OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

CORRIGENDUM NO. 3

Corrigendum No. 3 dated 19.12.2024 to **GeM Bid No. GEM/2024/B/5597001 for "*Hiring of Consultancy Service for DRIVE 2.0 of Oil India Limited*".**

A. This Corrigendum is issued to notify the following:

1. Comparison table is attached as **Annexure-I**
2. Responses to the queries are provide in **Annexure-A**
3. PQC is revised and attached as **Annexure-B**
4. SoW is revised and attached as **Annexure-C**
5. SCC is revised and attached as **Annexure-D**
6. Latest amended GCC attached as **Annexure-E**
7. Revised PROFORMA (Evaluation Sheet) is attached as **Annexure-F**.
8. Table 1,2,3,4 & 5 are also attached herewith.
9. Revised Price Bidding Format is also attached herewith.
10. Extension of dates:

    (i) Bid Closing Date & Time : Extended up to **07.01.2025 [1400 Hrs (IST)]**

    (ii) Bid Opening Date & Time : Extended up to **07.01.2025 [1430 Hrs (IST)]**

B. All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at https://gem.gov.in/ and www.oil-india.com.

MANAGER-CONTRACTS (S)

ANNEXURE – I

(A) The changes in the PQC/BEC-BRC of the tender along with comparison with the existing clauses

Sl No.	Clause Reference	Existing Clause	Revised Clause
1.	1.2.1 of PQC	**1.2.1** Bidder must have experience of successfully completed a work on consultancy assignments in Hydrocarbon Sector, on Strategy/Business Plan or Transformation/ Project or Program Management a work having value equal or more than **Rs. 9,82,53,400.00** during the last 07 (seven) years reckoned from the original bid closing date**.** **1.2.2** Bidder must have experience of successfully completed an assignment in Digital/IT/IOT/OT strategy formulation and/or such strategy implementation in Oil & Gas Sector having value equal to or more than **Rs. 9,82,53,400.00** during the last 07 (seven) years reckoned from the original bid closing date.	**1.2.1** Bidder must have experience of successfully completed a work on consultancy assignments in Hydrocarbon Sector, on Strategy/Business Plan or Transformation/ Project or Program Management a work having value equal or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date**.** **1.2.2** Bidder must have experience of successfully completed an assignment in Digital/IT/IOT/OT strategy formulation and/or such strategy implementation in Oil & Gas Sector having value equal to or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date.
2.	New Clause (Added)	-	If the bidder is submitting experience of its branch office / parent / sister / member of same network or member of same global firm, it may be considered provided a certificate is given by the bidding entity mentioning that they would be able to draw international resources/expertise from them (of whom experience is submitted for this tender) as and when required to fulfil the commitments during the contract execution.
3.	New Clause (Added)	-	In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting

			the experience criteria mentioned above, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.
4.	New Clause (Added)	-	(c) If a bidder qualifies the BEC Clause No. 1.2.1 & 1.2.2 on their own strength, then the experience of bidder shall only be considered for marking purposes under the Quality Criteria of QCBS. Under such condition, Experience of the parent/subsidiary [supporting company], even if submitted shall not be considered for QCBS marking. However, if a bidder qualifies based on the experience of their supporting company, the experience of the supporting company shall be considered for QCBS marking. (d) It shall be the bidder's responsibility to ensure submission of unambiguous/ clear and sufficient documentary evidence in support of the evaluation criteria. (e) No clarification w.r.t QCBS marking shall be sought from the bidders. Therefore, bidders must ensure that all documents (in toto) are submitted as part of original submission. In case of deficit submission of documents in the original bid to substantiate the Bid Evaluation Criteria viz: "BEC Clause 1.2.1, 1.2.2 & 1.2.3", clarifications if required may be sought from the bidders limiting to the original submissions only and no independent fresh submission (which has no reference in the original

			submitted bid) shall be considered/permitted. In such cases, the related documents (submitted against post-bid clarifications) if considered for BEC qualification (minimum requirement as per BEC clause 1.2.1 & 1.2.1) will also be considered for QCBS marking, however marks for Bid Quality shall be allocated corresponding to the minimum requisite quantum only as per BEC clause Nos. 1.2.1, 1.2.2 & 1.2.3. **For e.g.:** If a bidder submits only Contract documents for 03 (three) contracts against the experience sought in the BEC Clause No. 1.2.1 in their original bid but has not submitted Job Completion Certificate/Service Entry Sheet/Certificate of Payment for any of the contract, OIL may seek the Job Completion Certificate/Service Entry Sheet/Certificate of Payment for the 03 (three) contracts as a clarification against BEC Clause No. 1.2.1. Against the clarification, if the bidder provides all the necessary documents and if all the 03 (three) contracts are found to be compliant to BEC Clause No. 1.2.1, for QCBS marking purpose experience of only 01 (one) contract will be considered. (f) Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed below in CHECKLIST-QCBS and submit the same along with the technical bid. (g) Since bidder's qualification marks are linked with the experience of personnel, bidders should ensure that the same persons, whose CV's (as prescribed format) are part of the offer are deployed during the execution of the

			contract. An undertaking in this respect to be provided by the bidder. (h) OIL reserves the right to verify all data/document/information provided by the bidder. (i) In case, a bidder offers more key personnel than required as per clause 1.2.3, those with least qualified experience will be considered for QCBS evaluation. The bidder must ensure that the same personnel considered for QCBS evaluation are engaged throughout the execution of the contract. For example, let's assume a bidder has proposed two (02) names against Lead-Partner for Phase-I. In this case, the person having least qualified experience will be considered for QCBS evaluation and the same person needs to be engaged throughout the execution of the contract.
5.	3.7 of PQC	Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to the L-1 bidder only	Service is not splitable.
6.	3.8 of PQC	In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.	Deleted
7.	5.0 of PQC	AWARD OF CONTRACT: Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B). In the event of any other situation other than above, awarding shall be guided by GeM GTC.	AWARD OF CONTRACT: Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B). In the event of any other situation other than above, awarding shall be guided as below: **i)** In the event of two or more bids having the same **Evaluated Bid Score (B)**, the bid having the highest score

			against **Bid Quality Criteria** will be recommended for award of contract. **ii)** In case two or more bidders have same **Evaluated Bid Score (B)** and same scores against **Bid Quality Criteria**, the bidder with **highest turnover** in preceding year will be recommended for award of contract. **iii)** In the **QCBS** system, as the evaluation of the price is based on **Evaluated Bid Score** i.e., Combined score of both Quality & Cost (Quoted Price), **purchase preference policies (like Policy for MSE and PPLC etc.) shall not be applicable**.

ANNEXURE – I

(B) Changes in SOW and SCC along with its comparison w.r.t the existing Clauses

Sl No.	Clause Reference	Existing Clause	Revised Clause
1.	Notes to Clause No. 2.0 of SoW	Handholding support for Implementation of about 10 new Digital initiatives including setting up of CCC, mutually selected by OIL and the Consultant as identified in Phase-The consultant shall assist OIL's team in Pre-tender meetings, Preparation of RFP, Pre-bid meeting, Tender Clarification, Tender Evaluation (as per OIL's procurement policy and guidelines for goods and services), Issuance of LOA/LOI/ Purchase Order/Contract and implementation (Go-Live) of the digital initiatives among others.	Handholding support for Implementation of about 10 new Digital initiatives including setting up of CCC, mutually selected by OIL and the Consultant as identified in Phase-I. The consultant shall assist OIL's team in Pre-tender meetings, Preparation of RFP, Pre-bid meeting, Tender Clarification, Tender Evaluation (as per OIL's procurement policy and guidelines for goods and services), Issuance of LOA/LOI/ Purchase Order/Contract and successful implementation of digital initiatives among others.
2.	Notes to Clause No. 3.6 of SoW	The consultant team/personnel working under PHASE – I shall be different from the one deployed for PHASE – II to avoid conflict of interest	The successful bidder for the consultancy work can not take part in the bidding process for implementation of initiatives in Phase-II to avoid conflict of interest.
3.	Sl No. (iv), (v) & (vi) under Clause No. 6.0 of SoW	(iv) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution will be limited to 40% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity. (v) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 3% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract. (vi) In case of the next 10% replacement, the reduction in remuneration will be 5% and for the third 10%	(iv) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity. (v) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract. (vi) In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and

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<td>replacement the reduction will be 10% of the remuneration which would have been paid to the original personal.</td>
<td>for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage).</td>
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<td>4.</td>
<td>Clause No. 7.0 of SoW</td>
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<table>
<tr><th>Milestone</th><th>Payment (In %)</th></tr>
<tr><td>Preparation & finalization of specifications, vendor shortlisting terms etc.</td><td>15%</td></tr>
<tr><td>Floating of RFQ/Tender</td><td>10%</td></tr>
<tr><td>Handholding for resolving queries and other support for higher participation of vendors till submission of bids against RFQ and Support during evaluation of bids and finalization of Technical Scrutiny Report (TSR) culminating with issue of LOI for onboarding of vendors</td><td>15%</td></tr>
<tr><td>Post LOI till Implementation</td><td>60%</td></tr>
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<tr><th>Milestone</th><th>Payment (In %)</th></tr>
<tr><td>Preparation & finalization of specifications, vendor shortlisting terms etc.</td><td>10%</td></tr>
<tr><td>Floating of RFQ/Tender</td><td>5%</td></tr>
<tr><td>Handholding for resolving queries and other support for higher participation of vendors till submission of bids against RFQ and Support during evaluation of bids and finalization of Technical Scrutiny Report (TSR) culminating with issue of LOI for onboarding of vendors</td><td>15%</td></tr>
<tr><td>Post LOI till Implementation</td><td>70%</td></tr>
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ANNEXURE – I

5.	Sl No. 2 of SCC (Section-II of STC)	Within 15 days after issue of LOA The following activities to be performed during the Mobilization Period: 1. Completion of Kick-off meeting, Deployment of Consultant's team at OIL's FHQ. 2. Submission of NDA (Non-Disclosure Agreement)	Within 15 days after issue of LOA The following activities to be performed during the Mobilization Period: 1. Completion of Kick-off meeting, Deployment of Consultant's team for Phase-I at OIL's FHQ. (The vendor may depute their requisite team members for the Kick-off meeting. However, Team members for the activities of Phase-I & Phase-II to be engaged as per the terms of the tender) 2. Submission of NDA (Non-Disclosure Agreement)
6.	Sl No. 3 of SCC (Section-II of STC)	30 (Thirty) months	30 (Thirty) months from the date of commencement of operation i.e. after completion of mobilization. Phase-I: Six (06) months (Exploring and identifying new Digital initiatives in line with OIL's digital strategy covering all businesses/ operational areas of OIL) Phase-II: Twenty-Four (24) months (Implementation for 10 new Digital initiatives mutually selected by OIL and the Consultant as identified in Phase-I) Note: There will be no gap between Phase-I & Phase-II. Phase-II shall start immediately after the completion of Phase-I.

