



**DIRECTORATE GENERAL OF HYDROCARBONS**  
(Ministry of Petroleum & Natural Gas)  
Plot No.2, OIDB Bhawan, Sector 73, Noida-201301  
Ph: 0120 - 247 2000. E-mail: mm@dghindia.gov.in

**(E-Tender Notice)**

Directorate General of Hydrocarbons, Noida invites Bids for “**15<sup>th</sup> Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 & 3 blocks under PSC & RSC**”, under single bid system.

The detailed e-tender document for the above is available at DGH’s website [www.dghindia.gov.in](http://www.dghindia.gov.in) and Government of India’s Public Procurement Portal <http://eprocure.gov.in/cppp/>. 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 bid 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 would be accepted.

E-Tender No.	Description of Services
Audit-11/8/2024-DGH/C-11047/ENQ234	<b>15<sup>th</sup> Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 &amp; 3 blocks under PSC &amp; RSC.</b>

Bidders are requested to go through the complete bid documents and the eligibility criteria, Technical Evaluation Criteria, Scope of work in particular before bidding.

**Important Note** – Auditors already empaneled with DGH for audit of Category-4 blocks are not eligible for this empanelment and, therefore, they are requested not to participate in this tender.

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DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

**E-TENDER NO.:** Audit-11/8/2024-DGH/C-11047/ENQ234

TENDER DOCUMENT

FOR

**15<sup>th</sup> Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 & 3 blocks under PSC & RSC.**

**Directorate General of Hydrocarbons  
Ministry of Petroleum & Natural Gas  
Govt. of India, India**

Phone No : (+91)-120-2472000	Office of : Director General (DGH)
Tele Fax : (+91)-120-2472049	OIDB Bhawan, Tower A, Plot No. 2, Sector - 73, NOIDA-201301, INDIA

**FORWARDING LETTER**

To,

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**Sub: E-Tender for 15th Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 & 3 blocks under PSC & RSC.**

Dear Sir,

**1.0** Open Indigenous Competitive Basis tender under single 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 **Annexures**. The salient features of the tender are:

1	E-Tender No.	Audit-11/8/2024-DGH/C-11047/ENQ234
2	Brief Description of the Services / Scope of Supply	15th Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 & 3 blocks under PSC & RSC.
3	Type of Bid	Open E-Tender under single Bid System (Techno-commercial Bid only)
4	E-Bid and Original documents submission closing Date & Time	<b>14/10/2024 at 14-00 hrs (IST)</b>
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: 1400 Hrs. (IST) on the <b>next working day of tender Closing date</b> and at the same address as above. Price bid: Not applicable
7	Bid validity	120 days from bid closing date.
8	Bid Bond/ Earnest money Deposit Amount	Rs. 27,000.00
9	Performance Guarantee to be submitted only by the Successful Bidder	The firms selected for empanelment shall be required to submit a performance bank guarantee of Rupees five lakhs (Rs. 2,00,000/-) valid for 2 months beyond the validity of empanelment period(i.e.5 years), in the name of "Directorate General of Hydrocarbons".
10	Eligibility Criteria	As per Annexure-II of Tender document.

11	<b>Pre-tender Meeting date &amp; Location</b>	<p>October 1<sup>st</sup>, 2023 at 11:00 AM at the DGH office, Sector 73, OIIB Bhawan, Noida.</p> <p>All interested bidders should send their queries along with the details (including email contacts) of their corresponding personnel attending the pre-bid meeting to email id: <a href="mailto:mm@dghindia.gov.in">mm@dghindia.gov.in</a>, latest by 1700 Hrs (IST) of 27.09.2024.</p>
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- 2.0 Complete bid document can be downloaded from DGH's web site [www.dghindia.gov.in](http://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 bid 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 Single 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).
- 7.0 List of documents to be uploaded/submitted along with techno-commercial bid are also mentioned at Appendix-7 of Annexure-I of Bid document.
- 8.0 Bid Evaluation Criteria (BEC) shall be the basis for evaluation of bids.
- 9.0 DGH reserves the right to cancel the tender or reject / accept any / all bids without assigning any reason.
- 10.0 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.
- 11.0 Other details and terms/conditions are as per the following **Annexure I-III**.

