



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

(E-Tender Notice)

INVITATION TO BID–National Competitive Bid (Open E-Tender under Two Bid System)

Directorate General of Hydrocarbons, Noida invites Competitive Bids for “**EMPANELMENT OF LAW FIRMS**”, under two bid system (Techno-commercial bid and price bid).

The detailed e-tender document for the above is available at DGH’s website www.dghindia.gov.in and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.

Bids shall be submitted by **22.11.2021(within 1400 hrs, IST)**

E-Tender No.	Description of Item
MM-14/4/2021-DGH/C5571/ENQ/207	EMPANELMENT OF LAW FIRMS FOR A PERIOD OF THREE (3) YEARS for DGH, Noida

Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/ Technical Specifications etc. in particular before bidding.

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

E-TENDER NO: MM-14/4/2021-DGH/C5571/ENQ/207

TENDER DOCUMENT

FOR

**Empanelment of Law Firms for a period of three (3) Years
for DGH, Noida**



DIRECTORATE GENERAL OF HYDROCARBONS

(Ministry of Petroleum & Natural Gas, Government of India)

Phone No: (+91)-120-2472000	Office of: DG, DGH
Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, NOIDA-201301, INDIA
	Email: mm@dghindia.gov.in

To,
PROSPECTIVE BIDDERS

Sub E-Tender for Empanelment of Law Firms for a Period of three (3) years on Open National Competitive Bidding Basis

Dear Sir,

1.0 Open National Competitive Basis tender under two bid system are invited in e-form from prospective Bidders through CPP e-bidding portal at <https://eprocure.gov.in/eprocure/app> for the above said service/work/supply/job, as per **Annexure-III** at DGH, Noida at OIDB Bhawan. The salient features of the tender are:

1	E-Tender No.	MM-14/4/2021-DGH/C5571/ENQ/207
2	Brief Description of the Services / Scope of Supply	Empanelment of Law Firms for a Period of three (3) years
3	Type of Bid	Open National E-Tender under two Bid System (Techno-commercial Bid & Price Bid)
4	E-Bid and Original documents submission closing Date & Time	22/11/2021 at 1400 hrs. (IST)
5	Place of Submission of original documents	Tender Box at Gr. Floor, Directorate General of Hydrocarbons (DGH), OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.
6	Bid Opening Time, Date & Place	Techno-commercial bid: 1500 Hrs. (IST) on the next date of Bid Closing date and at the same address as above. Price bid: Opening time and date shall be intimated to technically qualified bidders.
7	Bid validity	120 days from bid closing date.
8	Bid Bond/ Earnest Money Deposit Amount (original Bid Bond to be enclosed with Techno-commercial Bid only).	Not Applicable
9	Performance Guarantee to be submitted only by the Successful Bidder	Not Applicable
10	Eligibility Criteria	As per Annexure-II of Tender document.

- 2.0** Complete bid document can be downloaded from DGH's web site www.dghindia.gov.in and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/>. The prospective bidders can participate in the tender by downloading the tender document from the aforementioned website, and submit their bid online only at GOI e-bidding portal <https://eprocure.gov.in/eprocure/app> with required documents confirming the eligibility criteria, along with the other documents as stated in the e-tender document, before tender closing date and time. No physical bids will be accepted.
- 3.0** 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.
- 4.0** Bidders must submit their bid online at Government of India's Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.
- 5.0** Bidders are requested to go through the complete bid documents and the eligibility criteria under the Bid Rejection Criteria, Scope of work/supply etc. in particular before bid submission.
- 6.0** Two Bid system is being followed in this tender. Bidders should take due care to submit their bids in accordance with the requirement and as per the instructions given in the tender document(s). Instructions to bidders regarding "Submission of bid" are described at Annexure-I of bid document.
- List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix 7 of Annexure-I of Bid document.
- 7.0** Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids. Prices should be quoted strictly as per Price Bid Format given.
- 8.0** DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 9.0** DGH expects the bidders to comply with the tender specifications, terms & conditions of the tender and submit their bid accordingly without any exceptions /deviations. Conditional bids indicating exceptions/ deviations to the tender clauses shall be rejected summarily.
- 10.0** Other details and terms/conditions are as per the following **Annexure I-VI**.

You are invited to submit your e-bid against the above tender.