Note: For details, please refer to the modified PQC/BEC-BRC, SOW & SCC of the tender.

Annexure - A

Deloitte Touche Tohmatsu India LLP		
Sl. No	**Tender Clause & Bidder Query**	**Response**
1.	Notes to BEC Clause No. 1.2.1, 1.2.2 & 4.3 (Pg. no. 31 & 43) & We request OIL to add below clause: "Technical experience & resources/expertise of the bidding entity's branch office/ parent/ sister/member of same network or member of same global firm may be considered for the eligibility criteria and evaluation criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments." *Rationale: We understand that project experience sought in this technical evaluation criteria stipulates to provide credentials of global consultancy assignments. The global assignments are undertaken by the entities in the corresponding geography. These entities are separate legal and independent entities and are referred as a network of member firms. Thus, we request OIL to kindly allow to provide technical experience of the bidding entity's* *branch office/ parent/ sister/member of same network or member of same global firm as well. Additionally, as a general practice followed by most of the PSUs/ Ministries, technical experience and resources of the bidding entity's branch office/ parent/ sister/member of same network or member of same global firm is considered.*	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. I under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

2.	Notes to BEC Clause No. 1.2.1 & 1.2.2 (Pg. no. 31) & Request OIL to kindly add a clause as under: "In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO/ Head of bidding entity/ MD/Partner of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted." Rationale: As an industry practice, the tenders floated by Indian PSUs allow the bidders to certify the project experience by CEO/ CFO/ Head of bidding entity/ MD/Partner of the company along with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant/ TPIA/ Chartered Engineer (not being an employee or a Director or not having any interest in the bidder(s) company / firm)	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. J under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.
3.	PQC - Clause No. 4.2 (Pg. no. 38) & <u>Computation Table:</u> It is mentioned that for "Experience of the team", we need to provide input as per Table-3, Table-4 and Table-5 for Leader Partner, Project Manager & Management, Technology and Domain Consultants respectively. We request OIL to kindly share the Table-3, Table-4 and Table-5 as we could not find in the tender documents.	The respective tables have been attached with Corrigendum No. 2. The same has also been shown to the participants in the pre-bid meeting.
4.	Introduction - Clause No. 5.3 (Pg. no. 4) & Existing clause stipulates as under: "In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card,	This is a standard clause across all tenders. Hence, no change can be made to this clause.

	latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number." We request OIL to kindly modify the clause as under: "In case of Partnership Firm, Copies of ~~**Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and**~~ **PAN card,** GSTIN number **and list of all Partners of the bidding firm.**" **Rationale:** We have more than 300 Partners in our firm. Documents sought in the clause are personal and of confidential nature. Accordingly, we request OIL to kindly modify the clause as stated above.	
5.	APPENDIX-1 of the tender (Pg. no. 158) & <u>Declaration About Bidder's Financial Standing:</u> Existing clause stipulates as under: "(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law. (OR) (2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us." We request OIL to kindly modify the clause as under: "(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under the any law in India. ~~(OR)~~ ~~(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us."~~	No change can be made in company approved formats
6.	APPENDIX-2 of the tender (Pg. no. 159) &	No change can be made in company approved formats

	<u>Declaration that bidder is not under holiday list/delisted/blacklisted/debarred in OIL:</u> Existing clause stipulates as under: " We, (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL." We request OIL to kindly modify the clause as under: " We, (Name of the bidder) hereby declare that neither our ~~company~~ firm nor ~~any of its allied concerns~~, partners ~~or associates~~ or directors ~~or proprietors~~ involved in the proposed engagement team ~~any capacity~~, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL."	
7.	SCOPE OF WORK (SOW) - Clause No. 7.5.2 (Pg. no. 62) & <u>Payment terms</u>: Original clause: During the period of Post LOI till Implementation, for each initiative, four (4) milestone payments (25% each) shall be made upon completion of every 25% activity-based progress which shall have to be endorsed by stakeholder department. For each initiative, the 4th milestone activities shall include successful implementation along with submission of its Outcome Analysis Report. Request OIL to delink the payment to consultant from successful implementation. Rationale: The payment of consultant should be linked entirely to our performance in monitoring and project management (PMO).	No change can be made to the said clause.

8.	SCOPE OF WORK (SOW) - Clause No. 7.5 (Pg. no. 61 & 62) & <u>Payment terms</u>: Request OIL to kindly modify the payment terms for Phase-2 as mentioned in Appendix-1 below.	The said clause has been revised. Please refer to the revised SoW.
9.	SCOPE OF WORK (SOW) - Clause No. 6.0 (Pg. no. 60) & <u>Substitution of Key Personnel:</u> Original clause: "(iv) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity. (v)Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% ofthe remuneration which would have been paid tothe original personal, from the date of thereplacement till completion of contract. (vi)In case of the next 10% replacement, thereduction in remuneration may be equal to (say)10% (ten percent) and for the third 10%replacement such reduction may be equal to(say) 15% (fifteen percentage)." Query: Request OIL to kindly modify the clause as under: "(iv) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal allowed, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity. (v)Replacement of first 10% of keypersonnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the	Certain relaxation has been considered in the clause. Please refer to the revised SoW.

	original personal, from the date of the replacement till completion of contract. (vi)In case of the next 10% replacement,the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage)." Rationale: This is a long duration project (2 years 6 months). In such a long tenure, due to unforeseen circumstances, situation might arise for substitution of key personnel. Also, the subject tender is for an outcome driven project and not a time driven project. The construct of the above clause is generally applicable for time driven projects.	
10.	Special Conditions of Contract (SCC) - Clause No. 2.0 (Pg. no. 102) & <u>Mobilization:</u> Original Clause: "Within 15 days after issue of LOA The following activities to be performed during the Mobilization Period: 1.Completion of Kick-off meeting, Deploymentof Consultant's team at OIL's FHQ" Query: We request OIL to kindly allow for working of Consultant's team in hybrid mode and modify the above clause. Rationale: The subject tender is for an outcome driven project and not a time driven project. The construct of the above clause on deployment of team at headquarters is generally applicable for time driven projects. Accordingly, we request OIL to kindly allow for working of Consultant's team in hybrid mode.	No change has been made to this clause.
11.	Proforma-V - Clause No. c (Pg. no. 112) & <u>Form of Bid Security (Bank Guarantee Format):</u> Original Clause: "We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(Date of Expiry of BG PLUS one year claim period)."	The existing BG format is a standard format maintained across all tenders and the bidders in all other tenders have been submitting the BGs in the same format without any issue. Therefore, no change in the format will be considered for acceptance of BG.

	Query: Request OIL to kindly revise the above clause as under: "We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us and we receive a written claim or demand on or before _____(Date of Expiry of BG PLUS one year claim period)."	
Ernst & Young LLP		
Queries on Scope of Work		
Sl. No	**Tender Clause & Bidder Query**	**Response**
1.	Scope of Work (SoW) - Clause No. 2.0 (Pg. no. 47) & Please modify the clause as per below - Phase-II: Handholding support for Implementation of about 10 new Digital initiatives including setting up of CCC, selected by OIL with support from Consultant and basis the prioritization matrix suggested by them, as identified in Phase-The consultant shall assist OIL's team in Pre-tender meetings, Preparation of RFP, Pre-bid meeting, Technical Clarification, Inputs for Technical Evaluation (as per OIL's procurement policy and guidelines for goods and services), Technical Support for Issuance of LOA/LOI/ Purchase Order/Contract and monitoring of digital initiatives.	The said clause has been slightly modified. Please refer to the revised SoW.
2.	Scope of Work (SoW) - Clause No. 2.1 (B) (Pg. no. 58) & The consultant shall assist OIL in the tendering process (as per OIL's procurement policy and guidelines for goods and services) for vendor selection to Implement the projects. This includes the following: • Eligibility criteria, vendor identification, Technical Specifications of the desired solution including the standards & Guidelines adopted.	The said clause has been slightly modified. Please refer to the revised SoW.