**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 **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 : Bank Guarantee for Performance Security

Appendix 6 : Undertaking / Declaration

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

Appendix 8 : Pre-Contract Integrity Pact

Appendix 9 : Details of bidder

Appendix 10 : CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

**ANNEXURE-II : Bid Eligibility Criteria, Bid Evaluation Criteria/Technical Evaluation Methodology & Scope of Work and Technical Terms & Conditions**

**ANNEXURE-III : E-Bidding Instructions to Bidders**

**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. Clarifications, if any, shall in no case be sought later than **5 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 GoI's Public Procurement Portal only and all bidders are advised to visit aforesaid website still 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 systems. i.e. electronic envelope/bid is techno-commercial bid envelope only. No financial bid required at this stage.**

7.3 The bidder shall submit Techno-Commercial only.

**Note: Techno-Commercial bid will only be evaluated.**

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

- a. Scanned copy of the following original documents:
  - i. Power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
  - b. Bid 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.  
**All the uploaded documents shall be digitally signed by the authorized signatory of the bidder.**

**Note: Detailed instructions regarding online bid submission are available in Annexure-III 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 10** of respective **Annexures**. The prescribed proforma at Appendices of **Annexures**, 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 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** - Not required at this stage.

### **9.1 Income Tax Liability**

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

### **9.2 GST Liability:**

- 9.2.1** 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)
- 9.2.2** 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.
- 9.2.3** 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.
- 9.2.4** 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.
- 9.2.5** 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.
- 9.2.6** 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.
- 9.2.7** 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.

## **9.8 PAYMENT TERMS:**

100% payment for fees and site visit shall be release within 30 days on acceptance of final report at DGH office. TDS (IT/GST) as per applicable laws.

## **10.0 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.
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.

#### **11.0 VAGUE AND INDEFINITE EXPRESSIONS**

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

#### **12.0 PERIOD OF VALIDITY OF BIDS**

**12.1** 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.

**12.2** 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. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid correspondingly.

#### **13.0 BID SECURITY**

**13.1** 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 **13.7**.

**13.2** MSEs/Startup eligible as per Ministry of MSME's/ Commerce & Industry guidelines, and Government Departments will be exempted from Bid Security, provided the bidder submits necessary evidence for eligibility, along with the bid.

**13.3** The Bidders not covered under Para **13.2** above must enclose the bid security with their offer with the techno-commercial bid. The amount for bid security has been indicated in the "Invitation For Bid".

**13.4** 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 New Delhi valid for **120 days** from its date of issue.

(ii) A Bank Guarantee as per **Appendix 5**. 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.

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

**13.6** Subject to provisions in para **13.2** above, offers without Bid Security will be ignored.

**13.7** 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 21 days of notification of such acceptance.

**13.8** 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).

**14.0 PHYSICAL BID/ TELEFAX / e-mail BIDS:**

**14.1** Physical Bid/Telefax/e-mail bids will not be considered. Bids must be submitted online, digitally signed failing which they shall be rejected.

**14.2** Necessary original documents, as mentioned in bid document, are only required to be submitted in physical form at DGH office.

**a. SUBMISSION AND OPENING OF BIDS**

**15.0 SEALING AND MARKING OF BIDS.**

**15.1** Offers are to be submitted electronically. The first electronic cover/ envelope will contain Techno-Commercial bids having all details

**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, 33  
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/withdrawn after the dead line for submission of bids.

**19.0 OPENING OF BIDS**

**19.1** The bid will be opened at **1400 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.

## **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 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 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.

**24.2** Bidders seeking Purchase preference (linked with local content) (PP - LC) shall be required to meet / exceed the target of Local Content (LC). Any other guidelines/notifications issued by the GoI/concerned department related to purchase preference shall also be applicable.

## **b. 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 notification of award will constitute the formation of the contract.

**27.3** Upon the successful bidder's furnishing performance security, pursuant to clause 30, the Purchaser will promptly notify each unsuccessful bidder and discharge their bid securities.

## **28.0 PERFORMANCE SECURITY:**

**28.1** Successful bidder shall submit the performance security, **Rs. 2,00,000/** for a period of 62 months including 2 months claim period beyond the validity of empanelment period, within 21 days of placement of Letter of Award (LoA)/ Notification of Award (NoA).The successful bidder shall furnish to DGH the Performance Security for an amount specified above or the amount mentioned in Letter of Award, issued by DGH to Contractor awarding the contract, as per **Appendix – 5** in the form of Bank Guarantee(BG) 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.

**28.2** The performance security specified above must be valid as per time period mentioned above at 28.1, to cover the obligations indicated in **clause14.0** of General Terms & Conditions hereof. The same 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.**

**28.3** 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.

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

## **29.0 SIGNING OF CONTRACT:**

At the same time as Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract/supply order in duplicate. The successful Bidder will return one copy of the supply order/contract duly signed on each page as token of confirmation/acceptance.

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**BID SUBMISSION PERFORMA**

Audit-11/8/2024-DGH/C-11047/ENQ234

Bidder's Telegraphic Address:

\_\_\_\_\_

Telephone No.:

FAX No. :

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

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 E-Bidding Instructions to Bidders at **Annexure-III**, 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.

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.**

**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.

Yours faithfully

Signature of Bidder

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

**Authorised Signatory of  
The Contracting Party**

**Place...**

**Date...**

**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.....

Seal of the Company

.....

