/1	NELP-III	1		1
18		CB-ONN-2002/1	NELP-IV	1		1
19		CB-ONN-2004/1	NELP-VI	1		1
20		CB-ONN-2004/2	NELP-VI	5		5
21		CB-ONN-2004/3	NELP-VI		1	1
22		CB-ONN-2005/4	NELP-VII	1		1
23		CB-OSN-2003/1	NELP-V		3	3
24		CY-ONN-2002/2	NELP-IV	2	1	3
25		CY-ONN-2004/2	NELP-VI	1	1	2
26		GK-OSN-2009/1	NELP-VIII		1	1
27		GK-OSN-2009/2	NELP-VII		1	1
28		GS-OSN-2004/1	NELP-VI		1	1
29		KG-DWN-2005/1	NELP-VII		1	1
30		KG-DWN-98/2	NELP-I	4	8	12
31		KG-ONN-2003/1	NELP-V	2		2
32		KG-OSN-2004/1	NELP-VI		5	5
33		MB-OSN-2005/1	NELP-VII		2	2
34		MN-DWN-98/3	NELP-I		2	2
35		MN-OSN-2000/2	NELP-II		2	2
36		NEC-DWN-2002/2	NELP-IV		1	1
37	RIL	CB-ONN-2003/1	NELP-V	8		8
38		CY-DWN-2001/2	NELP-III		2	2
39		CY-PR-DWN-2001/3	NELP-III		1	1
40		GS-OSN-2000/1	NELP-II		1	1
41		KG-DWN-2001/1	NELP-III		1	1
42		KG-DWN-2003/1	NELP-V		4	4
43		KG-DWN-98/1	NELP-I	1		1
44		KG-DWN-98/3	NELP-I	1	19	20
45		KG-OSN-2001/1	NELP-III		3	3
46		KG-OSN-2001/2	NELP-III	2		2
47		NEC-OSN-97/2	NELP-I		8	8
NELP Total				49	91	140