Thanking you,

HoD (MM)
For Directorate General of Hydrocarbons

Encl: As above

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER: - (Please refer to “Technical & Commercial Rejection Criteria of Bid Evaluation Criteria under **Annexure-II**).

2.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

3.0 COST OF BIDDING

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and DGH will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

B. THE BIDDING DOCUMENT

4.0 CONTENT OF BIDDING DOCUMENTS

4.1 The services/scope of supply required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE-I : Instructions to Bidders with following Appendices.

Appendix 1: Bid submission proforma.

Appendix 2: Proforma of Authorization Letter for Attending Tender Opening.

Appendix 3: Proforma Certificate on relatives of DG/Directors of DGH

Appendix 4: Proforma for Changes/Modifications Sought by Bidders.

Appendix 5: Undertaking/Declaration (To be submitted at Company’s letter head)

Appendix 6: Details of team members (Proposed to be engaged by the Law Firm during Empanelment period)

Appendix 7: List of documents to be uploaded/submitted along with techno-commercial bid

ANNEXURE-II: Bid Rejection/Evaluation Criteria

ANNEXURE-III: Scope of Work, Terms & Conditions

ANNEXURE-IV: Price Format/Price Schedule

ANNEXURE-V: E-Bidding Instructions to Bidders

ANNEXURE-VI: Integrity Pact

4.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

5.0 CLARIFICATION ON BID DOCUMENT

A bidder requiring any clarification of Bid Document should notify DGH in writing at the address provided in the forwarding letter or through mail (to mm@dghindia.gov.in). Clarifications, if any, shall in no case be sought later than **7 days prior** to the deadline prescribed herein for the submission of Bids. However, DGH may at its discretion provide clarifications on any relevant or crucial issue regarding the bid document and such clarifications shall not automatically cause any extensions of prescribed dates unless otherwise notified by DGH in writing within the original prescribed dates. In case no such extension of time is notified by DGH in writing then the original prescribed dates shall deem to apply.

6.0 AMENDMENT OF BID DOCUMENT

6.1 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.

6.2 The Addendum will be hoisted on DGH's website and Gol's Public Procurement Portal only and all bidders are advised to visit aforesaid websites till the bid submission date to update themselves about modifications to the Bid documents, if any, in order to submit their offer accordingly.

6.3 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.

C. PREPARATION OF BIDS

7.0 SUBMISSION OF BID

7.1 The bidders shall submit the bids electronically and sign digitally.

7.2 Tenders are invited online through Single stage and two envelope or bid systems. The first electronic envelope/bid is techno-commercial bid envelope and second electronic envelope is financial bid envelope.

7.3 The bidder shall submit Techno-Commercial & Financial bids simultaneously.

Note: Techno-Commercial bid will be evaluated first and thereafter financial bids of qualified bidders only shall be opened.

7.3.1 The techno-commercial bid electronic envelope will contain the follows:

- a. Scanned copy of the Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

- b. Tender document (without indicating price in Price format/Price schedule/ BOM/ BOQ) and corrigendum/addendum, if any.
- c. Duly signed and scanned copies of required documents as mentioned at Appendix-7.
- d. Duly signed Integrity Pact

All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) of the bidder.

7.3.2 The Financial bid electronic envelope will contain: Scheduled of Rate/Price Schedule.

Note: Detailed instructions regarding online bid submission are available in Annexure-VI of Tender Document as “E-Tendering instructions to the bidders”.

7.4 Bidder shall submit the following original documents offline to HOD (MM) at Directorate General of Hydrocarbons office in Noida, on or before the date and time of closing of bids specified in NIT, in a properly sealed envelope:

- i) Power of Attorney for authorized signatory of the bid, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- ii) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, Physical documents against e- Tender No. _____, name of work and the phrase “Do Not Open Before (Due date & time of opening of tender)”

Note: The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. DGH shall not be responsible if the envelope is lost/ delivered elsewhere or late.

7.5 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. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. However, the said translations should be certified by some official translator.

7.6 Bids shall be submitted in the prescribed bid proforma as per Appendices-1 to 7 of Annexure-I & Price schedule at Annexure-IV. The prescribed proforma at Appendices of Annexure-I, duly filled in and signed should be uploaded intact.

7.7 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number, and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

7.8 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

7.9 The Bidders are advised in their own interest to ensure that all the documents mentioned at Appendix-7 should be uploaded with their techno-commercial bid failing which the offer is liable to be rejected.