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



**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.

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 of .....2024 at .....

WITNESS NO. 1

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

Attorney as per power of

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

Attorney No.....  
Dated .....

WITNESS NO. 2

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

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

Tender No. Audit-11/8/2024-DGH/C-11047/ENQ234 for 15th Round Empanelment of Auditors for Audit of Accounts of Category 1, 2 & 3 blocks under PSC & RSC.

1. GST Tax Registration (*strike off whichever is not applicable*)

We have submitted a copy of valid GST registration certificate under Goods and Service tax rules.

**OR**

We undertake to submit copy of requisite Goods and Service tax registration certificate along with the first invoice under the contract.

2. 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.
3. We hereby undertake that all the documents/ certificates / information submitted by them against the tender are genuine.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**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 tenderer shall upload the following digitally signed documents in Techno-commercial electronic envelope. Any bid not accompanying the below mentioned documents shall be liable for rejection:

1. Duly signed and scanned copy of Documents/Certificate/Undertaking in accordance with eligibility criteria and Technical Evaluation Methodology of tender document.
2. Duly signed and scanned copy of PAN Card/TAN.
3. Duly signed and scanned copy of registration of firm in case of registered firm / company/proprietorship, partnership deed in cases of partnership firm.
4. Duly filled, signed and scanned copy of **Appendix-1, 2, 3, 4, 6, 8, 9 & 10** of bid document.
5. Digitally signed copy of bid document (un-priced) as confirmation/acceptance of all tender conditions in toto.
6. 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.

7. Self-attested copy of GST registration certificate or undertaking as per Appendix-6 of Annexure-I.
8. 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.
9. Declaration on the company's letter head and duly signed by the signatory of the bid 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 debarring them from carrying on business dealings with DGH.

**B. List of Documents to be submitted offline in original:**

Power of attorney (Sr. No. 6 above), and any other documents, if mentioned, are also to be submitted offline in original before tender closing date and time.

## Integrity Pact Format

### INTEGRITY PACT

Between

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

And

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

#### **Preamble:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.
- b. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- c. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a

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

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

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractor as confidential. They report to the Management of the Principal.
- 3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

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

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

## **Section 10 – Other provisions**

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

- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

_____	_____
(For & On behalf of the Principal)	(For and on behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place ----- Date -----	
Witness 1: _____	Witness 1: _____
(Name & Address)	(Name & Address)



**Appendix-9**

**Details of Bidder (To be submitted by the bidder on Company's letter head)**

Sl. No.	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)		
1.	Name and address of firm/agency with complete contract details			
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)			
3.	Name and Address of the directors proprietor/partners			
4.	Year of formation of the company/Firm			
-5.	Details of registration.	<b>R. No.</b>	<b>Copy enclosed : Y/N Valid: Y/N</b>	
6.	(a) GST number/Certificate	No.		Copy enclosed: Y/N
	(b) PAN Number	No.		Copy enclosed: Y/N
7.	Details of Earnest Money	DD/BG No. _____ Date:		
8.	Any other information			

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**  
**(To be signed with successful bidder only)**

This confidential and non-disclosure agreement is executed on \_\_\_\_\_ day of \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_) having its registered office at \_\_\_\_\_, which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representative.

AND

Directorate General of Hydrocarbons (hereinafter referred to as DGH), an organization under Ministry of Petroleum & Natural Gas the Government of India having its registered office OIBD Bhawan, Tower A, Plot No. 2, Sector - 73, Noida-201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;  
WHEREAS, DGH and \_\_\_\_\_ have entered into a contract for \_\_\_\_\_,  
WHEREAS \_\_\_\_\_ will have access to certain proprietary and confidential information, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein "confidential Information" means all plans, drawings, tracings of drawings, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, well data, geological or geophysical data, lease information and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above-indicated purpose of this agreement.
2. Each party agrees that: (a) it will not use any of their Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof). Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes.

3. Each party agrees that it will inform each of its employee who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
  - a) Information which, at the time of disclosure, it in the public domain as evidenced by printed publication or otherwise;
  - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
  - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or

  - d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
6. The foregoing obligations shall expire on the 5th anniversary of the effective date of the Agreement.
7. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of the Government of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of the \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**DIRECTORATE GENERAL OF HYDROCARBONS**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## ANNEXURE-II

### BID ELIGIBILITY CRITERIA (BEC), TECHNICAL EVALUATION METHODOLOGY (TEM), EMPANELMENT METHODOLOGY & ALLOCATION OF WORK, & SCOPE OF WORK

#### BID ELIGIBILITY CRITERIA (BEC).

The bid shall conform generally to all the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/ technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

#### A) Eligibility Criteria:

- 1. Registration:** The applying Chartered Accountants Firm (Partnership/ LLP) must be registered in India with ICAI and currently empaneled with CAG.

