



Notice Inviting Offer for Production Enhancement Operations in Marginal Nomination
Fields

S.No	Contents	Page No.
1.	Announcement	2
2.	Details of the Contract Areas on Offer	2
3.	Biddable Terms	2
4.	Bid Qualification Criteria	3
5.	Technical Qualification Criteria	4
6.	Bid Rejection Criteria	5
7.	Bid Evaluation Criteria	6
8.	Scope of Work	8
9.	Notification of Award and Mobilization Activities	10
10.	Availability of Data/ Information	11
11.	Bid Submission Date and Pre-bid Conference	13
12.	Documents to be Submitted	14
13.	Other terms and conditions	15



1.0 Announcement

- (i) OIL intends to enhance the production from the marginal nomination fields by infusion of new technology and expertise and has invited interested companies to bid to undertake the operations to enhance the production of 02 onshore contract areas comprising of producing oil and gas fields with O+OEG in-place volume of about 60.432 MMSKLOE. Eligible companies, either alone or in consortium or joint ventures, may bid for one or more contract areas. Requisite qualifying technical and financial criteria are mentioned in this document. The bidders are required to fulfil the requisite technical and financial criteria. Bids would be evaluated on the basis of committed incremental production and the revenue share bid
- (ii) The Tender documents for submission of bids can be downloaded against e-tender/RFx No. CDG1821P20 from OIL'S e-procurement portal <https://etender.srm.oilindia.in>. The general details of tender can be viewed at RFx Parameters under "RFx information" tab of the bid invitation (RFx). All the bidders have access to online help document which is available on login which may be used for understanding the process for participating in this e-procurement tender.
- (iii) The bidders can quote for either one or two contract areas. The evaluation of bids and award of contract shall be done contract area wise.

2.0 Details of the Contract Areas on Offer

Sl	Asset	Contract Area No.	Fields	OIIP (MMSKL)	GIP (BCM)	O+OEG in place (MMSKL)
1	Rajasthan	OIL/MNF/2019/CA-1	Bagitibba	-----	0.512	0.512
2	Assam	OIL/MNF/2019/CA-2	Digboi	55.11	4.81	59.92

3.0 Biddable Terms

- (i) Companies would be required to bid for



No.	Parameter
1	Year-wise Incremental production profile during Contract Period i.e. 15 years <i>(to be quoted separately for oil and gas in format as per Annexure 1(Z))</i>
2	The percentage share of the “Revenue” realised from the sale of incremental production of hydrocarbon (i.e. crude oil, condensate and natural gas) that the contractor would share with OIL <i>(to be quoted in format as per Annexure 1(AA))</i>

- (ii) The incremental production profile shall be the production in excess of the baseline production mentioned in this Bid Document for the two Contract Areas (refer to the Annexure 2(A) for the Baseline Production). The Baseline Production (duly vetted by third party) mentioned in this document shall be binding on the bidders and the incremental production profile to be quoted over and above the Baseline Production
- (iii) The Revenue for the purpose of evaluation and computing the fee for the successful bidder (or Contractor) shall be all amounts that will be realized from the sale of Net Incremental Production net of taxes on sales, on account of or in relation to the Petroleum produced and saved from the Contract Area, during a Month after the Effective Date; Less Royalty for that Month, and all other statutory levies including GST payable on such levies
- (iv) The percentage revenue shares offered shall be non-zero positive whole numbers. Bids not fulfilling this requirement will not be accepted for the purpose of evaluation.

4.0 Bid Qualification Criteria

- (i) Companies may bid individually or in association with other companies through a consortium or Joint venture where each member company of the consortium hold equal to or more than 26% shareholding in the consortium.
- (ii) In case of a bid by a consortium, all the member companies of the bidding consortium shall be jointly and severally liable for all obligation under this NIO and the Production Enhancement Contract to be entered between the consortium and OIL.
- (iii) No bidder can submit more than one bid for a contract area individually or part of any consortium. For the purpose of this section each member of the consortium shall mean the “bidder” in individual or collective capacity.
- (iv) The net worth of the bidding company(s) should be a non-zero positive whole numbers as on 31st March 2019 or 31st December 2018, as may be applicable.