Table 5.10. : Year-wise Oil and Gas discoveries under PSC regime



5.4. Geoscientific Studies carried out by DGH

Table 5.11: Summary of Geoscientific studies carried out by DGH

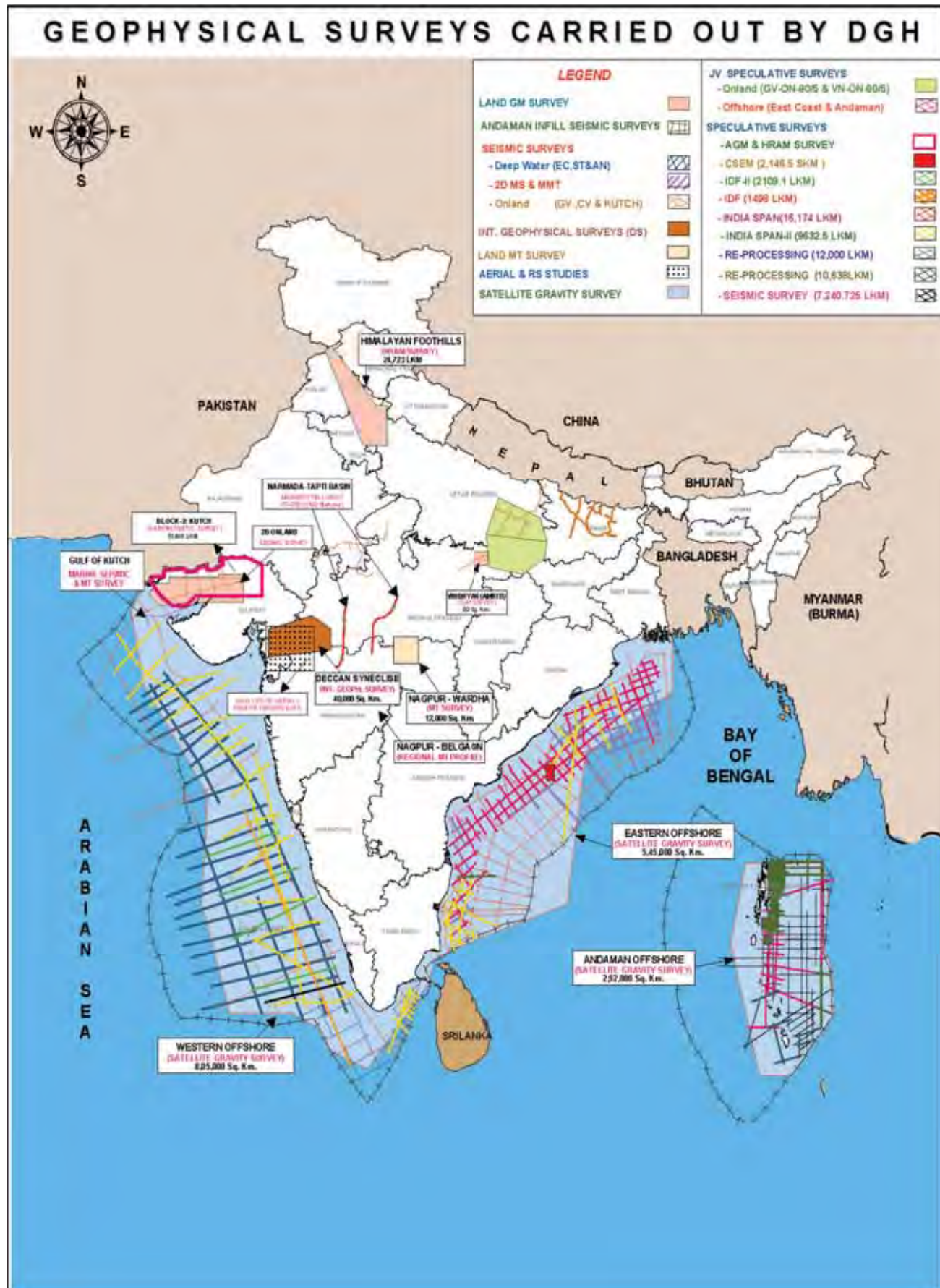
Sl. No.	Area/Block	Survey Type	Area	Achievement (API)	Year	Agreement/ MoU signed with
I. RECONNAISSANCE SURVEYS						
1	Western & Eastern Offshore	Satellite Gravity	Offshore	1.642 Million Sq. Km.	1995-98	Petroscan, Sweden
2	Kutch Offshore & Onland	Aero-Magnetic	Onland	23,730 LKM	1995-96	NRSA, Hyderabad
3	Nagpur-Wardha-Belgaum	MT	Onland	352 Stations	1996-98	NGRI, Hyderabad
4	Himalayan Foreland	Aero-Magnetic	Onland	11,958 LKM	2003-05	NRSA, Hyderabad
5	Punjab and Foot Hills of Himalayas	Aero-Magnetic	Onland	12,765 LKM	2005-06	NRSA, Hyderabad
II. JOINT VENTURE SPECULATIVE SURVEYS						
OFFSHORE						
6	East Coast	2D seismic & GM	Offshore	7428.685 LKM & RI of 4625 LKM of old data	1996-97	Western Geophysical, USA
7	Andaman-Nicobar	2D seismic & GM	Offshore	3606.375 LKM & RI of 695 LKM of old data	1996-97	Western Geophysical, USA
ONLAND						
8	Ganga Valley (GV-ON-90/5)	2D seismic	Onland	634 GLK	1997-98	Alpha Geo, Hyderabad
9	Vindhyas (VN-ON-90/5)	2D seismic	Onland	566 GLK	1997-98	Alpha Geo, Hyderabad