The applying firm should have also empaneled with any of the organizations - RBI/ IBA/ SFIO/ SEBI/ CBI/ Income Tax/ GST/ CBI/ ED/ EOW/ FIU- India/ TRAI/ IBBI/ NIA.

- 2. Age of Audit Firm:** The applying Chartered Accountant Firms/ LLPs should have been in practice for 10 years or more.

- 3. Experience of Audit Firm:** The applying Chartered Accountant Firms/ LLPs must have a minimum experience of carrying out at least 3 single audits (Statutory Audit) during the last 5 years of the companies engaged in the Hydrocarbons/ Mining/ Infrastructure sector each having minimum annual turnover of **₹1,000 Crore** in the year of audit.

(The applying Chartered Accountant Firms/ LLPs must submit copies of engagement letters and self-certified copy of declaration of turnover of auditee organizations that substantiate their claim)

(Infrastructure Sector include *Road, Railway, Airport, Water Management, Mass Transit, Telecommunication Network, Power, Nuclear Power, Ship Building & Port Construction*)

- 4. Number of Full Time Partners:** The applying Chartered Accountant Firms/ LLPs should have a minimum of Eight (8) Chartered Accountants (CAs) as partners.

(Self-certified copy of the declaration by the applying Chartered Accountant Firms/ LLPs mentioning name of partner & date of joining as partner in the firm may be attached)

- 5. Association of Partners in the Firm:** At least Four (4) partners should have been in association with the firm for 9 years or more.

**6. Professional Fees of the Audit:** The average annual gross receipts from professional services of the firm towards professional fees should be minimum **₹5.00 Crore** during the last 3 financial years.

(The applying firm to submit Audited Financial Statements along with Income Tax Returns for the FY 2021-22, 2022-23, & 2023-24).

7. The applying Chartered Accountant Firms/ LLPs should have minimum **Two (2)** Chartered Accountants (either partner or employees) having DISA/ CISA and IFRS / FAFD/ Resolution Professional certifications from ICAI/ other institutions.

- Certified Information Systems Auditor (CISA)
- Diploma in Information System Audit (DISA)
- Forensic Accounting and Fraud Detection (FAFD)
- International Financial Reporting Standards (IFRS)
- Limited Insolvency Examination (LIE)/ Graduate Insolvency Program (GIP)

#### **DOCUMENTS:**

The applying Chartered Accountant Firms/ LLPs must furnish documentary evidence along with their application in support of fulfilling above requirement of minimum eligibility criterion from 1 to 7 and along with following detailed documents failing which the application are liable to rejection:

1. Organization Profile including location of branch offices, Areas of Expertise & Experiences, Number of working partners along with their date of joining in the firm (certified by the firm).
2. The applying Chartered Accountant Firms/ LLPs should also submit signed and stamped copy of this tender document as a token of having read the tender document, understood the content, and agree for all the terms and conditions and scope of work unless separately specified by them.

#### **B) COMMERCIAL:**

1. The applying Chartered Accountant Firms/ LLPs shall comprise of all the components and annexures, failing which the application will be liable for rejection.
2. The applications received after tender closing date and time will be rejected.
3. The application should be submitted only in the form of an e-tender on GoI's CPP Portal. Any application received in the Physical form or fax/ e-mail/ Photocopy and applications with scanned signature will be rejected. Original applications should be signed manually/ digitally failing which they shall be rejected.
4. Applications shall be typed or written in indelible ink and Original application shall be signed by the firm or his authorized representative on all pages failing which the application may be liable for rejection.
5. Applications shall contain no interlineations, erasures or over writing except as necessary to correct errors made by firms, in which case such corrections shall be initialed by the person(s) signing the application. However, white fluid should not be used for making corrections. Any application not meeting this requirement will be liable for rejection.

6. Any application containing false statement will be rejected.
7. The firm must accept and comply with the following clauses as given in the e-tender Document in toto failing which offer will be rejected -
  - (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Arbitration Clause
  - (iv) Acceptance of Jurisdiction and Applicable Law
  - (v) Liquidated damage clause
  - (vi) Indemnity Clause
  - (vii) Submission of duly signed copy of Integrity Pact.

### **C) TECHNICAL EVALUATION METHODOLOGY (TEM):**

If there is more than 15 Firms meeting the minimum eligibility criteria (Techno-Commercially Compliant), then evaluation will be on the basis of following Technical Evaluation Methodology.

Marking Scheme for Technical Evaluation (Maximum Marks: 100):

- Last 3 Financial Years: 2021-22, 2022-23, 2023-24

#### **(i) ERP Experience: (Max 25 Marks)**

Marks will be given based on number of assignments completed in the last 3 Financial years.