	• Assistance during pre-tender/ pre-bid conference to provide technical clarifications to the vendors. • Assistance in preparing replies for any post bid Technical queries. • Assistance in providing framework for Technical evaluation of bids and preparation of compliance report. • Operating model for implementation • Inputs to Technical Bid evaluation. • Technical Inputs for Issuance of LOA/LOI/Purchase Order/Contract • Monitoring of digital initiatives.	
3.	Scope of Work (SoW) - Clause No. 3.6 (Pg. no. 58) & Please clarify what kind of conflict of interest in envisaged.	The said clause has been revised for better clarity. Please refer to the revised SoW.
4.	Scope of Work (SoW) - Clause No. 6.0 (Pg. no. 60) & Since the contract is based on a lump-sum payment structure with milestone deliverables, and payments are contingent on the completion of these deliverables, this clause is not applicable. We kindly request that it be removed.	No change will be made to the clause.
5.	Scope of Work (SoW) - Clause No. 7.7 & 7.8 (Pg. no. 62) & Since the contract is based on a lump-sum payment structure with milestone deliverables, and payments are contingent on the completion of these deliverables, this clause is not applicable. We kindly request that it be removed.	No change will be made to the clause.
6.	Scope of Work (SoW) - Clause No. 7.5 (Pg. no. 61) & We request Oil India to add following clause: Oil India shall endeavour to review and approve the Phase-I deliverables within 21 days of submission by the Consultancy Firm's. After acceptance of Phase-I work, Oil India shall issue a go-ahead for Phase-II. The consultant shall commence phase II within 10 days of receiving go ahead from Oil..	Clarified during the pre-bid meeting and no change will made to the existing clause.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

7.	Scope of Work (SoW) – Phase 2 Payment Terms (Pg. no. 62) & Request to amend the Payment terms for phase 2 : 1. Preparation of specifications, vendor shortlisting terms etc: 15% 2. Finalization of specifications, vendor shortlisting terms etc - 15% 3. floating of RFQ/tender : 15% 4. Handholding for resolving queries and other support for higher participation of vendors till submission of bids against RFQ : 15% 5. Support during evaluation of bids and finalization of RFQ : 15% 6. Issue of LOI for onboarding of vendors : 15% 7. Post LOI till implementation: 10%	The said clause has been revised. Please refer to the revised SoW.
8.	Scope of Work (SoW) – Payment Terms (Pg. no. 62) & Please amend the clause as below: 7.5.1 In case of retendering due to non-receipt of bids or techno-commercial qualified bids, Consultant shall support OIL on a payable basis. 7.5.2 Please clarify how the activity-based progress will be tracked. Since the progress and completion of implementation will depend on the specific vendors and may be beyond the control of Implementation Support consultant, we propose to make the payment for the Post LOI till Implementation on a man-month basis.	Clarified during the pre-bid meeting and no change will made to the existing clause
9.	Scope of Work (SoW) – Clause No. 8.0 (Pg. no. 63) & Liquidated Damages for delay in timely mobilization and completion: Request to deduct penalty phase wise value not on the total contract value.	No change will made to the existing clause
	Queries on PQC & QCBS	
10.	QCBS Criteria – (Pg. no. 39) &	The tables has been attached with the Corrigendum.

	Table 1, 2 & 3 cannot be found- please share all the tables required to be filled.	
11.	PQC & QCBS – (Pg. no. 30 & 44) & Please add following clause: For the purpose of experience given under item no. (A), Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity/parent entity mentioning that the bidding entity would be able to draw resources/expertise from parent/sister entity as and when required to fulfil their commitments. Similar clause was there in earlier RFP from Oil India Limited in tender no CLG9968L19 DT. 07.12.2018 for ENGAGEMENT OF CONSULTANCY SERVICE FOR DEVELOPMENT AND IMPLEMENTATION OF DIGITAL ROADMAP OF OIL INDIA LIMITED. RFP attached for your reference.	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. I under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.
12.	PQC – (Pg. no. 30) & Request to consider similar criteria for PQC also as due to NDA, it is not possible to share Purchase order/ Contract copy/ completion certificate from client. Similar clause was there in earlier RFP from Oil India Limited in tender no CLG9968L19 DT. 07.12.2018 for ENGAGEMENT OF CONSULTANCY SERVICE FOR DEVELOPMENT AND IMPLEMENTATION OF DIGITAL ROADMAP OF OIL INDIA LIMITED. RFP attached for your reference.	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. J under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.
13.	PQC & QCBS – (Pg. no. 30 & 44) & <u>Against Sl. No. II- a to c:</u> In addition to CEO / Head of bidding entity/ CFO of the bidding organisation, we also request to add Authorised signatory- who is the POA holder to also be the certifying authority from the firm for the PQC & QCBS Documents.	Response against Sl No. 14 above to be referred.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

14.	QCBS – (Pg. no. 42) & Please share case study.	A Case study has been attached with the Corrigendum.
KPMG Assurance and Consulting Services LLP		
Sl. No	**Tender Clause & Bidder Query**	**Response**
1.	PQC: Technical evaluation criteria- Clause No. 1.2.2 (Pg. no. 2 of 17) & Since the kind of project requested is transformational and extremely strategic in nature as well as the value of the project is on the higher side, we would earnestly request if Client could reconsider allowing projects completed during the last 10 (ten) years ending against this clause.	The duration specified in the aforementioned clauses has been revised to 10 years. Please refer to the revised PQC.
2.	PQC: Technical evaluation criteria- Notes to BEC Clause No. 1.2.1 & 1.2.2 (Pg. no. 3 of 17) & The consultant might have entered into a strict NDA with their Clients which restricts us to share any agreements/contracts including the signed NDA along with any third party. In those cases, we would not be able to share WO and/or Completion certificates for the projects. Hence, we would request Client to kindly accept a detailed undertaking and Self-certification from the CEO /CFO /COO / Managing Director/ Chairman/ Country Head of the bidding entity. However, the self certification should clearly indicate the following: Nature of Client Brief of work Contract Period Date of Completion Value of work executed The self certification can further be ratified by a practicing CA/ Statutory Auditor with a UDIN no. We would like to mention that the above is accepted as supporting documentation in all navratna and maharatna PSU's under MoPNG. Also this clause has been allowed in the QCBS section. Request Client to kindly allow this in the PQC section as well.	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. J under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

3.	Addition of member (Pg. no. 3 of 17) & If the bidding entity is submitting annual turnover/ experience/credentials of its branch office/ parent/ sister/ subsidiary/ sublicensee/member of same network of firms or member of same global firm, it shall be considered against the PQC and Technical Bid Evaluation Matrix provided a certificate is given by the authorized signatory of the bidding entity clearly mentioning that they would be able to draw international resources/ expertise from them as and when required to fulfill the commitments. - This is a very common clause and have been included in all recent PSU tenders. This helps us in ensuring we can leverage our global offices and draw international resources as and when required.	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. I under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.
4.	Scope of Work (SoW)Clause No. 3.0 (Pg. no. 6 of 18) & Key Deliverables under module 2: Please elaborate the requirement of end-state techno functional specifications. Does it mean the techno-functional specifications of key modules/components of the architecture.	No change will be made to the said clause. Clarification provided during the Pre-bid meeting is given below: "The integrated information architecture of the initiative to have clearly defined functional and technical specifications of associated modules/components pertaining to that initiative."
5.	Scope of Work (SoW)Clause No. 4.0 (Pg. no. 7 of 18) & Key Deliverables : The budgetary cost estimate for all 20 initiatives can not be provided with 3 BQs from vendors at end of module 4. The estimates submitted at end of module 4 can be only with best effort estimates from the consultant.	No change will be made to the said clause. Clarification provided during the Pre-bid meeting is given below: The financial analysis for all 20 initiatives needs to be done by the Consultant. BQs would be required for the 10 finalized initiatives of Phase-I.
6.	Scope of Work (SoW)Clause No. 5.6 (Pg. no. 9 of 18) & Module 5 :	Change management plan will be prepared by consultant and executed by OIL

	The scope is limited to submission of change plan. Execution of change management plan should be in OIL's scope. Please clarify.	
7.	Scope of Work (SoW) Clause No. 5.7 (Pg. no. 9 of 18) & Module 5 : The organogram / org structure will be limited to only DRIVE program or will it cover the wider organization of OIL.	Limited to DRIVE initiatives only.
8.	Scope of Work (SoW)Clause No. 5 (Pg. no. 10 of 18) & Key Deliverables : Likely investment in phase 1 report can not be on basis of 3 BQs. It will be based on the best effort assessment done by the consultant. Please clarify.	Understanding is correct
9.	Scope of Work (SoW)Clause No. 5 (Pg. no. 10 of 18) & Key Deliverables : The benefits to be accrued after phase 2 should be quantified in phase 1 report itself? Please clarify.	The benefits need to be specified so that the initiatives can be presented to OIL's management for selection purpose.
10.	Scope of Work (SoW)Clause No. 5 (Pg. no. 10 of 18) & Key Deliverables : Apart from CCC, there will be 9 RFPs to be prepared in Phase II. Please confirm this understanding.	Understanding is correct
11.	Scope of Work (SoW)Clause No. 7.5 (Pg. no. 16 of 18) & The payment terms for Phase 2 : Please clarify that the payment of x% (10%, 5%, 15%) will be equally split between 9 RFPs because	Payment distribution in 10 initiatives (CCC is one of the 10 initiatives) as per payment terms of Phase-II.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

	RFP for CCC will have been prepared and floated as part of Phase 1.	
12.	Scope of Work (SoW)Clause No. 7.5 (Pg. no. 17 of 18) & The payment terms for Phase 2 : KPMG requests to revise the percentage payment to 20% at the stage of RFP preparation.	The said clause has been revised. Please refer to the revised SoW.
13.	Scope of Work (SoW)Clause No. 7.5 (Pg. no. 17 of 18) & The payment terms for Phase 2 : KPMG requests to revise the percentage payment to 60% at the stage of RFP preparation.	The said clause has been revised. Please refer to the revised SoW.
14.	Scope of Work (SoW)Clause No. 7.6 (Pg. no. 17 of 18) & The payment terms for Phase 2 : Please allow a no-penalty replacement of 50% team over the 2 year period. 50% of the Phase II team is practically 3 people. Change of team will allow the consultant to position suitable resources with respect to initiatives being implemented.	Certain relaxation has been considered in the clause. Please refer to the revised SoW.
15.	Scope of Work (SoW)Clause No. 7.7 & 7.8 (Pg. no. 17 of 18) & Please remove the penalty clauses for team member replacement. The team will be replaced only with prior approval of OIL EIC and with an equivalent or higher qualified resource.	Certain relaxation has been considered in the clause. Please refer to the revised SoW.