7.10 The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and Annexures / Appendices. It shall be complete and free from ambiguity, change or interlineations.

7.11 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

7.12 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.

7.13 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.

7.14 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid.

8.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

8.1 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.

8.2 Prevailing Government guidelines regarding Tender Fee /Bid Security /Performance Security / Purchase or Price Preference shall be applicable, provided the bidder submits necessary evidence for eligibility, along with the bid.

9.0 BID PRICES

9.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable).

9.2 Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

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

9.4 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation

purpose. However, in the event of such an offer, without considering discount, is found to be lowest, DGH shall avail such discount at the time of award of contract.

9.5 Concessions permissible under statutes:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies. DGH will not take responsibility towards this. However, DGH may provide necessary assistance, wherever possible, in this regard.

9.5.1 Bidders may take note there would be NO customs duty exemption available for business tendered with DGH.

9.6 Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

9.7 GST Liability:

9.7.1 The bidder will have to bear all GST liability, as applicable except in case of services provided by Goods Transport Agency (GTA) and Services provided by a service provider from outside India not having a fixed establishment or permanent address in India as prescribed under GST Law (amended from time to time)

9.7.2 The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the classification of the respective service (as per GST law) under which the GST is payable.

9.7.3 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 GST as applicable for the taxable services.

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

9.7.5 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 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.

9.7.6 The service provider should have a valid registration with the concerned authorities of GST 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 GSTIN certificate along with the first invoice under the contract.

9.7.7 GST on contracts for transportation of goods by road in a goods carriage (Applicable for Goods Transport where the contract is for transportation / logistics and not the service/ turnkey contracts where transportation is a part):

In this case, since the liability to pay GST is on DGH as receiver of service, the Bidder shall not include GST in the quoted prices.

9.7.8 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.

10.0 PAYMENT TERMS: As mentioned in Annexure III.

11.0 MODE OF PAYMENT

In all cases, DGH shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars along with 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, along with a cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act.
7. GST Registration Number (wherever 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.

12.0 VAGUE AND INDEFINITE EXPRESSIONS

12.1 Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The Bid shall be valid for **120 days** after the date of bid opening for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the DGH may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

14.0 TELEFAX/e-MAIL/XEROX/PHOTOCOPY BIDS AND THE BIDS CONTAINING SCANNED SIGNATURE:

14.1 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.

e. SUBMISSION AND OPENING OF BIDS

15.0 SEALING AND MARKING OF BIDS.

15.1 Offers are to be submitted in electronically. The first electronic cover/envelope 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 Price bid.** The second sealed electronic cover/envelope will contain only the price schedule duly filled in and digitally signed.

Physical documents as mentioned in the bid document must reach DGH office before bid closing date and time.

15.2 DGH reserves the right to ignore any offer which fails to comply with the above instructions.

15.3 DGH will not be held responsible for any loss or late received of e-bid due to server problem and others.

15.4 DGH will not be held responsible for the loss of or for the delay in postal transit.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.1 The e-bid must be received by the DGH electronically not later than **1400 Hrs (IST)** on the notified date of closing of the tender. Required original documents, as mentioned at 7.4 of Annexure-I, must be reached before the tender closing date and hours at the following address:

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

Original documents 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. **Original documents received by post without proper superscription of Physical Documents against Tender number _____, Bid Closing Date and other details on the outer envelope will be opened in DGH office as ordinary mail and may not be considered.**

17.0 LATE BIDS

17.1 Bidders are advised in their own interest to ensure that e-bid and required physical documents against tender must reach the specified office well before the closing date and time of the bid.

17.2 Physical documents received after closing date and time of the bid, will be rejected and returned unopened.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 No e-bid may be modified after the deadline for submission of bids.

19.0 OPENING OF BIDS

19.1 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 in the form annexed at **Appendix- 2** hereto 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.

19.2 Price Bids of the technically qualified Bidders will be opened on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.

19.3 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.

f. EVALUATION OF BIDS

20.0 EVALUATION AND COMPARISON OF BIDS

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

21.0 UNSOLICITED POST TENDER MODIFICATIONS

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

22.0 EXAMINATION OF BID

22.1 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.

22.2 **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.**

23.0 SPECIFICATIONS

23.1 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.