- 5 Marks for each ERP based Audit Assignments (>3 assignments) of company in the Hydrocarbons/ Mining/ Infrastructure sector having turnover / Project costing ₹1,000 Crore or more with maximum of 25 Marks  
(Attach copies of audit assignment letters issued by the client and copy of Audit Report)

#### **(ii) Compliance/ Statutory Audit of Production Sharing Contract/ Concession Agreement/ PPP: (Max 25 Marks)**

Marks will be given based on number of assignments completed in the last 3 financial years.

- 5 Marks for each PSC/ Concession Agreement/ PPP related compliance/ Statutory Audit of company (Whether as an appointee of Government or Private) in the Hydrocarbons/ Mining/ Infrastructure sector turnover/ Project cost of ₹1,000 Crore or more with maximum of 25 Marks  
(Attach copies of audit assignment letters issued by the client and copy of Audit Report)

#### **(iii) Statutory Audit of Central/State PSU audit experience: (Max 25 Marks)**

Marks will be given based on number of assignments in the last 3 Financial years.

- 5 Marks for each Statutory Audit of Central/State PSU having annual turnover of ₹1,000 Crore or more with maximum of 25 Marks.  
(Attach copies of assignment letters issued by the client and client certificate that assignment has been completed satisfactorily)

#### **(iv) DISA/CISA/ IFRS/FAFD/RP Experience: (Max 25 Marks)**

Marks will be given based on number of certifications from ICAI/ other institutions.

- 5 Marks for each Chartered Accountant (either partner or employees) having DISA/CISA and IFRS/FAFD/Resolution Professional certifications from ICAI/ other institutions with maximum of 25 Marks  
(Attach copies of certificates)

Based on above technical evaluation, applying firms would be shortlisted and recommended for empanelment.

## **D) EMPANELMENT METHODOLOGY & ALLOCATION OF WORK:**

### **1. Empanelment of Firms:**

- a) **Top 10** firms getting highest marks based on technical evaluation will be empaneled for Audit. In case of tie, empanelment of firm (s) shall be made based on age (date of registration) – firms with more years of existence shall be considered. If age of the firm also results in tie, then empanelment shall be made based on Average Professional fees during last 3 financial years - firms with higher average professional fees shall be considered.
- b) **Next 5 firms** as per marks will be kept in the reserve. They would be considered for empanelment in case any of empaneled firms express its inability to work for audit assignments or in case of non-performance/ un-satisfactory performance or number of audit assignments originally envisaged have increased.
- c) The decision of the empanelment shall be taken by competent Authority. The decision of the Competent Authority shall be final and binding on all concerned.

### **2. Duration of empanelment:**

The empanelment of firms will be for a period of three (3) years. Empanelment period may be extended by another two (2) years on mutual consent at the same rate, terms, and conditions considering the importance and requirement for continuation, at the sole discretion of DGH.

### **3. Block Allotment Methodology for Audit:**

- a) Audit work shall be assigned to empaneled firms by an audit committee of DGH considering assessment of domain expertise, core competence & experience and brief presentations on the understanding of requirements, technical approach & methodology and proposed audit plan and qualitative deliverables/ reporting.
- b) There will also be a regular review of performance of the empaneled firms by Audit Department, DGH.
- c) Prior to assigning any work to an empaneled firm (s), the Firm will be asked to confirm that they do not have any potential conflict of interest in connection with the assignment.

The Conflict of interest is defined as under:

“A conflict of interest arises in which any interest (whether personal, professional, financial or otherwise) interferes, or has the potential to interfere, with the Auditor’s ability to discharge the Scope of Work in accordance with the interest of the Government under the PSC”.

While empaneled for a particular producing block, audit firm should declare:

(v) That they have no conflict of interest whether personal, professional, financial or otherwise.

(vi) They were not engaged as MC appointed auditors and/or internal auditors of



that particular block during the last two years immediately preceding to the current year.

(vii) They are not engaged as MC appointed auditors and/or internal auditors of that particular block in the current year.

(viii) They are not engaged as Statutory auditors of any of the consortium JV partners of that block in the current year and immediately preceding to the current year.

Auditors would not be eligible for an award of the same block, which they have audited for the last 3 consecutive years.

#### **4. Team Members Audit Assignments:**

- a) For the purpose of rendering the Services, the firm must establish dedicated team members having required qualification and experience from specialized areas, out of which one must be a principal partner having more than 10 years of post-qualification (CA) experience and one (1) qualified Associates having more than 5 years of post-qualification (CA) experience and one (1) semi qualified assistance. However, team composition may undergo change depending upon work & duration requirement assessment carried out by DGH.
- b) Domain Expertise & Experience: Financial Analysis & Interpretation of Financial Statements, Forensic Fraud Audit, Risk Management Audit, Compliance & Assurance Audit, Taxation, Legal / Arbitration/ Insolvency.
- c) Any change to the Key personnel in the team shall have to be carried out in consultation with prior approval from DGH.