Responses to queries held in Pre-Bid Meeting held against GEM/2024/B/5597001 (**Annexure – A)**

	PricewaterhouseCoopers Private Limited	
Sl. No	**Tender Clause & Bidder Query**	**Response**
1.	Acceptance: If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	Already clarified. Also please refer to Sl No. 2 under Table – A of the SCC (Section – II of the STC) and revised SoW.
2.	SoW – Clause 7.4 & Payment terms for Phase 2: In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	The said clause has been revised. Please refer to the revised SoW.
3.	Documentary Evidence to be submitted by bidders along with their offers: Request to include below clause for 4.3 (A) Against Sl. No. (I) a to b of above table:- In case bidder expresses its inability to submit necessary documents i.e. copies of work order and	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. I under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.

	completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons)in support of meeting the experience criteria mentioned in the QCBS table, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.	
4.	Network Firm clause: Request to include below clause to help us provide required credentials as part of evaluation criteria- Experience of the Parent/Holding Company/its subsidiary or subsidiary companies/its branch offices/its associates/member of same network or member of same global firm shall also be acceptable provided a certificate is given by the bidding entity and the firm whose experience is being used, mentioning that they would be able to draw resources/expertise (national or international, as required) from them as and when required to fulfil commitments of this tender. Experience of the member of same network or member of same global firm shall also be acceptable provided a certificate is given by the bidding entity and the firm whose experience is being used, mentioning that they would be able to draw resources/expertise (national or international, as required) from them as and when required to fulfill commitments.	The aforesaid query has been reviewed and a new clause has been incorporated in Sl. No. J under Notes to BEC Clause No. 1.2.1 & 1.2.2: of the PQC/BEC-BRC.

PRE-QUALIFICATION CRITERIA (PQC)

BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)

1.0 BID EVALUATION CRITERIA (BEC):

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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 will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.1 ELIGIBILITY CRITERIA:

The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as mandated under Public Procurement (Preference to Make in India) Order, 2017 (as amended time to time).

(c) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

1.2 TECHNICAL EVALUATION CRITERIA:

1.2.1 Bidder must have experience of successfully completed a work on consultancy assignments in Hydrocarbon Sector, on Strategy/Business Plan or Transformation/ Project or Program Management a work having value equal or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date**.**

1.2.2 Bidder must have experience of successfully completed an assignment in Digital/IT/IOT/OT strategy formulation and/or such strategy implementation in Oil & Gas Sector having value equal to or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date.

1.2.3 Experience of Team members for both Phase-I & Phase-II:

A. Lead Partner must have the following experience:

(i) Minimum 15 years of work experience of which 10 years of experience in Hydrocarbon sector as Lead Partner in PSUs, government agencies/ ministries, public limited companies prior to original bid closing date.

(ii) Experience of consulting assignments focussing on Strategy/Business Plan or Transformation/Project or Program Management in Hydrocarbon sector AND experience of assignments focussing in Digital/IT/IOT/OT in Hydrocarbon sector.

B. Project Manager must have the following experience:

(i) Minimum 8 years of work experience of which 5 years of experience in Hydrocarbon sector as Project Manager in PSUs, government agencies/ ministries, public limited companies prior to original bid closing date.

(ii) Experience of consulting assignments focussing on Strategy/Business Plan or Transformation/Project or Program Management in Hydrocarbon sector AND experience of assignments focussing in Digital/IT/IOT/OT in Hydrocarbon sector.

C. The Management consultant(s) should have minimum of 5 years of overall experience of which 2 years experience in Strategy in Hydrocarbon sector.

D. The Domain consultant(s) in Petroleum Geology & Reservoir Engineering, Petroleum Geophysics, Crude Oil & Natural Gas Production

and Transportation, Hydrocarbon Drilling Operations should have minimum of 6 years of overall experience of which minimum of 3 years experience in Hydrocarbon E&P Sector.

E. **The Technology consultant(s)** should have minimum of 5 years of work experience of which 3 years experience in Data Science, AI & ML and IOT.

Documents to be submitted to substantiate BEC Clause 1.2.3 (A, B, C, D & E) above:

Bidder must submit, along with the bid, CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country Head along with the bid. In case there are any changes in personnel due to some unavoidable reasons, prior approval from OIL shall be taken before deployment meeting the requisite qualifications / experience given in the tender.

Notes to BEC Clause No. 1.2.1 & 1.2.2:

A. For proof of requisite Experience (against Clause No. 1.2.1 & 1.2.2), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

(i) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order (WO) showing detailed scope of work,

AND

(ii) Job Completion Certificate showing:

(a) Gross value of job/quantity done
(b) Nature of job done and Work order no. / Contract no.
(c) Contract period and date of completion

OR

SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

(a) Work order no. / Contract no.
(b) Gross value of jobs/quantities done
(c) Period of Service
(d) Nature of Service

B. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

C. In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date.

D. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/quantity/period, as stipulated under Clause No. 1.2.1 & 1.2.2 will only be treated as acceptable experience.

E. Following work experience will also be taken into consideration:

(a) If the prospective bidder is executing work as defined in Clause No. 1.2.1 & 1.2.2 in which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

(c) If the prospective bidder has executed work as defined in Clause No. 1.2.1 & 1.2.2 is a component of a contract.

- In case the documents submitted as per **Para B** above, are not sufficient to establish the volume/value/quantity/period of the work as defined Clause No. 1.2.1 & 1.2.2 against **Para E (a), (b) & (c)** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of work as defined Clause No. 1.2.1 & 1.2.2 which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

F. Experience of executing work as defined Clause No. 1.2.1 & 1.2.2 through 'sub-contracting' shall not be considered for evaluation.

G. Work as defined Clause No. 1.2.1 & 1.2.2 executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

H. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

I. If the bidder is submitting experience of its branch office / parent / sister / member of same network or member of same global firm, it may be considered provided a certificate is given by the bidding entity mentioning that they would be able to draw international resources/expertise from them (of whom experience is submitted for this tender) as and when required to fulfil the commitments during the contract execution.

J. In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned above, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.

1.3 FINANCIAL EVALUATION CRITERIA:

(i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 3,93,01,400.00 (Rupees Three Crore Ninety-Three Lakh One Thousand Four Hundred)** only.

(ii) Net worth of bidder must be positive for preceding financial / accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause No. 1.3:

A. For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XV.**

OR

(ii) Audited Balance Sheet along with Profit & Loss account.

*Note:

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

C. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

2.0 COMMERCIAL EVALUATION CRITERIA:

2.1 The bids are to be submitted in **Single stage under Two Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway**

2.2 The bidder must enter an all-inclusive price (including GST) against the "**OFFER PRICE**" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under "Financial Documents" on GeM portal.

Note: The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

2.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before the bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be **₹ 39,30,000.00**. Bid Security should be valid for a minimum period of **165 days** from original bid closing date. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 9.0. **Exemption from submission of bid security shall be governed by the relevant provisions of GeM GTC**.

Any bid accompanied by bid security with validity **shorter than 165 days** from original bid closing date and/or Bid security amount less than **₹ 39,30,000.00/- only** shall be rejected straightaway.

Note: In case the bidder submits Bid Security in the form of Bank Guarantee (BG), the BG must be as per format prescribed in **PROFORMA-V** and the same shall be valid for 165 days from original bid closing date.

2.5 Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.

2.6 Bids shall be typed or written in indelible ink.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

(i) Firm price
(ii) EMD/ Bid Bond
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Mobilization Period
(xvi) Integrity Pact

2.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Unpriced Techno-Commercial Bid.

2.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA- XIII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

2.13 Bidder must submit the duly filled **Technical Evaluation checklist** (PROFORMA-XV), **Commercial Checklist** (PROFORMA-XVI), **Proformas** and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

2.14 Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

2.15 Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors

or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.

3.0 PRICE EVALUATION CRITERIA:

3.1 Price bids shall be opened in respect of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

3.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

3.3 Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.

3.4 Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".

3.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

3.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined as per Clauses 4.0 & 5.0 below.

3.7 Service is not splitable.

3.8 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.

3.9 If a bidder quotes NIL total charges/consideration, the bid shall be treated as unresponsive and will not be considered.

3.10 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

3.11 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

3.12 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

3.13 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

4.0 **EVALUATION METHODOLOGY**: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

4.1 Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 80 and the weightage for the 'Quoted' price is 20.**

An Evaluated Bid Score (B) will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \frac{\mathbf{C\,low}}{C} \times 100 \times \mathbf{X} + \frac{\mathbf{T}}{T\,high} \times 100 \times \mathbf{Y}$$

where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.2 (The weightage for "Quoted price" is 20 %)

Y = 0.8 (The weightage for "Quality" is 80 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

4.2 The marks allocated against various sub-sections under Quality of Bid shall be as under:

Computation Table

Sl. No.	Criteria	Scoring metric	Max. marks on sub criteria
	Technical Score	**Maximum Mark 100**	
I	**Experience of the Firm**	**Maximum Mark 40**	
a	Number of Consultancy assignments completed in India or outside India, in Hydrocarbon Sector, on Strategy / Business Plan or Transformation/ Project or Program Management, in the last 7 years, preceding the date of original bid closing of this tender, where executed value is greater than Rs. 4 Crore/ USD 0.5 Mn (incl. of taxes).	**Maximum Marks**	**20**
		Number of Projects = 4	5
		Number of Projects ≥5 and ≤7	10
		Number of Projects ≥8 and ≤11	15
		Number of Projects ≥12	18
		If the project list have experience of at least one project in India, additional 02 Marks shall be awarded. *Provide input as per Table-1*	02
b	Number of Consultancy assignments completed in India or outside India, in Hydrocarbon Sector, on Digital & IT Strategy/Plan and/or implementation of Digital	**Maximum Marks**	**20**
		Number of Projects = 4	5
		Number of Projects ≥5 and ≤7	10
		Number of Projects ≥8 and ≤11	15
		Number of Projects ≥12	18