The net worth will be calculated in accordance with the method given in Annexure 1(E). In case of consortium, each member company of the bidding consortium shall have a positive net worth as on 31st March 2019 or 31st December 2018, as may be applicable.

- (v) The Annual Report including the Audited Annual Accounts for the latest completed year ending on March 31, 2019 or December 31, 2018 and a certificate of Net worth from the company's statutory auditor(s) based on the Audited Annual Accounts for the latest completed year should be submitted for each member of the consortium. In case the parent company of the bidder has committed to provide financial and performance guarantee for its subsidiary, then the Annual Report, Annual Accounts and Net worth certificate in respect of the parent company should be submitted and the financial capability of the parent company shall be considered for evaluating the financial capability of a bidding company (this applies for each member of the consortium in case of consortium bidding)
- (vi) In cases where the bidding company is not required to prepare consolidated financial statements as per the statute of the country of the bidding company as applicable, the bidder shall provide justification for the same along with certificate from a practicing Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial accounts as per the accounting standards of the country of the bidding company as the case may be, duly certified by the practicing chartered accountant or equivalent.
- (vii) Bid Bond of **INR 10,00,000 (or USD 14300)** per Contract Area as per Annexure 1(Y-1) to be submitted along with Bid
- (viii) Notarized deed or declaration shall be submitted along with the bid that it is not in a state of bankruptcy, liquidation, cease of operations, receivership, or other similar state, and no process of being placed in bankruptcy, liquidation, receivership, or other similar process has been filed against him/her
- (ix) Bidder shall submit Board approved Delegation of Authority for the valid and binding bid/s submitted
- (x) Any additional information supporting the financial capacity of the bidder, as deemed fit should be submitted.
- (xi) Satisfaction of the technical qualification criteria for pre-qualifying for bid evaluation.



5.0 Technical Qualification Criteria

- (i) The bidder would be required to meet the following technical qualification criteria as on the submission date:

S.No.	Criteria
1	<p>The bidding company should have atleast 1 year of experience in exploration or development or production of hydrocarbons in last 5 (five) years as on 31st March 2019</p> <p><i>(Relevant supporting documents to be provided by the bidder)</i></p>
OR	
2	<p>The bidding company should have technically qualified personnel with atleast 10 years of work experience on its rolls at the time of bid submission, in any three distinct areas out of the following six areas:</p> <ul style="list-style-type: none"> a) Atleast 1 personnel with experience in Drilling and Completion of hydrocarbon wells; b) Atleast 1 personnel with experience in hydrocarbon field operations/ production; c) Atleast 1 personnel with experience in Health, Safety & Environment of hydrocarbon field; d) Atleast 1 personnel with experience in Reservoir or Petroleum engineering / management; e) Atleast 1 personnel with experience in Geology & Geophysics (G&G) activities; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> f) Atleast 1 personnel with the experience of senior management (Board of Director or 1 level below it) in a company having operations in Exploration & Production. <p><i>Documents to be provided for fulfilling this criteria shall be the following:</i></p> <ol style="list-style-type: none"> 1. <i>Detailed CVs of the proposed personnel.</i> 2. <i>Employment certificate which indicates that the proposed personnel is/are on the rolls of the bidding company (ies), duly signed by the authorised signatories and statutory auditor of the bidder company.</i> 3. <i>Salary Slip of the proposed personnel for last three months (from date of submission of bid)</i>



- (ii) The bidders need to meet either of the above criteria to qualify for bid evaluation
- (iii) In case of a consortium, atleast one member company of the bidding consortium need to meet either of the above criteria for the bidding consortium to qualify for bid evaluation