24.0 PURCHASE PREFERENCE

24.1 Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

24.2 Purchase preference policy-linked with Local Content (PP-LC) notified vide letter No O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG and Public Procurement (Preference to Make in India) order 2017 notified vide letter No 33(1)/2017/IPHW dated: 14.09.2017 of Ministry of Electronics & Information Technology

and subsequent relevant order/s shall be applicable in this tender. Bidders seeking benefits under Purchase Preference Policy shall have to submit all undertakings/documents applicable to this policy.

24.3 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy, and this option once exercised cannot be modified subsequently.

24.4 Bidders seeking Purchase preference (linked with local content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC).

g. AWARD OF CONTRACT

25.0 AWARD CRITERIA

DGH will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

26.1 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.

27.0 NOTIFICATION OF AWARD (NOA)

27.1 Prior to the expiration of the period of bid validity, DGH will notify the successful bidder in writing that its bid has been accepted.

27.2 The successful bidder must provide their acceptance to notification for empanelment within 72 hours from notification.

27.3 The notification of award will constitute the formation of the contract for empanelment.

BID SUBMISSION PROFORMA

Tender No.: MM-14/4/2021-DGH/C5571/ENQ/207 Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .
OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301.

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 for the period as per the Forwarding letter or till **120 days from the date of closing of bid.**
2. I/We hereby confirm that the quoted prices will remain firm for the entire contract duration.
3. I/We have understood and complied with the "Instructions to Bidders" at **Annexure-I**, "Bid Evaluation Criteria" at **Annexure-II**, and have thoroughly examined and complied with the "Scope of Work , Terms and Conditions" and "Schedule of Rates" etc. at **Annexure-III & IV**, hereto and am/are fully aware of the nature of the service/work/job required and my/our offer is to provide services strictly in accordance with the requirements.
4. I/We have signed the Integrity Pact with the bid for necessary compliances.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

Signature of witness:

Address:

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No.

Date.....

To,

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

Subject : **Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at, on my/our behalf.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

Copy to: Mr. for information and for production before the HoD (MM) at the time of opening of bids.

PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTOR OF DGH

This has reference to our proposed contract regarding to be entered into with Directorate General of Hydrocarbons (DGH).

We certify that to the best of my/our knowledge:

- (i) I am not a relative of any DG / Director of DGH;
- (ii) We are not a firm in which a DG / Director of DGH or his relative is a partner;
- (iii) I am not a partner in a firm in which a DG / Director of DGH or his relative is a partner;
- (iv) We are not a private company in which a DG / Director of DGH is a Member or Director;
- (v) We are not a company in which DG / Directors of DGH hold more than 2 % of the paid-up share capital of our company or vice-versa.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS

Note: If left blank, it will be construed that bidder has **not taken** any exceptions/ deviations to the terms and conditions of the bid document.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.

Undertakings / Declaration (To be submitted at Company's letter head)

Tender No.: MM-14/4/2021-DGH/C5571/ENQ/207 for Empanelment of law firms for a period of three (3) years for DGH, Noida

1. We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.
2. We hereby undertake that all the documents/ certificates / information submitted by us against the tender are genuine.
3. In the event of empanelment , we hereby agree to keep confidential (i) any data/ information related to the Transaction which is not in public domain and which may have a material effect on the Transaction, and (ii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DGH (and /or it's external consultants and/or Seller). Further, none of the foregoing matters will be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, DGH or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of DGH.
4. We hereby declare and accept that if we modify /withdraw our Bid during the period of validity, or if we fail to provide our acceptance to notification for empanelment within 72 hours from notification, or for any other non-performance during tenure of empanelment, we will be suspended permanently or for a period to be decided from being eligible to submit our bids for any future contracts with DGH/MoPNG.

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

DETAILS OF TEAM MEMBERS (Proposed to be engaged by the Law Firm during Empanelment period)

Sl. No.		Name	Qualification	No. of years of experience in (a) oil and gas industry (b) International Commercial arbitration
1	Team leader (Partner)			
2	Associate team member			

** Self-Certified copies of CV/ Experience certificate/ Proof of appearance or any other relevant document needs to be submitted in support of Qualification/Work experience of Team Members. (Please refer Para B.1, 2(v) of Annexure II)*

Signature of the Bidder: _____

Name: _____

Designation: _____

Seal of the Bidder:

Dated:

LIST OF THE DOCUMENTS TO BE UPLOADED/SUBMITTED ALONG WITH TECHNICAL-COMMERCIAL BID

A. List of Documents to be uploaded in Techno-commercial electronic envelope:

The bidder shall upload the following digitally signed documents along with techno-commercial bid. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Duly signed and scanned copy of Certificates/documents in accordance with Bid Rejection/Evaluation Criteria at Annexure-II of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly filled, signed, and scanned copy of required Appendices (Appendix-1, 2, 3, 4, 5 &6) at Annexure-I.
4. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of DGH only.