	Projects/initiatives, in the last 7 years, preceding the date of original bid closing of this tender, and executed value greater than Rs. 4 Crore/ USD 0.5 Mn (incl. of taxes).	*If the project list have experience of at least one project in India, additional 02 Marks shall be awarded.* *Provide input as per Table-2*		02
II	**Experience of the team** (*Provide input as per Table-3)*	**Maximum Marks 40**		
a	**Leader Partner:** Experience in project management as **Lead Partner** in Projects in PSUs, government agencies/ministries, public limited companies	**Maximum Marks**		**12**
	Experience in years:	**Maximum Marks**		4
		Overall Experience ≥ 18 years	2	
		Overall Experience ≥ 15 years and <18	1	
		Experience in hydrocarbon sector ≥ 12 years	2	
		Experience in hydrocarbon sector ≥ 8 years and <12	1	
	Experience of Consulting assignments focussing on Strategy / Business Plan or Transformation/ Project or Program Management in Hydrocarbon sector:	**Maximum Marks**		4
		Assignment in PSU	1 (one) mark each	
		Assignment in sectors other than PSU	0.5 mark each	

		The total marks for the above assignments shall not exceed 4		
	Experience of assignments focussing on Digital & IT in Hydrocarbon sector:	**Maximum Marks**		4
		Number of projects	1 (one) mark each *The total marks for the above assignments shall not exceed 4*	
b	**Project Manager** Experience in project management as **Project manager** in Projects in PSUs, government agencies /ministries, public limited companies (*Provide input as per Table-4)*	**Maximum Marks**		**10**
	Experience in years:	**Maximum Marks**		4
		Overall Experience ≥ 12 years	2	
		Overall Experience ≥ 10 years and <12	1	
		Experience in hydrocarbon sector ≥ 8 years	2	
		Experience in hydrocarbon sector ≥ 5 years and <8	1	
	Experience of Consulting assignments focussing on Strategy / Business Plan or	**Maximum Marks**		3
		No. of assignments	0.5 marks each	

	Transformation/ Project or Program Management in Hydrocarbon sector:	*The total marks for the above assignments shall not exceed 3*		
	Experience of assignments focussing on Digital & IT in Hydrocarbon sector:	**Maximum Marks**		3
		For each assignment in PSU	1 (one) mark each	
		For each assignment in sectors other than PSU	0.5 mark each	
		The total marks for the above assignments shall not exceed 3		
c	**Management, Technology and Domain Consultants (2 Nos each – Total 6)** (*Provide input as per Table-5)*	**Maximum Marks**		**18**
		Experience of each Management Consultant ≥ 5 years	*3 Marks each*	
		Experience of each Management Consultant ≥ 2 years and < 5 years	*2 Mark each*	
		Experience of each Domain Consultant in hydrocarbon E&P sector ≥ 6 years	*3 Marks each*	
		Experience of each Domain Consultant in hydrocarbon E&P sector ≥ 3 years and < 6 years	*2 Mark each*	
		Experience of each Technology Consultant in Data	*3 Marks each*	

		Science, AI & ML and IOT ≥ 5 years		
		Experience of each Technology Consultant in Data Science, AI & ML and IOT ≥ 3 years and < 5 years	*2 Mark each*	
III	**Business presentation on Approach and Methodology**	**Maximum Marks 20**		
a	Understanding of OIL's requirement (scope of work, deliverables & business context) after preliminary assessment.	5		
b	Detailed approach on addressing OIL's requirement, including work plan to meet quality and timeliness of deliverables with internal Project management team to schedule and manage the project	5		
c	Quality of ideas/ innovation for solution to case study of OIL (case study provided as Annexure-I to PQC)	5		
d	Approach towards handling change management	5		
Minimum Qualifying Score to be eligible for further evaluation is 75.				

Note:

(a) For conversion of foreign currency into Indian currency for evaluation of QCBS criteria, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of technical bid opening shall be considered.

(b) Against a particular quality criterion, if a qualified bidder does not have the requisite minimum criteria indicated in the table above, zero marks shall be assigned for that particular criteria.

(c) If a bidder qualifies the BEC Clause No. 1.2.1 & 1.2.2 on their own strength, then the experience of bidder shall only be considered for marking purposes under the Quality Criteria of QCBS. Under such condition, Experience of the parent/subsidiary [supporting company], even if submitted shall not be considered for QCBS marking. However, if a bidder qualifies based on the experience of their supporting company, the experience of the supporting company shall be considered for QCBS marking.

(d) It shall be the bidder's responsibility to ensure submission of unambiguous/ clear and sufficient documentary evidence in support of the evaluation criteria.

(e) No clarification w.r.t QCBS marking shall be sought from the bidders. Therefore, bidders must ensure that all documents (in toto) are submitted as part of original submission. In case of deficit submission of documents in the original bid to substantiate the Bid Evaluation Criteria viz: "BEC Clause 1.2.1, 1.2.2 & 1.2.3", clarifications if required may be sought from the bidders limiting to the original submissions only and no independent fresh submission (which has no reference in the original submitted bid) shall be considered/permitted. In such cases, the related documents (submitted against post-bid clarifications) if considered for BEC qualification (minimum requirement as per BEC clause 1.2.1 & 1.2.1) will also be considered for QCBS marking, however marks for Bid Quality shall be allocated corresponding to the minimum requisite quantum only as per BEC clause Nos. 1.2.1, 1.2.2 & 1.2.3.

For e.g.: If a bidder submits only Contract documents for 03 (three) contracts against the experience sought in the BEC Clause No. 1.2.1 in their original bid but has not submitted Job Completion Certificate/Service Entry Sheet/Certificate of Payment for any of the contract, OIL may seek the Job Completion Certificate/Service Entry Sheet/Certificate of Payment for the 03 (three) contracts as a clarification against BEC Clause No. 1.2.1. Against the clarification, if the bidder provides all the necessary documents and if all the 03 (three) contracts are found to be compliant to BEC Clause No. 1.2.1, for QCBS marking purpose experience of only 01 (one) contract will be considered.

(f) Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed below in CHECKLIST-QCBS and submit the same along with the technical bid.

(g) Since bidder's qualification marks are linked with the experience of personnel, bidders should ensure that the same persons, whose CV's (as prescribed format) are part of the offer are deployed during the execution of the contract. An undertaking in this respect to be provided by the bidder.

(h) OIL reserves the right to verify all data/document/information provided by the bidder.

(i) In case, a bidder offers more key personnel than required as per clause 1.2.3, those with least qualified experience will be considered for QCBS evaluation. The bidder must ensure that the same personnel considered for QCBS evaluation are engaged throughout the execution of the contract. For example, let's assume a bidder has proposed two (02) names against Lead-Partner for Phase-I. In this case, the person having least qualified experience will be considered for QCBS evaluation and the same person needs to be engaged throughout the execution of the contract.

4.3 Documentary Evidence to be submitted by bidders along with their offers:

A. Against Sl. No. (I) a to b of above table under Clause 4.2:

(i) Bidders shall submit copies of Contract document/LOA/work orders and completion certificate (both) in support of their fulfilling the respective criteria.

(ii) Following work experience will also be taken into consideration:

(a) If the prospective bidder is executing **work as defined in Sl No. I (a) & (b) of the above table** which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value mentioned in the above Computation Table under Clause 4.2.

(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

(c) If the prospective bidder has executed **work as defined I (a) & (b) of the above table** is a component of the contract.

- In case the documents submitted as per **Para 4.3 (A) (ii) (a), (b) & (c)** above, are not sufficient to establish the volume/value/quantity/period of the work as defined in Sl No. I (a) & (b) of the above table, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of **work as defined** in **Sl No. I (a) & (b) of the above table** which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

(iii) Documents in the form of Table 1 & 2 of the tender certified by the CEO / Head of bidding entity/ CFO of the bidding organisation.

B. Against Sl. No. II- a to c of above table under Clause 4.2:

Documentary evidence/CV certified by the CEO / Head of bidding entity/ CFO of the bidding organisation along documents in the form of table 3, 4 & 5 of the tender certified by the CEO / Head of bidding entity/ CFO of the bidding organisation.

Note: In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned in the QCBS table, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.

5.0 AWARD OF CONTRACT: Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).

In the event of any other situation other than above, awarding shall be guided as below:

i) In the event of two or more bids having the same **Evaluated Bid Score (B)**, the bid having the highest score against **Bid Quality Criteria** will be recommended for award of contract.

ii) In case two or more bidders have same **Evaluated Bid Score (B)** and same scores against **Bid Quality Criteria**, the bidder with **highest turnover** in preceding year will be recommended for award of contract.

iii) In the **QCBS** system, as the evaluation of the price is based on **Evaluated Bid Score** i.e., Combined score of both Quality & Cost (Quoted Price), **purchase preference policies (like Policy for MSE and PPLC etc.) shall not be applicable**.

Note: If the bidder recommended for award of contract quotes more than 40% and less than 60% of the total price (excl. GST) against Item No. 10 & 20 respectively, then the total quoted price (exclusive of GST) will be distributed between item 10 & 20 in the ratio of 40:60 for the purpose of award of contract and payment during execution of contract shall be made accordingly.

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.

6.4 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

Bidders should note that the Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-VIII.**

8.0 Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance,

Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I**, **Exhibit-II** and **Exhibit-III** along with the technical bid.

9.0 Bidders have to submit a declaration as per the format prescribed in **PROFORMA-XII** regarding compliance of safety measures alongwith the technical bid.

10.0 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**************************************END OF PQC**************************************

ANNEXURE-C (Modified SOW)

SCOPE OF WORK (SOW)

1.0 Introduction:

Oil India Limited (OIL) is a premier Indian National Oil Company engaged in the business of exploration, production and transportation of Crude oil and Natural gas, and production of LPG. The company's history spans the discovery of Crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated Maharatna CPSE' energy company.