6.0 Bid Rejection Criteria

- (i) The following shall lead to rejection of bids:
 - a. Any bid which does not conform to any of the requirements of the Bid Qualifying Criteria as under para 4 and/or of the Technical Qualification Criteria as under para 5;
 - b. Any bid which is submitted without the required documents as mentioned in “Format for Submission of Bids” incorporating all the information/details;
 - c. Any bid not accompanied by a Bid Bond (in the form of a Bank Guarantee from a Scheduled Commercial Bank) of adequate value and specified validity period
 - d. Any bid which is submitted with any assumptions / deviations which are inconsistent or not complying with the terms listed in the Notice Inviting Offer (NIO) and/or Model Production Enhancement Contract (MPEC);
 - e. Any bid which is not accompanied by the annual report incorporating the audited annual accounts for the latest completed year along with a Certificate of net worth from company's statutory auditor(s), based on the last audited annual accounts certifying the net worth of the bidding company;
 - f. Any bid which is submitted by a consortium in which any member company holds less than 26% of equity in the consortium;
 - g. Any bid which does not provides its consent/ agreement/ conformity to the Baseline Production mentioned in the bid document
 - h. If the hard copy of the required submissions is not received by the bid closing date
 - i. If the bidder is in a state of bankruptcy, liquidation, cease of operations, receivership, or other similar state, and is in the process of being placed in bankruptcy, liquidation, receivership, or other similar process has been initiated against it.

Notwithstanding anything in this NIO, OIL at its sole discretion reserves the right to accept or reject any or all of the bids received without assigning of any reason, whatsoever.



7.0 Bid Evaluation Criteria

- (i) All bids meeting all the criteria mentioned in the Bid Qualification Criteria and the Technical Qualification Criteria shall only be eligible for evaluation of their commercial bids
- (ii) The qualifying bids shall be evaluated based on following award criteria:
- a. The highest present value (PV) for OIL using a discount rate of 10% and using:
 - The Incremental Production Profile quoted (and Guaranteed) by the bidder to be delivered during the duration of the production enhancement contract (PEC) (i.e. 15 years) and
 - The percentage share of the Revenue realized from the sale of Incremental Production for OIL quoted by the bidder
 - b. OIL will only award the production enhancement contract if the PV level at 10% discount for its entire duration of 15 years is greater than zero
 - c. For Calculation of the PV / award criteria the following parameters will be used:
 - The Contract period shall be considered from 1st April 2020 to 31st March 2035
 - The Net Price of Crude Oil (i.e. net of sales tax, royalty and statutory levies) shall be considered as [USD 45.83 / Barrel]
 - The Net Price of Natural Gas (i.e. net of sales tax, royalty and statutory levies) shall be considered as [USD 2.85 / MMBTU] (based on FY 18-19 actual value)
 - 1 Ton of crude oil = 7.091 Barrel of crude oil (@ 0.8875 MT=1 KL & 1 KL=6.29297314 BBL).
 - d. The Bid Evaluation Criteria shall be as follows –
Bid Evaluation Criteria = PV (10%, 15 Years)¹ of {Incremental Oil Production X Percentage Revenue Share of OIL from Incremental production quoted by Bidder X Net Price of Crude Oil + Incremental Gas Production X Percentage Revenue Share of OIL from Incremental production quoted by Bidder X Net Price of Natural Gas}

PV value for the purpose of bid evaluation shall be rounded to two decimal points.

¹ Present Value at 10% discount rate for the contract period of 15 years. The discounting shall be done from the 1st year onwards.