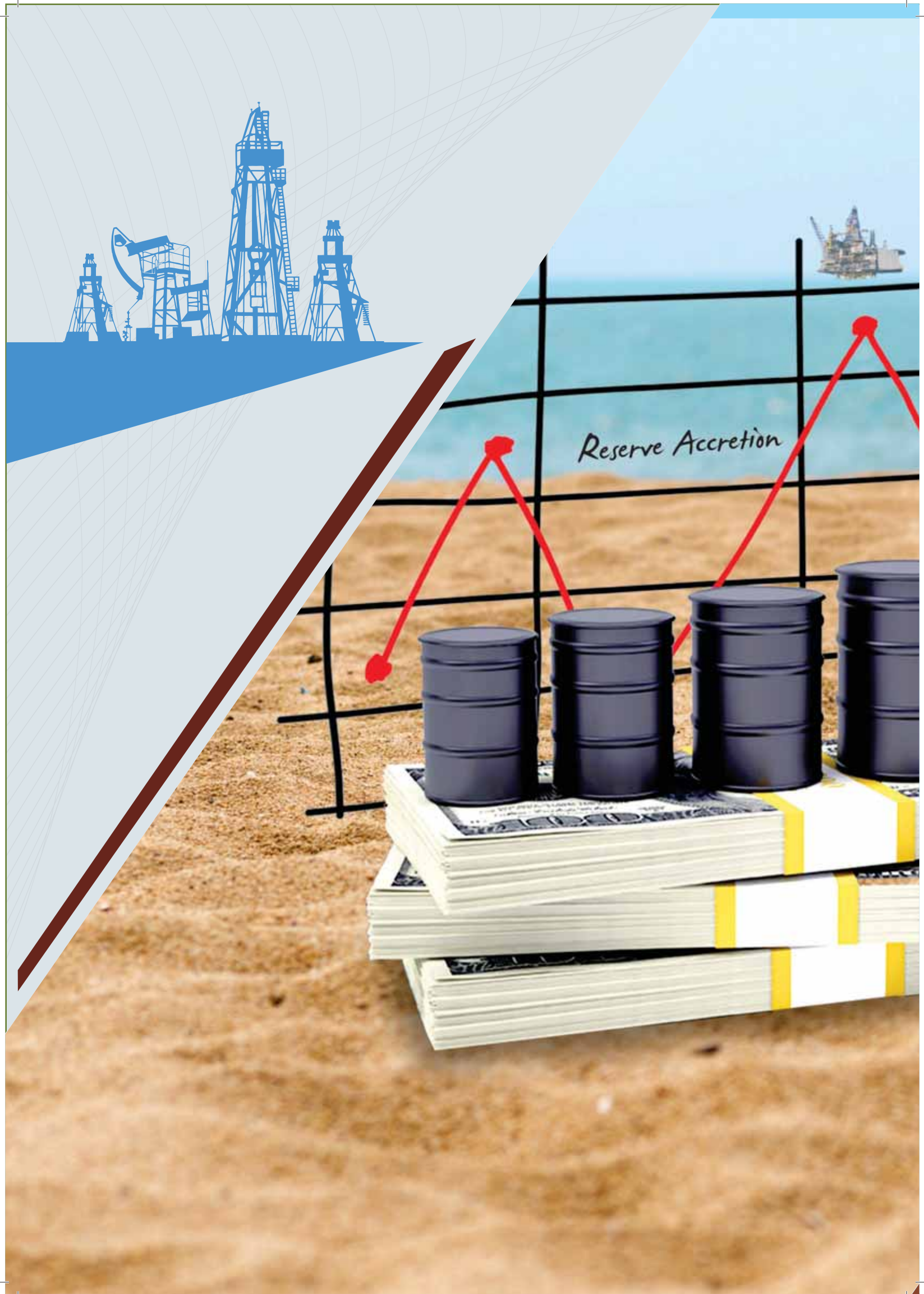


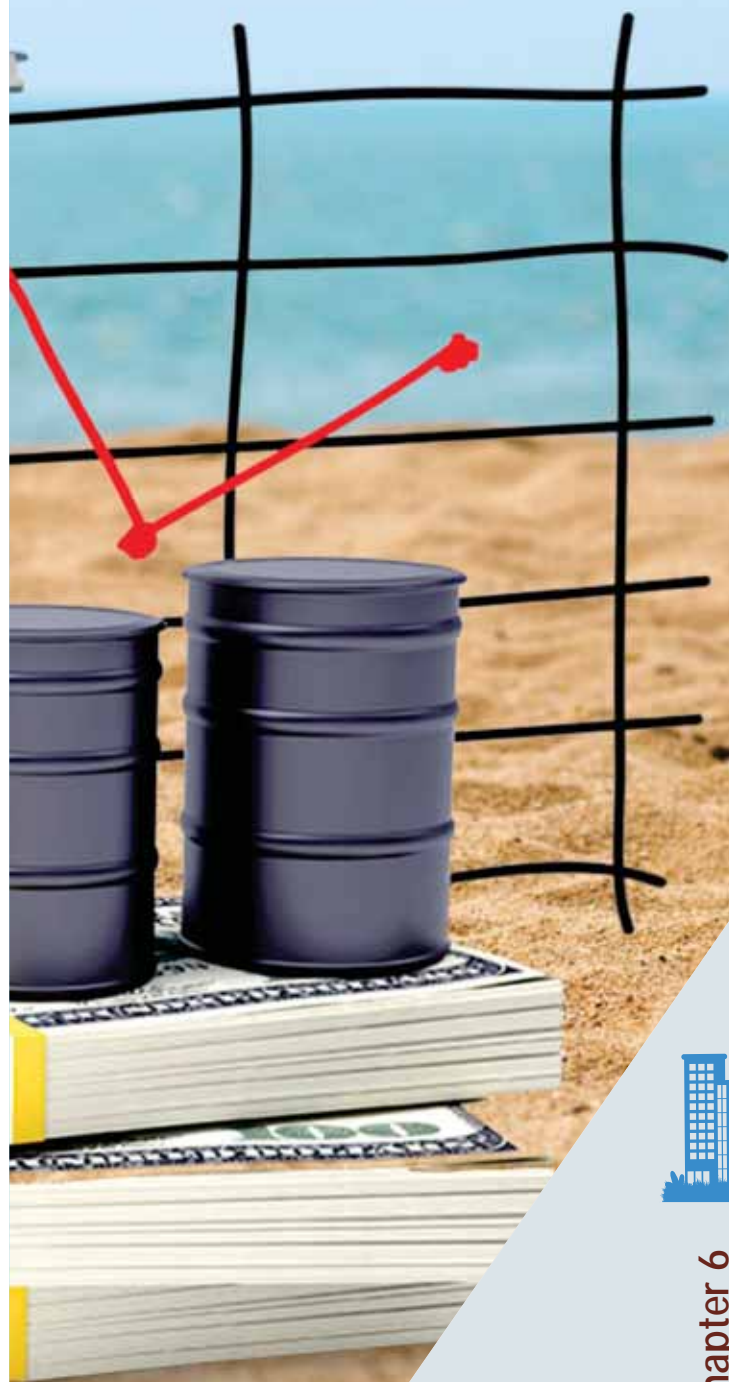


III. SPECULATIVE SURVEYS						
10	Western & Eastern Offshore	2D seismic	Offshore	16,174 LKM	2005-07	GXT, USA
11	Western Offshore	2D seismic (Reprocessing)	Offshore	Reprocessing (12,000 LKM)	2007-08	GGS Spectrum, Norway
12	Andaman Offshore	2D seismic	Offshore	7240.725 LKM	2007-09	PGS, Singapore
13	Eastern Offshore	CSEM	Offshore	2146.5 sq. km.	2007-08	EMGS, Norway
14	Western Offshore	2D seismic	Offshore	1498.35 LKM	2009-10	Fugro Data Services, Switzerland
15	Western Offshore	2D seismic	Offshore	2109.113 LKM	2009-10	Fugro Multiclient Services Pty Ltd Australia
16	West and East coast	2D seismic	Offshore	9632.5 LKM	2008-10	GXT, USA
17	Andaman Islands of India	2D seismic (Reprocessing)	Offshore	Reprocessing (10,638 LKM)	2009-10	Spectrum Geo Ltd., UK
18	Kutch	Airborne HRAM Airborne GM	Onland Onland	55,668.3 LKM 13,994.64 LKM	2007-09 2009-10	Mcphar, Canada Mcphar, Canada
IV. SEISMIC SURVEYS						
OFFSHORE						
19	Andaman Infill	2D Seismic	Offshore	1484.75 LKM	1999	Western Geophysical, USA
20	Southern Tip (ST)	2D Seismic	Offshore	2835.925 LKM	2001-02	Large, Russia