#### **E) FEES FOR AUDIT ASSIGNMENTS:**

- a) Fees for audit shall be fixed based on guidelines issued by the Institute of Chartered Accountants of India (ICAI) from time to time, will be broadly followed on a case to case basis.
- b) In addition to fees, firm/ team members would be entitled for reimbursement of travel by economy class and hotel for site visit on production of documentary evidence restricted to only one visit if not stationed in same city. No Local conveyance charges would be reimbursed.
- c) Team composition, and Number of days required for completion of audit shall be intimated to empaneled firm at the time of assignment of audit. DGH will estimate effort (in number of team days) required for completion of audit considering total contract cost, revenue, risk, nature & complexity involved etc. Which will be the basis for calculating amount of fees for audit.
- d) Additionally, GST would be paid as applicable.

#### **F) TIMELINE FOR COMPLETION AND SUBMISSION OF REPORT:**

Audit Assignment: Empaneled firm assigned audit of block shall carry out audit within six months from the award of the audit and submit report.

**G) MONITORING OF AUDIT ASSIGNMENT:**

Pre & Post Audit Meeting: DGH team may hold Pre & Post-Audit Meeting (virtual/ physical) with firm to discuss the coverage of audit and critical audit points/ areas for the block and operator's final reply and compliance of audit query.

**H) PAYMENT TERMS:**

- a) 100% payment for fees shall be release within 30 days on acceptance of final report at DGH office.
- b) TDS (IT/GST) as per applicable laws.

**I) GENERAL:**

- a) To ascertain the substantial responsiveness of the application the DGH reserves the right to ask the firm for clarification in respect of clauses covered under Criteria for empanelment also and such clarifications fulfilling the Criteria for empanelment clauses in toto must be received on or before the deadline given by the DGH, failing which the offer will be summarily rejected.
- b) If any of the clauses in the Criteria for empanelment contradict with other clauses of tender document elsewhere, then the clauses in the Criteria for empanelment shall prevail.
- c) The TEM over-rides all other similar clauses operating anywhere in the Tender Documents.
- d) The firm is prohibited to offer any service / benefit of any manner to any employee of DGH and that the firm may suffer summary termination of contract / disqualification in case of violation.
- e) The Firm shall be required to produce all the documents in original if asked by DGH, prior to placement of LOA. These are to be submitted within the time allowed by DGH. Any failure and/ or delay to produce the original documents as asked by DGH will make the application liable for rejection.
- f) The firms to note that failure to furnish all information required in the tender document or submission of application not substantially responsive to the tender documents in every respect will be at the firm's risk and shall result in the rejection of its application. Incomplete, conditional, or vague applications indicating exception / deviations to the conditions may be rejected.
- g) DGH reserves all rights to reject any or all offers without assigning any reasons thereof.
- h) DGH has the right to cancel the contract for any block even after awarding before commencement.

**J) PERFORMANCE GUARANTEE:**

- a) The firms selected for empanelment shall be required to submit a performance bank guarantee of Rupees Two Lakhs (₹2.00,000) valid for 62 months including 2 months claim period beyond the validity of empanelment period, in the name of "Directorate General of Hydrocarbons".

**K) LIQUIDATED DAMAGES:**

- a) In case, audit report is in-ordinarily delayed despite continuous follow up & reminders, DGH reserve its right to blacklist the firm and debar it from considering for any other Audit in future.
- b) Further, the such empaneled firm would be liable to pay liquidated damages, @ 0.5% per week or part thereof of the assignment fees with maximum of 10% of assignment fees.

**L) CONFIDENTIALITY:**

- a) The assignment or work order would include confidentiality clause to protect disclosure/ utilization of information/ processes / data etc. collected/ obtained during the empanelment period. The norms for secrecy will be as per Section 3&4 of the Official Secret Act, 1923.
- b) A declaration of Fidelity & Secrecy as per prescribed format/ Annexure is to be signed by the empaneled firm. Without prejudice and in addition to the legal remedies available to the Directorate General of Hydrocarbons (DGH), the breach of contract shall be considered a sufficient ground for termination of the empanelment/ contract.

**M) DISPUTES:**

In case of any dispute, the Competent Authority, DGH will be the final authority, whose decision will be final and binding. Litigation, if any, will be restricted to the Court of appropriate Jurisdiction at Delhi.

**N) SCOPE OF WORK FOR AUDIT ASSIGNMENTS:**

**I. AUDIT under PSC:**

- a) Review audited End of Year statements and Audited financial statements and carry out Audit as per the provisions of Production Sharing Contract and Indian Accounting Standards (Ind AS), Standard on Audit (SA) issued by ICAI and other Applicable Act, Laws of India and check list will be provided in tender document.
- b) Confirm that audited End of Year statements and financial statements and Annual Audit of Statements have been prepared correctly and reliably in compliance to provisions of Production Sharing Contracts & Ind AS, SA and other Applicable Act, Laws of India.
- c) Firm/ Auditor shall identify and highlight material non-compliances and quantify financial implications thereof including recasting of financial statements as per the provisions of Production Sharing Contract. Auditor should also indicate material weaknesses observed in the system of internal control and the impact of change in the accounting policy, if any.