(iii) **Tie Breaking**

In case of two or more bids with identical/ same PV (till the second decimal place), the bid with highest cumulative quoted Incremental Production (in O+OEG terms using 1 MMSKL = 1 BCM equivalence) for the entire duration of 15 years shall be awarded the production enhancement contract. Further if, the quoted cumulative Incremental Production for 15 years is same for two or more bids, the production enhancement contract shall be awarded to bidder with highest net worth (for avoidance of doubt, in case of a consortium the net worth shall be computed as weighted average net worth of all member companies of the bidding consortium based on their shareholding in the bidding consortium and in case if the currency of net worth provided by bidders are different, then the comparison shall be done in equivalent INR based on the exchange rate declared by the SBI, CAG Branch, Kolkata of one day prior to the price bid opening date for such evaluation). Provided further, if the quoted cumulative Incremental Production for 15 years is same for two or more bids, then the winner shall be decided based on the drawing of lots.

8.0 Scope of Work

- (i) OIL wishes to further develop these hydrocarbon reserves from the contract areas in a way that improves current production and ultimate recovery of hydrocarbons by application of safe and efficient operating practices and suitable techniques and technologies. Once the bidder is declared the successful bidder and the Contract is executed, the bidder shall be referred to as the Contractor. Including but not limited to the following, the scope of work for the production enhancement operations shall be:
- Improve the production and ultimate recovery of hydrocarbons by application of safe and effective operating practices, appropriate techniques and technologies;
 - the rehabilitation, reactivation and enhancement of the fields, generally in accordance with the relevant development plan as may be amended from time to time;
 - use all efforts to achieve the uninterrupted delivery of the baseline production to OIL;
 - the delivery of the incremental production to OIL as committed by the Contractor;
 - Observe all statutory and fiduciary duties during the transportation and handling of production from the fields to the applicable delivery points;
 - the delivery of production to OIL at the delivery points
 - the delivery of all the reports requested by OIL and the authorities.
 - The Contractor will arrange for funds and resources and apply its operating experience and the appropriate advanced technologies



- The Contractor will further develop / redevelop the fields subject to the law, subject to the terms and conditions of the production enhancement contract and in line with GIPIP
- The nature of the requested activities including, but not limited to the following shall be: project management, process management, allocation of resources, outsourcing, procurement, engineering, pre-commissioning, commissioning, testing, training and operating in relation to the contract scope of work
- The Contractor has to carry out all activities at the Contractor's sole expense. All costs incurred in the activities will be funded directly by the Contractor and shall be recoverable by the Contractor only from and to the extent of the fee.
- Contractor shall obtain and maintain in force throughout the entire operation period all required approval, permits, etc.
- Contractor shall carryout re-assessment of resources & reserves for the field and carry out additional assessment including seismic, logging, exploratory drilling and establishment of additional discovery / up gradation of reserves etc. within the defined field area
- Contractor to carry out all necessary drilling both exploratory and development either for up gradation of reserves or development of field including procurement, provisioning, fabrication, constructions, installation of all necessary facilities and systems including well drilling and completion materials and equipment both down hole and surface equipment (X-mass tree, well heads, flow arm etc.), facilities, pipelines and their hook-up with surface facilities for gathering & transportation.
- Integrated Asset development for production enhancement for improvement in recovery factor of the field.
- Reservoir health management in line with GIPIP (Good International Petroleum Industry Practices) including water injection and other IOR/EOR techniques.
- Surface facility improvement / Induction of new facilities: Design and engineering, purchase, acquisition, lease/hire, installation, commissioning of all facilities & equipment, pipeline & flow lines, storages, custody transfers, building, infrastructure, site preparation, transport, communication etc. necessary for operation of field.
- Carry out operation including production, processing, treatment and disposition of all kinds of effluents/vents, well and reservoir surveillance monitoring and management, artificial lift, stimulation, logging, zone transfer, water and gas shutoff, sand control or any other techniques & tools etc. which is required for efficient and optimum exploitation of reservoir / well / fields.
- Statutory clearance of identified locations for drilling/work over including land acquisition and site preparation for drilling/ work over.
- Application of practices of Health Safety and Environment as per Government guidelines and OIL's policy.
- Production management through asset management services and governance structure as proposed.