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

5. Integrity Pact along with the bid, duly signed by the same signatory who signs the bids.

B. List of Document(s) to be submitted offline in original:

Power of attorney (Sr. No. 4 above) is to be submitted offline in original before tender closing date and time.

BID REJECTION/EVALUATION CRITERIA

A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS

Bidders are advised not to take any exception/deviations to the bid document. 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

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 work 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: -

(i) Average annual turnover of the firm in last three Financial Years ending March 31st, 2021 (2018-19, 2019-20, 2020-21) should be at least INR 50 Crores.

** For Proof of Annual Turnover any of the following documents /photocopy must be furnished:*

A. *Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.*

B. *Audited Balance Sheet and Profit & Loss account*

(ii) Should be an Indian entity (law firm) providing legal advisory services, consistent with the requirements under the Bar Council of India.

** Any of the following documents must be furnished in support of above:*

A. *In case of Sole Proprietor, a copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association.*

B. *In case of Partnership, duly signed and notarized copy of the partnership deed.*

C. *In case of LLP/Company, copy of Incorporation certificate issued by Registrar of Companies.*

(iii) Must be a registered entity in India having office /branch in Delhi /NCR for last two years (at least) as on the Bid closing date.

** Copy of the certificate issued by Registrar of Companies OR the Registration Certificate issued by Bar Council OR Lease Deed/Utility Bill etc. may be furnished as documentary evidence.*

(iv) Should have advised or appeared in the courts for or on behalf of Central /State Govt Organization/PSUs directly on the issues related to Oil & Gas Sector during the last five years as on Bid closing date.

** Certificate/ Copy of the engagement letter / Work Order /Copy of order of the Court/ Tribunal reflecting name of the Bidder to that effect needs to be submitted as documentary evidence.*

(v) Qualification and Experience of the Team members:

	Qualification	Work Experience
Partner	LLM / LLB	Minimum 15 years of experience in a). Oil & Gas Sector & b). International commercial arbitration
Associate	LLM / LLB	Minimum 5 years of experience in a). Oil & Gas Sector & b). International commercial arbitration. Should be working with the bidding law firm for at least last one year as on Bid Closing date.

** The details of the partner and Associate must be provided as per format prescribed in Appendix 6 to Annexure-I.*

** Self-Certified copies of CV/ Experience certificate/ Proof of appearance or any other relevant document needs to be submitted in support of Qualification/Work experience of Team Members.*

(vi) Bidders should not be associated directly or indirectly with rival contractor/agency or any person/entity against MoPNG in disputes during the last 5 (five) years as on the Bid closing date.

**An undertaking in Company's Letter head must be provided by the bidder confirming the above.*

B.2 COMMERCIAL REJECTION CRITERIA

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

1.0 Bid should be submitted in Two Bid system in two separate electronic envelopes. The Techno Commercial bid shall contain all details but with the price column of the price bid format 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 techno-commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of Scope of Work and other terms and conditions at **Annexure-III** and Instruction to Bidders at **Annexure-I** by attaching digitally signed tender document.

3.0 Offers of following kinds will be rejected:

a) Offers which do not confirm unconditional validity of **120 Days** of the bid as indicated in the "Invitation to Bid".

- b) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- c) Offers which do not confirm to DGH's price bid format.
- d) Offers which do not confirm to the contract period indicated in the bid.
- e) The offers indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straight away rejected.
- f) Offers not accompanied by copy of PAN Card will be rejected.
- g) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debaring them from carrying on business dealings with DGH.
- h) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/ certificates / information submitted by them against the tender are genuine.
- i) Non submission of Integrity pact along with the bid, duly signed by the same signatory who signs the bid even after giving an opportunity after opening of techno-commercial bids.