OIL has a long history of exploration and production of hydrocarbons in the Assam Shelf and Assam & Arakan Fold belt of Upper Assam and Arunachal Pradesh. Its exploration efforts are not limited to India but have crossed its borders to have global footprint as well. At present OIL has in-country Field Headquarter at Duliajan Assam, Pipeline Headquarter at Guwahati, Assam, Project offices at Jodhpur (Rajasthan), Bhubaneswar (Odisha) and Kakinada (Andhra Pradesh), Shipping office at Kolkata (West Bengal), E&D Directorate at Delhi and Corporate office at Noida.

Oil India Limited (OIL) has developed a digital roadmap "**Project DRIVE (Digital Readiness for Innovation and Value in E&P)**" and implemented several digital initiatives under it across the organization. Prior to Project DRIVE, Seismic data acquisition, processing & interpretation, well-logging services and Gas production, transportation & marketing (with SCADA system) were already digitized, and OIL also has virtual reality center at 2 (two) locations for eRTMAC for drilling services and is presently under capacity augmentation.

Through **Project DRIVE**, OIL sought to leverage the recent advances in digitalization technologies and advanced analytics to improve efficiency, increase safety, reduce wastages, increase customer value, achieve effective decision making and to address the challenges posed by ever changing business requirements. The initiatives implemented by OIL under Project **DRIVE 1.0** are listed below:

CXO Dashboard (BI Tool Implementation), Real Time Production Monitoring & Analytics (RTPMA), Enhanced - Real Time Monitoring & Control Center for Drilling (eRTMAC), Connected Worker, Drone Surveillance for Miscreant Activity, Digital Well Planning Platform (eDP/DDDP Workflow), AI Based Reservoir Modeling, S&E Portal (HSSE Management Application), Bowser Logistics Digitalization (BoLD), Invoice to Pay Automation (APA) and Condition Based Monitoring (CBM).

OIL seeks to continue this Digital Transformation journey through **Project DRIVE** by evaluation and adoption of new technologies like Internet of Things (IoT), Augmented Reality (AR), Cognitive Computing, Artificial Intelligence/Machine learning/Advanced Analytics etc. to improve the ability to scale current efforts and sustain a broader digital transformation program encompassing all its business & operational areas. The focus shall be on establishing an integrated Command Control Center to collectively bring the insights of all digital initiatives to be located at the corporate office and the field headquarters. In this regard, OIL intends to engage a consultant to continue the Digital Transformation of OIL by exploring & identifying new Digital initiatives and

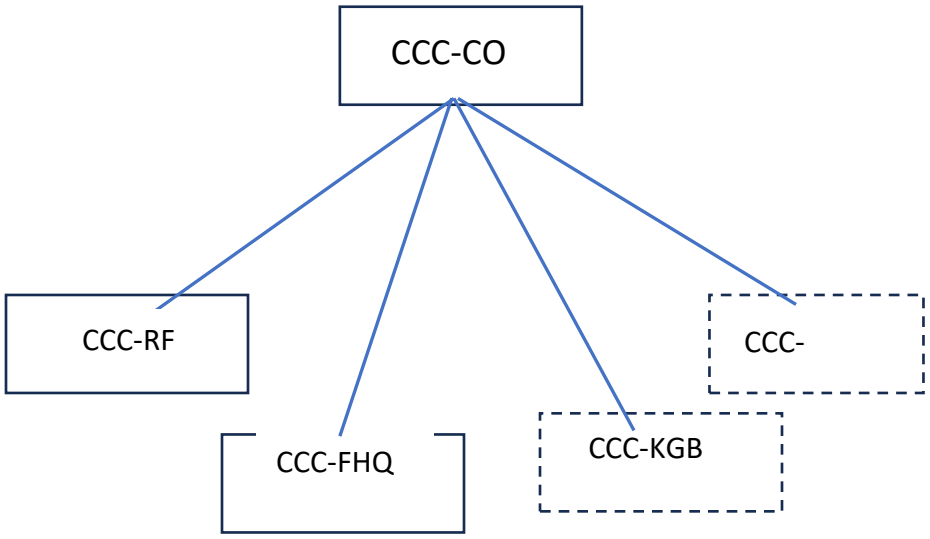
supporting in the implementation of about 10 new Digital initiatives mutually selected by OIL and the Consultant under Project **DRIVE 2.0**

2.0 Scope of Work:

Hiring of Consultancy service for **DRIVE 2.0**. The scope of work is divided into two as outlined below:

Phase-I:

i. Review of the Digital DRIVE 1.0 including assessment of the implemented initiatives.
ii. Study and compilation of the Industry Best Practices and identification of a bouquet of Digital Initiatives including the ones shortlisted during Digital DRIVE 1.0
iii. Selection of about 10 new digital initiatives through a multi criteria analysis process of shortlisting
iv. Design of a Centralized Command and Control Centre (CCC) in the form shown below



1. CCC to be established at new CO premises at Nauroji Nagar, New Delhi
2. Dotted Boxes represents future requirement to be incorporated in the design.

Phase-II:

Handholding support for Implementation of about 10 new Digital initiatives including setting up of CCC, mutually selected by OIL and the Consultant as identified in Phase-I.

The consultant shall assist OIL's team in Pre-tender meetings, Preparation of RFP, Pre-bid meeting, Tender Clarification, Tender Evaluation (as per OIL's procurement policy and guidelines for goods and services), Issuance of LOA/LOI/ Purchase Order/Contract and successful implementation of digital initiatives among others.

The consultant shall explore and identify the new digital initiatives primarily on its own, with necessary inputs from OIL. OIL shall provide necessary support in this regard. The consultant will take recourse to joint meetings, interviews with OIL personnel, independent work performed by the consulting team and the collaborative working and review sessions with OIL's team.

Consultant shall submit an integrated project execution plan with their bid. During the commencement of the assignment, the proposed work plan in consultation and acceptance by OIL.

TIME SCHEDULE ENVISAGED:

The duration of the assignment
Phase-I : 6 Months
Phase-II : 24 Months

At the end of **Phase-I**, the consultant and OIL will mutually decide which of the initiatives identified during **Phase-I** will be selected for implementation in **Phase-II**. OIL may, based on the shortlisted initiatives, decide to implement selected projects either concurrently or in stages.

The starting of Phase-II shall be immediately after completion of Phase-I and shall be for a duration of 24 months which may be extended by another 6 months.

2.1 (A) Phase-I

Exploring and identifying new Digital initiatives covering all businesses/operational areas of OIL.

The consultant shall submit an Action Plan to OIL at the beginning of Phase-I with proper execution timelines.

Phase-I has been divided into the following 4 Modules: (in no particular order, although some are dependent on others):

Module 1: As-is assessment of current architecture, process, and capabilities along with Gap Analysis
Module 2: Define the ideal to-be Digital state for OIL.
Module 3: Identification and prioritization of new Digital initiatives.
Module 4: Design of a Centralized Command & Control Center
Module 5: Detailed cost-benefit analysis for selected initiatives along with implementation plan

Module 1: As - is assessment of current architecture, process and capabilities along with Gap Analysis

a. Study the existing process flow of key operations of OIL and to identify areas where adequate digital intervention / technology induction is feasible / possible in order to leverage Efficiency and Safety of operations and Cost Reduction.
b. Study the existing IT and OT inventory and explore the possibilities of leveraging the existing systems.
c. Study the already implemented/ under implementation Digital initiatives under **DRIVE 1.0**.
d. Understand the as-is enterprise technology architecture along with the information flows and user groups.
e. Provide a comprehensive picture of OIL's existing digital capabilities and leverage the same in the proposed integrated Digital and Business model. This would provide a view to OIL on their current maturity and the scope of improvement which can be met using digital initiatives.

1.2 Understanding OIL's Digital themes for Business and Functions

a. Study the Digital Themes for business and functional units as identified in **DRIVE 1.0**.
b. The consultant shall discuss/consult OIL's functional and business heads, to determine business process maturity & digital maturity across each subprocess and identify pain points through surveys, stakeholder interviews and benchmarking.
c. The Consultant shall utilize established industry frameworks and tools for assessing Company's digital maturity levels.

1.3 Identify and assess the current digital capabilities with respect to (but not limited to):

a. **Advanced Analytics**: Assessment of the existing data management capabilities such as data availability, data sanctity, maturity of insights generated, frequency of reporting, dash boarding and visualization capabilities etc. so as to monitor asset performance, reservoir characteristics, employee performance, customer preferences and other derived insights from multiple sources of data.
b. **IT-OT convergence:** Understand the existing solutions leveraging the convergence of operational, business, consumer, and enterprise information along with the digital technologies.
c. **Cloud**: Review and assessment of the private/ public cloud infrastructure usage.
d. **Social and Web presence**: Use of social media platforms to better connect with the customers and stakeholders to improve their satisfaction by servicing them better.
e. **Augmented Reality:** Identify and outline how AR can help OIL to streamline its operations, reduce costs and importantly to increase safety levels.
f. **Artificial Intelligence:** Explore and identify, where cognitive technologies and Artificial Intelligence can benefit OIL to break the prevailing trade-offs between speed, cost, quality and safety.

h. **Cyber Security**: Considering the growing concerns of cyber-attacks on critical infrastructure, understand the current security status of OIL, develop a plan to improve the security posture for both IT and OT infrastructure complying with the industry standards. Consultant shall define the overlap and interface with ongoing assignment of the other consultant**.**
i. **GIS based Satellite imaging**: Use of Satellite Imagery / Map for marking OIL's Land Holding, Installations, Well Locations, Oil and Gas flowline routes, access routes to locations etc.

1.4 Gap analysis and identification of interdependencies:

a. Identify gaps in the current data availability from OT and IT environment at OIL, data capture process, data quality and data integrity.
b. Review the interdependencies of IT and OT systems to identify redundancies, overlaps and gaps in availability of reliable data.
c. Review the existing automation and associated processes to identify possible gaps in the data, its capture process and quality of such data.
d. Identify the gaps in the skills and competencies of OIL internal resources and laydown the process of upgrading the same to achieve the strategy.
e. Recommend a structured methodology to address the identified data gaps.
f. Review the current organization structure along with above identified KPIs/ responsibilities to assess the overall gaps and responsibility areas.