- Any other activity for reservoir health and production improvement/enhancement.
- Contractor to do all activities for identified field in a manner so as to increase production and recovery from the field by adopting best practices for reservoir management, induction and implementation of new technologies including EOR/ IOR schemes.
- Obtaining / acquiring / provisioning of all necessary utilities, power, fuel, water, chemicals and other inputs as may be necessary for exploration, drilling and efficient, optimum, regular operation, production, transport and transfer of produced hydrocarbon to the custody of OIL / consumer.
- Acquisition and obtaining of necessary consents, approval, licenses, registrations, land, lease, permissions etc. from all concerned agencies, statutory bodies and OIL, that may be necessary for completion of assessment and further development, production and operation of fields covered under the contract. OIL's authorized personnel will be signatory to all these requirements as per statutory provisions
- Management, monitoring, maintenance of all data & records, documentations, reporting, reviewing, management and communication with concerned agencies, Asset/Basin Manager and contract coordinator of OIL.
- Well maintenance and intervention activities for maintaining the health of every individual well of the field.
- Maintenance and observation of statutory & safety requirements of central/state/regulatory authorities for operation in the field.
- The maintenance, repairs and replacement of existing fixed infrastructure like pipe lines, installations, well sites, approach road to well sites etc. (which shall be used by the Contractor on 'as is where is' basis) the maintenance, repairs and replacement will be carried out by the Contractor at its cost.
- Transportation of produced crude oil and gas to the receiving stations, through laying pipelines or other means like tanker transportation.
- Evacuation of oil and gas from wells/ drilled/ monetized through pipelines or other means.
- Recruitment / hiring / provisioning of all necessary qualified and experienced, skilled / semi-skilled manpower in different required functional areas and expertise necessary for operation, maintenance and management of contract provisions while adhering to all existing rules & regulations on the subject is to be done by Contractor.
- Contractor shall provide all resources required to undertake the petroleum operations safely and efficiently.



9.0 Notification of Award and Mobilization Activities

- (i) OIL shall issue a Letter of Award (LOA) to the successful bidder and the contractor would undertake the following mobilization activities within the indicated timelines as follows:

Activity/ Conditions	Time Line from LOA Date
Furnishing Performance Bank Guarantee in accordance with the Article 14 of Production Enhancement Contract	30 Days
Nominate Contractor's Representative in accordance with the Article 4 of Production Enhancement Contract	15 Days
Nomination of the members of Joint Monitoring Committee by both Owner and Contractor	30 Days
Signing of Contract	45 Days
Mutual agreement between the Parties on the methodology of Measurement of Petroleum in accordance with the Article 8 of Production Enhancement Contract	90 Days
Submission of Field Development Plan to the Joint Monitoring Committee in accordance with the Article 6 of Production Enhancement Contract	120 Days
Submit a Mobilisation and Handover Plan to the Joint Monitoring Committee	180 days
Completion of Mobilisation and Handover of the Contract Area to the Contractor (subject to fulfilment of the above mentioned conditions in the specified timelines)	210 days

- (ii) In an event the successful bidder (or Contractor) fails to fulfil the above specified conditions/ activities, the Bid Bond or the Performance Bank Guarantee, whichever applicable, shall be encashed and forfeited.

10.0 Availability of Information

- (i) Notice Inviting Offers (NIO) giving details of the Contract Areas on offer, their geographical location on a map of India, the terms and conditions, bid format, a copy of Model Production Enhancement Contract (MPEC) will be made available at URL [<https://etender.srm.oilindia.in>]



- (ii) Field Information Dockets prepared by OIL for each Contract Area wherein the details of the fields on offer are available. These Dockets contain information on regional and local geology, concerned fields description, hydrocarbon discovery, Reserves (In-place and Ultimate) and a brief write-up of the field, wherever available, including details of wells drilled in the field. The Data Packages of the contract area on offer are available in digital mode. The digital data set comprising seismic data, navigation data and well-log data, special reports like well completion reports, etc., wherever available for purchase at a price of **INR 1,75,000 (or USD 2500) for all Contract areas on offer**. The said payment shall be made online in advance through NEFT/RTGS /ECS. The details for online transfer is provided below:

Beneficiary Account Name : Oil India Limited
Bank Name : State Bank of India
Branch : Duliajan
Branch Address : Duliajan, Dist-Dibrugarh
Bank Account No. : **10494832599**
Type of Account : Current Account
IFSC Code : **SBIN0002053**
SWIFT Code : SBININBB479

- (iii) The digital copies of the Field Information Dockets and Data Packages on work stations with interpretation facilities are available for use at data viewing centers at **E&D Directorate, Oil India Limited, NBCC Centre, 5th Floor, Plot No.2, Okhla Phase 1, New Delhi – 110 020**

- (iv) Companies interested in inspection of data, purchase of Field Information Docket and Data Packages and for any further details in this regard by **30th July 2019** may contact:

Address : **Asset Manager, Eastern Asset, Oil India Limited, Duliajan, Assam - 786602**

Phone : +91 374 2800429

E-mail : jppdas@oilindia.in; easternasset@oilindia.in

Website : <https://oil-india.com/>

- (v) The data viewing facility at **E&D Directorate** shall be available from **15th July 2019 to 15th September 2019**.



- (vi) The digital copies of the Field Information Dockets and Data Packages on work stations with interpretation facilities are available for use at data viewing centers at **E&D Directorate**. The charges of the access of data viewing facilities shall be as follows:

S.No.	Time Schedule (from date of opening of Data Viewing Facility)	Charges per day
1	First week	No charges
2	Second week onwards	INR 35,000 or USD 500

- (vii) In addition, the bidders shall also be allowed to visit the fields and related facilities between **15th July and 15th September 2019** on request. Only one visit per bidder per contract area and maximum of 5 personnel in the visiting team shall be allowed. The cost of such visit shall be borne by the bidder. The interested bidders would be required to submit a written request for field visit by **30th July 2019**.
- (viii) The details of existing gas sales contracts (if any) for the gas fields on offer have been provided in Annexure 2(B).

11.0 Bid Submission Date and Pre-Bid Conference

- (i) Bid along with all appendices and copies of documents (except copies of the documents required in physical form) should invariably be submitted in the **“Technical Attachments” Tab only** through OIL’s e-bidding portal <https://etender.srm.oilindia.in>, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed.
- (ii) The Techno- Commercial bid shall contain all details without indicating prices of the quoted items. The Commercial bid shall contain only the prices duly filled in the price format of OIL’s e-procurement tender. The Commercial bids submitted in physical form shall not be given any cognizance.
- (iii) Bids shall be submitted online through e-bidding portal (etender.srm.oilindia.in) not later than 11:00 hrs. IST on 20 December, 2019. All documents as mentioned at the e-bidding portal that require mandatory physical submission are to be submitted in duplicate in sealed envelopes, super-scribed “Confidential Bid documents – Production Enhancement Operations in Marginal Nomination Fields for Contract Area, not later than [12:45hrs] IST, 20th December, 2019 (the Bid closing date) at OIL, Contracts Office at Duliajan, Assam mentioned above. Non receipt of physical submissions shall lead to rejection of bids.