4.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

C. Price Evaluation Criteria

- (i) DGH intends to empanel 04 law firms (or as per the qualified bids received whichever is lower)
- (ii) The bidders shall quote the "Blended rate" per hour for a Partner and Associate as per Price format.
- (iii) On evaluation of the unpriced bids, the price bids of the techno-commercially acceptable bidders shall be opened. Price Bids will be evaluated based on quoted blended man-hour rate on lowest offer basis (L1). The L2 bidder, L3 bidder and L4 bidder in the order of their original quoted rate shall be asked to match the L-1 price and whosoever matches L-1 price shall be considered for engagement/empanelment at the L-1 rate for a period of 3 years.
- (iv) In case the L2/L3/L4 bidder denies matching L-1 price, the next Lowermost bidder (L5) in the order of their original quoted rate shall be asked to match the L-1 rate. Accordingly, the sequential list in the order of their original quoted rate shall be maintained and 04 Law Firms with L-1 price shall be empaneled for 03 years.

General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of DGH and that the contractor may suffer summary termination of contract / disqualification in case of violation.
3. To ascertain the substantial responsiveness of the bid DGH reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by DGH, failing which the offer will summarily rejected

SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

A. SCOPE OF WORK

The scope of work for bidder shall include but not limited to the following:

- To draft and file Applications, SLPs, Appeals, Submissions, Counter Affidavits, Rejoinder, finalizing para wise comments and appearing/representing before Supreme Court, High Courts, NGT, NCLT, District Court and any other courts/tribunals/forums/Commissions where MOPNG/ DGH is one of the stakeholders/parties and provide legal opinions/consultations thereto.
- Providing Legal opinion in respect of issues corporate laws, insolvency & liquidation etc.
- Legislative drafting (policies/rules/guidelines/advisories) –efforts limited to a maximum no. of man-hours in a single assignment. Actual estimated effort to be quoted on case to case basis.
- Contract drafting etc.
- Drafting replies to RTI/ grievances etc., wherein legal issues are involved/ legal opinion is required.
- Interpretation and analysis of International and Indian laws, rules, guidelines etc. and submission of reports/recommendations thereto.
- Any other work relating to cyber domain, as may be assigned.
- Assistance in Mediation/Sole Expert/Conciliation proceedings
- In respect of domestic or international arbitrations, to prepare various pleadings/submissions for the arbitration proceeding, filing of pleadings, briefing Senior Counsels and provide legal opinions/consultations thereto, whenever required.

DGH retains the right of the final say in the interpretation of the scope of the work. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the requirements analysis phase from the way they are specified in this Tender should not be considered as deviations or extensions to the original process specifications.

B. DURATION OF EMPANELMENT:

The empanelment will be for a period of three years extendable by another six months on mutual consent at the same rate, terms, and conditions. However, engagement of a law firm may continue in a particular matter, on same rate, terms, and conditions, beyond the empaneled period, considering the importance and requirement for continuation, at the sole discretion of DGH.

C. TEAM MEMBERS:

- (i) For the purpose of rendering the Services , the law firm must establish a team of two qualified individuals from specialized areas (as mentioned under Clause B.1, Para 2.0 (v) of Annexure II of the tender) within its organization ,out of which one must be a partner and one Associate. The list of Key Personnel as provided by the bidder under Appendix 6 to Annexure -I shall form an integral part of the Contract.
- (ii) Any change to the Key personnel in the team shall have to be carried out in consultation with DGH. Such change shall be of suitable qualified persons, of equivalent or better expertise of core areas, experience & specialty and shall not absolve the consultant from its obligations and Liabilities under the contract.

The law firm shall bear all additional travel and other costs arising out of or incidental to remove or replacement of any of the key personnel(s).

- (iii) Under exceptional cases, DGH may permit the empanelled law firm to engage Key Personnel from outside its organization with prior written approvals. The empanelled law firm shall be solely and exclusively responsible to DGH for all acts of its team of individuals, affiliates, subsidiaries and members firms working on Services under the Contract.
- (iv) If DGH (i) finds that any Key Personnel(s) of the team has committed serious misconduct and/or negligence and/or has been charged with having committed a criminal action, or(ii) has reasonable cause to be dissatisfied with their performance, then the law firm shall, at DGH's written request , forthwith remove such Personnel(s) and replace with personnel(s) having qualification and experience equal to or better than those, initially involved.