**O) PRE-TENDER Meeting:**

A pre-tender meeting has been organized. Please refer no. 04 of this tender document.

**P) TERMINATION SERVICES PRIOR TO END OF CONTRACT:**

- a) Termination may be initiated by any party as per the terms of the contract. Either party shall give advance notice of 30 days prior to the termination date. DGH shall pay for any legitimate outstanding fees and costs to the empaneled firm, and the payment of legitimate costs to wind-up the assignment.
- b) No payment shall be made for termination necessitated due to default in the agreed deliverables as per expected quality within prescribed timeline and in of the empaneled firm.

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## **CHECKLIST PRESCRIBED FOR AUDIT OF BLOCKS UNDER PRODUCTION SHARING CONTRACT:**

Auditors have to review and carry out the audit based on the Production Sharing Contract in respect of the following:

1. Whether contractor is maintaining proper books of accounts for all its transactions pertaining to the PSCs and reports of production statement, value of production & pricing statement etc. As required under section 4 to 12 of Accounting Procedure of PSC.
2. (a) Whether all Expenditures and Incomes have been accounted for accurately, as per PSC including all provisions of Accounting Procedure of the PSC.  
(b) Whether validation of quantity of hydrocarbons produced and saved, sales and income has been done on accrual basis or not.  
(c) Whether the methods of measurement of petroleum used by the contractor were approved by the management committee and whether material balancing of the quantity of petroleum has been reconciled.  
(d) Whether investment multiple and profit petroleum to GOI has been calculated as per the provisions laid down in the PSC and is correct.  
(e) Whether significant accounting policies adopted by contractor are in accordance with the requirements of PSC such as for foreign currency translation, fixed assets, inventories, etc.  
(f) Issues of internal control, fixed assets and fraud as per CARO 2020 (Revised).  
(g) Whether identification/allocation of service cost into exploration, development and production as per provisions of PSC.  
(h) Whether compliance of PSC provisions & extant GOI Policies & notifications.  
(i) Whether expenditure/cost incurred are commensurate with MC approves/ FDP/ RFDP/Annual Work Program & Budget/Appendix-H of PSC.

In case it is not so, the financial impact should be quantified against each and stated in audit exceptions.

3. Whether all costs and expenditures have been classified into proper heads of expenditures as defined in the PSC namely Exploration, Development and Production.
4. Audit Report and Statement of Audited Accounts. Audit should validate inter-alia the following statements:
  - a) Statement of sources & utilization of funds along with its various schedules (Format-1).
  - b) Value of petroleum produced and saved including the government's share of profit petroleum and sales schedule.
  - c) Valuation of petroleum as per PSC for crude oil/ natural gas and condensate and financial impact in case of deviations.
  - d) Extent of allowable and recoverable costs as per PSC (Format 2, 2A, 3A, 3B & 4).
  - e) Calculation of Profit Petroleum, as per PSC (Format-5, 5A).
  - f) Calculation of Notional income Tax, Investment Multiple / PTRR as applicable, as per PSC.
5. Whether the cost petroleum and profit petroleum taken by the contractor was in accordance with the allocation done by the management committee and whether the cost petroleum is within the maximum limits stipulated in PSC under Article 'Recovery of Cost Petroleum'.
6. Whether the "Notional tax" considered by contractor while calculating the "Investment Multiple" / "PTRR" has been accurately determined as per Income Tax Act and PSC provisions, wherever applicable. If not, notional tax liability and investment multiple / PTRR and impact on profit petroleum have to be worked out and stated in the audit exception.
7. Whether the Joint venture is properly following the procedures as laid down in PSC with regard to procurement of materials and services.
8. Whether there are cases of procurement of materials & services from affiliates and others having deviation to PSC provisions.
9. Whether the contractor has claimed cost recovery of items still lying in store / inventory and not consumed in exploratory Pre-NELP Blocks (for example RJ-ON-90/ 1), wherein the accounting and cost recovery of materials and equipment's is not restricted specifically based on consumption, whether contractor has charged the cost of materials and equipment's, which is not in conformance with the provisions of respective PSC.