- (iv) The duly completed bid with no system error message can be ‘submitted’ in OIL e-bidding portal any time before the submission deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in OIL’s e-procurement portal till the submission dead line. The final submitted version of bid only shall be considered by OIL
- (v) No bid can be submitted after the submission deadline is reached. The system time that will be displayed on e-procurement web page shall decide the submission dead line.
- (vi) The bidders need to submit the Original copies in Physical form along with bid for each contract area, the following documents –
- Bid Bond/ Bid Security
 - Memorandum of Understanding/ Joint Venture, in case if the bid is submitted by a consortium
 - Power of Attorney in favour of the Authorized Signatory
- (vii) Bidders can bid for one or both contract areas. However, separate bid response will have to be submitted for each contract area. Any bid response with more than one contract area shall be rejected.
- (viii) Any change in the indicated schedule shall be communicated subsequently
- (ix) Pre-bid conference will be held tentatively on 17th September 2019 at 11:00 Hrs. (IST) at New Delhi/NCR (exact venue will be intimated nearer the time) for the purpose of clarification of points on technical and commercial matters related to this Documents. The interested parties would have to submit their pre-queries *through email to communications email provided vide Para 10 iv) above upto 31.08.2019. **Only those parties who submit pre bid queries within this date along with the necessary undertaking as per the bid document would be allowed to participate in the pre bid conference.***
- (x) Any modification to the Bidding Document which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of addendum(s) to the Bidding Documents and not through the minutes of the pre-bid meeting
- (xi) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder

12.0 Documents to be Submitted

- (i) The bidders need to submit the following documents along with their bid:

S.NO.	DESCRIPTION
1.	Bidding entity details
2.	Corporate information
3.	Notarized deed or declaration for bankruptcy, liquidation, cease of operations, receivership, or other similar state
4.	Information of technical capability – Criteria I



S.NO.	DESCRIPTION
5.	Information of technical capability – Criteria II
6.	Detailed CVs and Employment Certificate duly signed by Authorized signatory and statutory auditor
7.	Information of financial capability
8.	Documents evidencing the legal existence of the bidding company
9.	Audited annual reports
10.	Memorandum of understanding / joint venture agreement
11.	Payment related details
12.	Form 10f
13.	Undertaking for conformity to baseline production
14.	Undertaking for acceptance of existing processes
15.	Declaration by bidders for authenticity of information
16.	Undertaking for bid validity
17.	Certificate on relatives of directors of OIL
18.	Undertaking regarding GST credit (Copy of valid GST registration certificate under GST Legislations of India)
19.	Declaration on not being under banning orders issued by OIL
20.	Certificate of acceptance of tender conditions
21.	Certificate in respect of fraud prevention policy
22.	Power of attorney/letter of authorization for person bidding in online e-bidding portal
23.	Integrity pact
24.	Confidentiality and non-disclosure agreement
25.	Bank guarantee towards bid security / bid bond
26.	Certificate in respect of Policy on Climate Change & Sustainability



13.0 Other terms and conditions

(i) Parties to the Contract:

The parties to the contract shall be the OIL and the successful bidder or in case of a consortium, the members of the consortium. The Model Production Enhancement Contract (MPEC) may be referred to for the detailed terms and conditions of the contract. OIL reserves the right that it may at its sole discretion carry out amendments to the terms and conditions of the MPEC before signing to address specific contractual issues that may require such amendments

(ii) Participation by Companies:

Bidding is only allowed by incorporated companies, sole or in consortium. Bidding companies will have to:

- a) Provide Audited Financial Statements and Certificate of Net worth from its statutory auditors in accordance with the bid format to prove its financial capability.
- b) Submit Bid Bond as specified in this document.
- c) Provide satisfactory proof of technical capability and experience of the proposed.

(iii) Tender Fees:

No tender fee is applicable

(iv) Bid Bond:

Bidders will have to submit a Bid Bond of value INR 10,00,000 (Indian Rupees Ten Lakh Only) or equivalent in US Dollar 14,300 ("Bid Bond" or "Bid Security") per Contract Area in the form of Bank Guarantee from a Scheduled Commercial Bank valid for a period of 30 days from the date of bid validity. The same needs to be correspondingly extended for every extension of bid validity as indicated in para xii

The Bid Bond shall be encashed and forfeited in any of the following events:

- If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder
- If Bid is varied or modified in a manner not acceptable to OIL during the validity period or any extension of the validity duly agreed by the Bidder.
- If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) in the format as per Annexure 1(Y-2) within 30 days of notification of such acceptance
- If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact



- In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates.