D. METHODOLOGY FOR FINANCIAL EVALUATION:

- (i) DGH intends to empanel 04 law firms (or as per the qualified bids received whichever is lower)
- (ii) The bidders shall quote the "Blended rate" per hour for a partner and Associate as per Price format.
- (iii) On evaluation of the unpriced bids, the price bids of the techno-commercially acceptable bidders shall be opened. Price Bids will be evaluated based on quoted blended man-hour rate on lowest offer basis (L1). The L2 bidder, L3 bidder and L4 bidder in the order of their original quoted rate shall be asked to match the L-1 price and whosoever matches L-1 price shall be considered for engagement/empanelment at the L-1 rate for a period of 3 years.
- (iv) In case the L2/L3/L4 bidder denies matching L-1 price, the next Lowermost bidder (L5) in the order of their original quoted rate shall be asked to match the L-1 rate. Accordingly, the sequential list in the order of their original quoted rate shall be maintained and 04 Law Firms with L-1 price shall be empaneled for 03 years.

E. JOB ALLOTMENT METHODOLOGY DURING EMPANELMENT PERIOD:

- (i) Efforts shall be made to award the jobs on rotation basis. However, DGH shall reserve the right to assign the work to any empaneled legal service providers depending upon the specific domain experts and performance during the empanelment period. There will also be a regular review of performance of the empaneled firm by Legal Department, DGH.
- (ii) Legal Department, DGH will prepare a basis of estimation of effort hour in consultation with empaneled legal service providers on case-to case basis, prior to assigning a particular work to an empaneled firm.
- (iii) Prior to assigning any work to an empaneled firm(s), the Firms will be asked to confirm that they don't have any potential conflict in connection with the assignment in question.

F. FEES AND TERMS OF PAYMENT:

- (i) The payment will be limited to 2 persons for the assigned job as mentioned at clause no. C. above.
- (ii) Generally, 100% payment of fees shall be made on the completion of the assignments, for short duration of assignment (say within 4 months). However, if the period of the assignment is longer (say more than 4 months), then the law firm can submit monthly invoices subject to execution of certain activity for DGH. The decision of Executive In-charge (EIC), DGH shall be final and binding in this regard.
- (iii) Reasonable out of pocket expenses shall be reimbursed at actuals on production of documentary evidence. The decision of Executive In-charge (EIC), DGH shall be final and binding in this regard.
- (iv) For outstation visits, the payment shall be limited to 8 hours a day. Prior approval of DGH must be taken for all work-related outstation visits.

- (v) The Fees shall remain firm and fixed during the period of empanelment and shall not be subject to any escalation whatsoever. Further DGH shall not pay any extra charges for any outside professional assistance, if hired by the law firm, except in case(s) where such outside professional assistance has been obtained at the specific written request of DGH.

G. CONFIDENTIALITY

The empanelled law firm(s) must keep confidential (i) any data/ information related to the Transaction which is not in public domain and which may have a material effect on the Transaction, and (ii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DGH (and /or it's external consultants and/or Seller). Further, none of the foregoing matters must be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, DGH or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of DGH.

H. TERMINATION

The Contract may be terminated by DGH at any time by the DGH on giving 07 (seven) days written notice in the event of following:

- (i) Inordinate delay in completion of Services by the Consultant, in spite of repeated reminders or notices by DGH
- (ii) Misrepresentation and submission of false information by the Consultant.
- (iii) Working against the interest of DGH by the Consultant including its affiliates, employees, agents and advisors etc.
- (iv) Disclosure of confidential information to any third party.
- (v) The Consultant becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
- (vi) The established team of Key Personnel is changed by whatsoever reason and the Consultant fails to replace the similar suitable qualified persons of equivalent expertise, experience, and specialty to the satisfaction of DGH.

In the event of such termination, the DGH shall not be liable to pay any cost or damage to the Contractor except for payment of services availed under the Contract up to the date of termination. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

I. GENERAL

In exceptional cases/matters, based on requirement DGH shall reserve the right to separately engage any law firm outside the empaneled list. The decision of DGH shall be final and binding in this regard.

Annexure-IV

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Qty.	Unit	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	TOTAL AMOUNT (Exclusive of GST) In Rs. P	TOTAL AMOUNT (Inclusive of GST)	TOTAL AMOUNT In Words
1.01	Blended hourly rate for Partner and Associate	1	LS					
Total in Figures								
Quoted Rate in Words								

* The above quoted rates must be inclusive of applicable taxes and any other charge.