1.5. The consultant shall benchmark Oil India Limited's digital maturity against industry peers in India and globally and recommend best practices.

Key Deliverables

Consultant will submit detailed current state assessment report as per the aforesaid activities.

2.0 Module 2: Define the ideal to-be Digital state for OIL

2.1 Define to-be operating model

a. Based on the understanding of the as-is state and keeping in view security in the integrated environment, establish operational model / suggest options to optimally utilize the existing IT and OT infrastructure resources to support the various Digital initiatives.
b. With a view to optimize the operations and enhance productivity and performance, recommend centralization of operations including mapping of in-house resources or outsourced resources as the case may be
c. Identify key areas where advanced analytics and digital technologies can be leveraged by OIL.
    I. Descriptive analytics – to gain insight from historical or current data streams including status and usage monitoring dashboard, reporting, anomaly detection and diagnosis.
    II. Predictive analytics – to identify expected behaviors or outcomes based on predictive modelling using statistical and machine learning techniques,

e.g. capacity demand/usage prediction, material/energy consumption prediction, and component/system wear and fault predictions.

III. Prescriptive analytics – to find the optimal solution by determining what is likely to happen based on first principles, empirical models and using predictive analytics that incorporates causality related to design and execution decisions.

d. Recommend the integrated information architecture comprising of all suggested initiatives with Response time and reliability, Bandwidth and capacity, Security, Scalability, Volume of data and processing needs, Velocity of data flow and response time requirements, Variety of data and data sources for interfaces etc.
e. Define the end-state functional and technical specifications of integrated information architecture proposed. The architecture must be comprehensive and account for all the architecture principles of scalability, performance, recoverability, security, maintainability, operability, availability etc.

Key Deliverables

Consultant will submit a detailed report on ideal to-be Digital state for OIL including but not limited to the following:

1. Key areas identified where advanced analytics and digital technologies can be leveraged by OIL.
2. Recommended integrated information architecture with defined end-state functional and technical specifications.

3.0 Module 3: Identify new Digital initiatives

The consultant shall identify and recommend **Digital Initiatives** based on OIL's priorities and gaps observed in the earlier Module. This shall include the following:

a) Potential digital interventions and examples in Oil & Gas industry or other industries.
b) Initiatives to be listed in various categories of E&P activities such as:
Petroleum Geology & Reservoir Engineering; Petroleum Geophysics; Crude Oil & Natural Gas Production, Crude Oil & Natural Gas Transportation; Hydrocarbon Drilling Operations; Finance & Accounts; IoT and Data analytics; Material Management;
c) The consultant will recommend a suggested list of 20 digital initiatives out of which 10 will be shortlisted
d) Development of business case (Multi Criteria Analysis or ROI or mitigation of significant risks) for all the shortlisted initiatives along with budgetary cost estimates
e) Identify KPIs to measure performance and assess benefits from identified initiatives, including timelines when each KPI will be measured/ measurable.
f) Identification of potential risks associated with interventions and mitigation plan.

Key Deliverables

Consultant will submit a detailed report on the following:

a) Recommended initiatives describing the expected impact of each initiative along with required technology, infrastructure and organizational changes associated with them including:
   i. Expected enhanced performance and efficiency gains.
   ii. Enhancement in operating safety if any
   iii. Expected RoI / Cost Reduction if any
b) The linkage and value addition to every Business Unit and Function of OIL with each initiative.
c) Recommendation on the detailed framework of Roles and Responsibilities of Process Owners and IT Teams to implement the recommended initiatives considering the complete Digital roadmap.
d) Which applications need to be retired, upgraded or replaced with new technologies, how all relevant applications will need to be integrated and how data and applications will interface with each other along with cost, time and effort estimates.
e) Multi Criteria Analysis, ROI or mitigation of significant risks, budgetary cost estimation for all the identified/recommended projects and initiatives by the consultant shall be accompanied ideally with 3(three) budgetary quotations, but not less than 2(two) budgetary quotations.

Recommended Initiatives considering the complete road map (indicative):

	Business Unit / Function Impacted	**Strategic Impact**	**Ease of Implementation**	**Return on Investment**	**Role and responsibilities of Process Owners and IT Teams**	**Budgetary Cost Estimate**
Initiative 1						
Initiative 2						
Initiative 3						
….						

4.0 Module 4: Centralized Command Control Centre Design

This module focuses on designing a command control centre aimed at integrated, real-time monitoring and decision-making for operations across various spheres and functions which will consist of the following:

a) CCC at the Corporate Office:
will showcase the entire value chain of Oil India Ltd. as an integrated energy company, covering aspects such as Exploration, Production, Transportation, Refining, Finance, HR, HSE, ESG, CSR, etc.

The CCC at all proposed locations will be designed to swiftly detect, coordinate, and respond to real-time events that impact operational efficiency, thereby maximizing business value in OIL's business and operational areas. It will:

i) Integrate processes, technologies, and personnel for seamless operations and responses through real-time visibility, alerts, and other tools.

ii) Provide operators and engineers with actionable insights for operations, planning, execution, and troubleshooting

The key elements for design must include:

a) Identifying activities suitable for centralized control and decision-making.
b) Prioritizing activities for the command control centre at OIL, such as production operations, drilling, and maintenance.

c) Creating a design or blueprint for the command control centre, detailing the physical infrastructure requirements.
d) Developing a plan for real-time data flow into the command control centre (e.g., SAP, SCADA), including identifying additional necessary infrastructure based on OIL's unique operating areas.
e) Defining dashboards tailored for different stakeholders and functions (e.g., exploration, production, transportation), with views optimized for fortnightly and weekly review meetings.
f) Identifying the need for and integrating predictive analytics to facilitate early detection of challenges, particularly in drilling operations.
g) Formulating an implementation plan for the Centralized Command & Control Centre.

5.0 Module 5: Prioritize new Digital initiatives and finalize implementation plan.

The objective of this module is to prioritize the digital initiatives identified in the previous module and create an implementation plan with short and medium-term implementation strategy. This module should be able to provide a comprehensive implementation plan along with the technological and organizational improvements targeted for the stated Business Units and Functions of OIL.

5.1 Prioritize the initiatives on the basis of a prioritization framework based on the ease of implementation and the potential benefits expected from each initiative. The consultant should also factor in the business priorities and the potential risks associated with each initiative. Also, the consultant should refine value proposition and critical success factors/enablers for identified initiatives.

5.2 Identify quick wins and medium-term opportunities for implementation. The consultant must state the rationale behind this categorization.

5.3 Resource Requirement and Responsibilities: The consultant shall identify asset, personnel and systems requirements to support initiatives and define responsibilities for stakeholders driving key initiatives.

5.4 Digital Program Governance/Management Structure: Establish a Digital Transformation Program Management Office to facilitate stakeholder alignment, continually assess and deliver digital opportunities.

5.5 Common governance model - Consultant to help installing common governance and process models, provide a step-by-step plan for centrally managing data in a secured way. The common governance model should clearly define roles and responsibilities, accountability and ownership of various stakeholders involved and to be involved while implementing the strategy.

5.6 Consultant to facilitate Change Management process during the building up of Strategy for an integrated IT/OT environment by achieving acceptance of stakeholders of OIL. This exchange of learning gathered through interactions will be discussed with OIL Top management for their feedback for alignment of the action points with the corporate vision. The consultant will provide a comprehensive change management approach for developing capability in the team, their skilling and capability development requirement. Consultant shall also prepare an approach change communication and engagement of the stakeholders.

5.7 Draft comprehensive recommendations on Organizational changes required to implement the digital roadmap. This should cover organization structure options based on best practices, existing organization structure, OIL's digital maturity and a final recommendation on the organograms to support the current initiative and objective of Digital Strategy. The recommendation shall include digital organization enablement and enhancement plan for initiatives under DRIVE 1.0. Staffing with roles & responsibilities shall also be defined by the consultant for the recommended structure.

5.8 Detailed Project Plan: Develop a detailed execution plan for prioritized initiatives identifying key work streams, milestones with timeline, success benchmarks, deliverables, resource requirements mapping including financial involvement, as well as descriptions of expected outcomes, for example, detailing the activities required to implement prioritized initiatives.

5.9 The consultant shall put up **the comprehensive report** prepared at the end of Phase-I to competent authority of OIL for approval.

5.10 To appraise OIL of the need for any statutory clearances / approval like DGMS clearance etc. required for the initiatives / Technology / Devices etc.

5.11 The consultant shall set up and run a Project Monitoring Office (PMO) for measuring and tracking the delivered benefits at different stages of the project. Development of performance metrics and KPIs, dashboarding and reporting shall be taken care of by this team. The initiatives implemented under DRIVE 1.0 shall also be taken up by this PMO.

Key Deliverables

Consultant shall submit prioritized Digital Initiatives along with a detailed implementation plan which shall include the following (but not limited to):

a. Current state assessment and gap analysis across business domains and geographies
b. OIL maturity assessment report for Digital Initiatives
c. Identified and prioritized Digital initiatives
d. A detailed description of recommended Digital Initiatives including:

    i. Objective and scope in detail
    ii. Cost-Benefit Analysis – business case, business impact, likely investment and ROI, vendor details, implementation partner options, target implementation location, ease of rollout and skill availability, cost estimate and implementation time
    iii. Risk identification assessment and mitigation plan
    iv. Expected outcome and deliverables: among all outcomes! benefits listed, the consultant must explicitly specify which benefits would accrue and quantify the same by the end of the tenure of Phase-II.
    v. Approach to implement each project/ initiative
    vi. Resource requirement with experience & qualification criteria
    vii. Hardware, other equipment, software required to be purchased
e. Develop a detailed execution plan for prioritized Digital Initiatives identifying milestones with implementation timelines.
f. Consultant shall assist Company in preparing the RFP and technical specifications for the Centralized Command & Control Center during Phase-I.