Bid bond submitted with unsuccessful bids will be released after the issuance of LOA. The Bid Bond of the successful bidder will be returned on receipt of Performance Bank Guarantee and fulfilment of all the conditions of the LOA by the Contractor.

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

Bank Guarantee in the prescribed format as per Annexure 1(Y-1), valid for a period of 12 months. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.

The bidders will give Bank Guarantee from any of the following categories of Banks:

- Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India; OR
- Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank; OR
- Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

(v) Bank Guarantee:

The successful bidder will have to submit bank guarantee(s) as per the provisions of the Model Production Enhancement Contract and in the format as per Annexure 1(Y-2)

(vi) Unsolicited Communications:

In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis), the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication. Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

(vii) Submission of Forged Document:

Bidders should note that OIL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender.



In case at any stage of tendering process or Contract execution, if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, OIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit any Bid Security/Bank Guarantee submitted by the bidder.

The bidder shall be required to give an 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. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by OIL at its sole discretion

(viii) OIL's Policy on Sustainability:

Bidders should simply confirm that they have read the OIL's following "Policy on Sustainability" [https://oil-india.com/Document/OILs_SD_Policy_2013.pdf] and they are working upon to develop their policy as well.

- OIL is committed to enhance contribution to sustainable development through a greater integration of economic, environmental and social dimensions.
- OIL shall endeavor for GHG emission mitigation from our operations and participate in Kyoto and other protocol where India is a signatory. We shall strive to achieve quantifiable milestones in these aspects.
- OIL shall partner with sustainability advocacy organizations where our strengths are complementary and also actively propagate the idea of GHG mitigation at national and international operations where we are business partner. OIL shall develop and invest in advanced low carbon technologies to meet growing demand for affordable energy products while improving security of supply and reducing environmental impacts.
- OIL's aim shall be to achieve competitive business advantage from GHG abatement programs, particularly through process efficiency, besides improving environmental performance.
- OIL shall endeavor to develop new business opportunities through investment in climate change.
- OIL shall try to adopt triple bottom line accounting and reporting to raise awareness of the true cost and benefits.
- Above all, OIL shall make sustainability a foundation of our business strategy

(ix) GST Legislation:

'GST legislations' means 'any or all of the following legislations as may be applicable to the Bidder and OIL:



i	Central Goods & Services Tax Act, 2017;
ii	Integrated Goods & Services Act, 2017;
iii	Union Territory Goods & Services Tax Act, 2017;
iv	The respective State Goods & Service Tax Acts'
v	Goods and Services (Compensation to States) Act, 2017
vi	Customs Act and the Customs Tariff Act.

The fee paid to the contractor shall be determined in accordance with the provisions of the production enhancement contract and shall be inclusive of all applicable taxes, duties and levies including GST. All Taxes, duties and levies applicable on the fee, as applicable under the current law or fiscal legislation in India, shall be borne by the Contractor

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. OIL will not take responsibility towards this. However, wherever required and applicable, OIL shall provide the necessary documents as required under the notification(s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices

(x) Language of Bid:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL 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, duly authenticated by local chamber of Commerce of bidder's country. In the event of a conflict for purposes of interpretation of this bid, the translation in English shall prevail.



(xi) Validity Period of the Bid:

The Bid shall be valid for a period of 120 days from the date of bid closing date. (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. In exceptional circumstances, prior to expiry of the original bid validity period, the OIL 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 Security correspondingly

(xii) Transfer and Cost of Bidding Documents:

The Bidding document is not transferable.

Bidder shall bear all costs associated with the preparation and submission of its bid, and the OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(xiii) Digital Signature

The bid and all attached documents should be digitally signed using digital signature issued by an acceptable Certifying Authority(CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are to be made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.