E-tendering Instructions to Bidders

General:

These are the special Instructions (for e-Tendering) as supplement to „Instruction to Bidders“ as available in Annexure-I of the tender document. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, Directorate General of Hydrocarbons, Noida is using the **Central Public Procurement Portal (CPPP)**(<http://www.eprocure.gov.in>) of NIC, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System –Two Envelopes.

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders perspective:

- i) Procure a Digital Signing Certificate (DSC).
- ii) Register on Central Public Procurement Portal (CPPP).
- iii) Create Users and assign roles on CPPP.
- iv) View Notice Inviting Tender (NIT) on CPPP.
- v) Download Official Copy of Tender Documents from CPPP.
- vi) Prepare & arrange all document/paper for submission of bid online/offline.
- vii) Bid-Submission on CPPP.
- viii) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Techno-Commercial Part).
- ix) Attend Public Online Tender Opening Event (TOE) on CPPP (Opening of Financial-Part) {only for Technically Responsive Bidders}

3. Digital Certificates:

For participation in e-tendering, it is mandatory for all bidders to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above (in the name of person who will sign the Bid), issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Central Public Procurement Portal (<http://www.eprocure.gov.in>), bidder needs to register on the portal. The bidder should visit the home-page of the portal (www.eprocure.gov.in) and go to the e-procure link then go to “Online Bidder Enrollment”.

5. Bid related information for this Tender (Sealed Bid):

The entire bid-submission would be online on CPPP (<http://www.eprocure.gov.in>) Broad outline of submission are as follows:

- (I) Submission of digitally signed copy of Tender Documents/ Addendum/Corrigendum.
- (II) Two Envelopes.
 - Techno- Commercial Bid
 - Financial Bid

6. Offline submissions of some documents:

It is mandatory for all bidders to submit following documents offline (physically) to HOD (MM), Grd Floor, DGH office, OIDB Bhawan, Sector-73, Noida-201301 on or before the date & time of bids closing as specified in NIT of this tender document, in a properly sealed envelope:

- (I) Power of Attorney (in Original) for authorized signatory of bid.
- (II) Any other document, if specified, in the tender.

The envelope shall bear the name of the firm, tender number, name of work and the phrase — Do Not Open Before (Due date & time of opening of tender) —

Note:

- A. The responsibility for ensuring that envelope is delivered in time would be vested with the bidder. The DGH shall not be responsible if the envelope is delivered elsewhere or late.
- B. Document submitted physically to DGH and the scanned copies furnished at the time of online bid submission should be the same otherwise the bid will be summarily rejected.

7. Other Instructions:

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

The bidder should visit the home-page of the CPP portal (www.eprocure.gov.in), and go to the link “eprocure”, then “Bidders Manual Kit” and “Help for Contractors” link.

- (I) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (II) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file.
- (III) It is advised that all the documents to be submitted (See Appendix-8 at Annexure-I of tender document) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (IV) Utmost care may kindly be taken to upload **Price schedule/ Price Format / BOQ/ BOM**. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:
 - b. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
 - c. Fill rates in downloaded price schedule / BOQ as specified in XLS format only in sky blueback ground cells. Don't fill in white back ground cells.
 - d. BOQ/BOM file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
 - e. Save filled copy of downloaded BOM/BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- (V) The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.
- (VI) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning, The document <name> called vide clause _____ is not applicable on us.
- (VII) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ 2021, between, on one hand, through Shri. , Head of Department (Materials Management/___) Directorate General of Hydrocarbons (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri _____ ,Designation of person Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into, this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Governmentoffice any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with, the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5*The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. *Earnest Money (Security Deposit)

5.1 *While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favors of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER as per clause incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitor/s

8.1 The BUYER has appointed Mr Siva Prasad Rao Ex-MD, SAIL as Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission. Contact Details of Independent Monitor are as under:

E-Mail: sivaprasadrao1950@gmail.com

(Communications can also be concurrently addressed to)

IEM Coordinator
Directorate General of Hydrocarbons,
OIDB Bhawan, Tower –A, Plot No 2, Sector -73, Noida-201301.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDERI Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extended unto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Directorate General of Hydrocarbons.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses could be amended/ deleted for applicability in respective tender by DGH.