10. Whether the contractor has accounted expenditure prohibited under section 3. 2 of Accounting Procedure of PSC.
11. Whether Royalty, Cess, License Fee, Profit Petroleum, PLP (in case of CBM block), and other statutory payments have been correctly determined and timely paid to the Government in line with ORD Act., P&NG Rules, OIBD Act and PSC wherever applicable. If not, correct liabilities shall be stated by auditors. Auditors to certify the month-wise / year-wise payment of Royalty, Cess amount etc. for crude oil, Natural gas and / or condensate separately. The certified statement should show the amount of Royalty, Cess etc. payable as per PSC, actual amount paid to the concerned authorities and excess / shortfall amount of Royalty, Cess etc.  
To review price realized by operator at arm's length sale.
12. Whether all assets (movable/ immovable) and inventory have been properly recorded, accounted for, maintained, reconciled and verified at reasonable intervals and if any discrepancy found the same has been corrected. If not details to be provided.
13. Whether the Overheads charged by the JV are reasonable, verifiable and devoid of any duplication, as per provisions of PSC. If not, details of deviations shall be indicated by the auditor's along with recommendation.
14. Whether the actual expenditure incurred by contractor is in pursuance to an approved / reviewed work programme and budget by MC (as the case may be as per provisions of PSC), and whether in the process of charging such costs to Cost Petroleum, the specific stipulations/points raised by the MC (if any) in regard to Budget have been taken care of. If not, details shall be provided by the auditors with recommendation.
15. Whether the salary & compensation in respect of nationals and expatriate manpower has been charged to Cost Petroleum as per contractor's standard personnel policy, as per provisions of PSC. If not, deviations should be detailed by auditors. Auditors should also suggest if any avoidable cost requires adjustment due to such deviations.
16. Whether the contractor during the term of the contract, maintained and obtained insurance coverage for and in relation to petroleum operation for such amount and against such risks as are customarily or prudently insured in the international petroleum industry. Whether the premium paid for joint insurance policies has been duly segregated and only premium which was related to the specific PSC is accounted as contract cost.
17. Whether contractor has included the name of GOI as co insured in all its' insurance policies and whether waiver of subrogation against GOI has been taken in all such policies.
18. Whether the contractor submitted the bank guarantees / performance guarantees as per the provisions of PSC.
19. Whether annual audit of accounts was carried out on behalf of the contractor by an independent firm of chartered accountants whose appointment was approved by the Management Committee.
20. Auditor may check whether all the conditions in regard to all the Essentiality certificates issued for imports at concessional rates of Customs Duty were being fulfilled.
21. (a) Whether contractor has carried out the satisfactory adjustment of observations raised by the Auditors appointed by the operator with approval of MC in the past.  
(b) Compliance on satisfactory adjustment of past audit exceptions of audit reports of auditors appointed by Govt. / DGH by the operator as directed by MOP&NG /DGH may be indicated by the audit firm by giving definite recommendations for either dropping the exception or pursuing it further.
22. Whether contractor has created and funded Site Restoration Fund as per provisions of PSC and Govt. Site Restoration Fund Scheme 1999. Auditors should comment regarding adequacy of SRF as required in PSC & Schemes.
23. Whether, in the case of transfer of material from one block / field to another block / field, DGH's prior approval has been obtained and whether the conditions stated by DGH in the permission of such transfer, have been fulfilled / adhered to. Auditors should also verify the transfers of costs of items & services transferred to / from the concerned blocks / operators.
24. Auditor will be required to submit a certificate that the auditors have satisfied themselves regarding procurements having been made competitively as per the PSC provisions.
25. Auditor is to check whether a separate bank account for each block is maintained by the Operator of the block. Auditor is required to examine this bank account transactions to ensure that all cash inflows and outflows are transacted through this account and report accordingly in the audit report.
26. Wherever Development Area Wise Accounting has been stipulated in PSC, the auditor should examine the development area wise correct allocation of expenditures in case of more than one Development Area in the block. The auditor should also examine and certify the correctness of the basis of Apportionment as well as quantum of common expenditure charged to all development areas where there is more than one.
27. Auditor should obtain and submit copy of block accounts duly audited by MC appointed auditors.

28. Pre & Post Audit Meeting: Auditors would have a Pre & Post-Audit Meeting, virtual/physical, with DGH audit team to discuss the coverage of audit and critical audit points/ areas for the block in audit and operator's final reply and compliance of audit query.
29. Auditor should not express merely opinion but should also give definite recommendations on all audit exceptions. In the absence of such definite recommendations, the report would be considered incomplete.
30. Audit observations / exceptions finalized by auditors having financial implications should be quantified. Final exceptions will be drawn for communicating the Contractor in line with PSC provisions.

### **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 –Single Envelopes.

Only Techno-commercial bids shall be submitted by the bidder.

#### **2. Broad outline of activities from Bidders prospective:**

- 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](http://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) Single Envelopes.
  - Techno- Commercial 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, OIIB 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](http://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:
  - a. Download Price schedule /Price format/ BOM/ BOQ in XLS format.
  - b. 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.
  - c. 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.
  - d. 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.

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