21	East Coast (EC)	2D Seismic	Offshore	4319.45 LKM	2001-02	Large, Russia
22	Andaman-Nicobar (AN)	2D Seismic	Offshore	4307.275 LKM	2001-02	Large, Russia
23	West Coast (WC)	2D Seismic	Offshore	12,000.65 LKM	2002-03	Large, Russia
ONLAND						
24	Ganga Valley (GV)	2D Seismic	Onland	1135.05 LKM	2002-03	Alpha Geo, Hyderabad
25	Chambal Valley (CV)	2D Seismic	Onland	805.00 GLK	2003-04	Alpha Geo, Hyderabad
26	Kutch	2D Seismic (Acq.)	Onland	690.6 GLK	2006-09	NGRI, Hyderabad
27	Kutch	2D Seismic (P&I)	Onland	690.6 GLK	2010-12	GEOPIG, ONGC, Dehradun
V. INTEGRATED GEOPHYSICAL SURVEYS						
28	Deccan Syncline (DS) Narmada-Tapti Area	Gravity, MT, DRS, 2D seismic	Onland	6000 Stations, 600 & 50 stations, 700 LKM	2003-04	NGRI, Hyderabad
VI. GRAVITY -MAGNETIC SURVEYS & OTHER GEOPHYSICAL SURVEYS						
29	Vindhyan (Amriti)	GM	Onland	303 Stations (80 sq.km.)	2003-04	NGRI, Hyderabad
30	Gulf of Kutch	MS & MMT	Offshore	133.984 LKM & 13Stn.	2006-08	NGRI
31	Central India	Land MT	Onland	102 Stations	2006-09	NGRI
32	Narmada-Cambay Deccan Syncline	Analysis of Aerial Images/ Remote sensing data	Onland	302,500 sq. km	2006-08	NGRI









Chapter 6 Petroleum Resource and Reserves