NOTE

1.0 Consultant shall submit COMPREHENSIVE REPORT containing Prioritized Digital Initiatives along with detailed implementation plan upon completion of activities of Phase – I.

2.0 The consultant shall submit a progress report depicting Planned vs Actual project progress along with a presentation to OIL at the end of every 4 weeks showing any lags, make-up plan, etc. for Phase-I. This report will highlight any discrepancies,

delays, and lags in the project timeline. Additionally, the consultant will outline a make-up plan to address these delays. The consultant will also deliver a presentation to OIL, summarizing the progress, highlighting key areas of concern, and discussing the proposed corrective actions.

3.0 Consultant shall assist OIL in finalization of 10 new Digital Initiatives from the identified/recommended Digital Initiatives for implementation in Phase-II. by providing any additional information / insights the Company may seek to facilitate their decision-making.

2.1(B) Phase-II:

Implementation of 10 new Digital initiatives, including setting up of CCC, mutually selected by OIL and the Consultant as identified in Phase-I.

Key activities during this phase would be:

1. Consultant will assist OIL in identifying probable vendors/solution providers, draft technical specification, obtaining budgetary quotations (in line with OIL's existing procurement policy) for cost Estimation/budget provision; pre tender meeting prepare RFP document consisting of a project plan within defined timelines, detailed technical specifications of all the system requirements that includes but not limited to recommended systems, eligibility criteria for selecting the vendors responsible for executing the plans, commercial specifications documentation, service level agreements plan etc.

2. The consultant shall assist OIL in the tendering process (as per OIL's procurement policy and guidelines for goods and services) for vendor selection to Implement the projects. This includes the following:
    - Eligibility criteria, vendor identification, Technical Specifications of the desired solution including the standards & Guidelines adopted.
    - Assistance during pre-tender/ pre-bid conference to provide technical clarifications to the vendors.
    - Assistance in preparing replies for any post bid queries.
    - Assistance in providing framework for Technical evaluation of bids and preparation of compliance report.
    - Operating model for implementation
    - Bid evaluation.
    - Issuance of LOA/LOI/Purchase Order/Contract
    - Successful implementation of digital initiatives.

3. The consultant shall periodically review the progress made in the projects and identify any potential issues / risks in project delivery. Consultant shall also identify appropriate measures to mitigate such risks. Consultant shall use OIL's Project Management platform "Primavera" for monitoring all the initiatives under DRIVE 2.0.

4. Consultant will coordinate with the vendors and the OIL team to review the progress of work. The consultant will be responsible for monthly review of the project in presence of key stake holders like OIL Management, project management team and Project leader.
5. During the project monitoring phase, the consultant will monitor the technical aspects of implementation to ensure that desired outputs are achieved as envisaged for the initiative in Phase-I of scope of work.

Key Deliverables

1. Project monitoring & progress Reporting on a fortnightly Basis.

2. Installation and Commissioning report of each initiative

3. For each initiative, at the end of Phase-II, the consultant shall submit the outcome analysis report consisting of the detailed assessment of the tangible and intangible benefits achieved by OIL. These should be in comparison to the parameters defined in the deliverables and assessments of Phase-I. The outcome analysis report should also highlight the value generated from these initiatives / projects.

3.0 Manpower Deployment

3.1 The Consultant's team who shall be working under the current assignment (Phase 1 and Phase 2) shall comprise of the following minimum personnel:

a) Phase I:
   - Lead Partner: 01
   - Project Manager (PM): 01
   - Consultants: Management – 02; Technology – 02; Domain - 02

b) Phase II: (24 months)
   - Lead Partner: 01
   - Project Manager (PM): 01
   - Consultants: Management – 02; Technology – 01; Domain:-01

3.2 The above Consultant's team shall be Full Time Employees based in India and on payroll of the company and not be on a contractual basis with the company. The above team needs to be reasonably supported by other Senior Consultants, and other Domain Expert(s), as required, with suitable expertise for efficient and high-quality delivery of assignments.

3.3 The Consultant's team comprising of Project Manager (PM), Management and Technology Consultants would be a continuous deployment on-site and working full time at OIL's office during the tenure of the contract. However, Lead Partner and Domain Consultants need not be deployed full time on the subject assignment. Accordingly, Consultant shall allocate reasonable Partner

Time and Domain Consultant time to ensure high quality output. Necessary office facilities for working at OIL's office shall be provided by OIL.

3.4 The Consultant's team working on the current assignment shall liaise with OIL to understand the objectives and shall act accordingly to ensure timely performance of assignment.

3.5 Consultant's team including Lead Partner shall attend fortnightly review meetings. Further, as and when required by OIL, Lead partner and/or Expert(s) shall also attend the meetings with senior management of OIL to discuss the progress of the current assignments.

3.6 OIL shall not pay any out-of-pocket expenses (OPE) to consultant's personnel, including the expert(s) for any travel within India. Any expenses towards travel, accommodation and conveyance shall be included in the quoted rates.

Note: The successful bidder for the consultancy work can not take part in the bidding process for implementation of initiatives in Phase-II to avoid conflict of interest.

4.0 TIME PERIOD AND MOBILIZATION

4.1 The period of engagement shall be for a period of thirty (30) months. However, the rates quoted by the consultant shall be valid for the entire period of 3 years from the commencement of work.

4.2 The Consultant shall deploy their team for continuous working at OIL's Field Head Quarters (FHQ), Duliajan within 15 days from the date of issue of LOA. The consultant's team will have to undertake travel to interact with concerned officers at office as well as to field installations and other spheres of OIL for the purpose of gathering data, insights and organizing workshops.

4.3 Zero Date/Commencement Date: The contract shall commence from the date on which all the members of the on-site are deployed at OIL's Office.

4.4 Towards the end of Phase I, the Consultant and OIL will mutually decide the 10 initiatives including the Command-and-Control Centre (CCC) that needs to be implemented under Phase II.

4.5 The job under Phase-II for on-boarding of vendors shall be commenced immediately on completion of Phase-I and Consultant shall prepare and submit RFQ and assist OIL during tendering for on-boarding of vendors.

4.6 The deployment of Consultant's manpower under Phase-II for monitoring the implementation of digital initiatives will be aligned with on-boarding of the vendor for execution of digital initiatives. Accordingly, OIL shall issue a "Notice to Proceed" confirming the deployment of manpower.

5.0 TEAM EXPERIENCE

5.1 Lead Partner:

a) Minimum of 15 years' overall experience
b) 10 years' experience in Hydrocarbon sector
c) Must possess Graduate Degree & MBA from reputed institutes.

5.2 Project Manager:

a) Minimum of 8 years' overall experience
b) 5 years' experience in Hydrocarbon sector
c) Must possess Graduate Degree & MBA from reputed institutes.

5.3 Management Consultant(s):

a) Minimum of 5 years' overall experience
b) 2 years' experience in Strategy in Hydrocarbon sector
c) Must possess Graduate Degree & MBA from reputed institutes.

5.4 Domain Consultant(s):

a) Minimum of 6 years' overall experience
b) Minimum of 3 years' experience in Hydrocarbon E&P Sector
c) Must possess Graduate Degree from reputed institutes.
d) One member of the team can be considered as domain expert in maximum 2 domains out of the following disciplines.
    i. Petroleum Geology & Reservoir Engineering
    ii. Petroleum Geophysics
    iii. Crude oil & Natural Gas production & Transportation
    iv. Hydrocarbon Drilling Operations

5.5 Technology Consultant(s):

e) Minimum of 5 years' experience
f) 3 years' experience in Data Science, AI & ML and IOT
g) Must possess Graduate Degree from reputed institutes.

5.6 Consultant shall ensure that the same personnel of the team, whose details and CV's are part of the offer/bid, are deployed for execution of the job and remain same during the complete period of engagement. However, in case of any change/replacement due to unavoidable circumstances, the change/replacement will be permitted with prior consent of OIL.

5.7 The experience of the new team member shall be equivalent or higher than the experience of the replaced person. It shall be the responsibility of the Consultant that the individual does not leave the assignment till the replacement reports for the duty. Necessary documents to be furnished for approval of OIL.

OIL shall reserve the right to not accept any or all personnel for deployment, if found unsuitable in the opinion of OIL. OIL, at its discretion, also reserves the right for replacement of any or all the personnel deployed on the job, with 15 days advance intimation to the consultant. Consultant shall oblige on the rights

of OIL for deployment of suitable manpower and dealt accordingly.

To substantiate the experience asked for, the bidder must submit the relevant CV of the persons who will be associated with OIL for the duration of this entire project. OIL would do due diligence and approve the placement of the person.

The Team proposed to be deployed shall remain unchanged during the contract period unless under unavoidable circumstances. In such a situation, the change will only be permitted with prior written consent of OIL. The new member(s) proposed to be deployed shall also meet the minimum experience as defined in the tender.

6.0 SUBSTITUTION OF KEY PERSONNEL:

When personnel are to be replaced, certain factors need to be considered:

i) Any replacement should be as well qualified or better qualified than the person being replaced;

ii) The remuneration should not be more than that was agreed upon for the person being replaced;

iii) The consultant/ service provider should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).

(iv) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution will be limited to 40% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.

(v) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 3% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.

(vi) In case of the next 10% replacement, the reduction in remuneration will be 5% and for the third 10% replacement the reduction will be 10% of the remuneration which would have been paid to the original personal.

7.0 PAYMENT TERMS

7.1 Payment shall start only after signing of Contact Agreement as per Tender document. OIL shall release the payment after effecting deductions as per applicable law in force.

7.2 Consultant shall raise invoices based on the following terms:

7.3 The payment terms for Phase 1 will be as follows:

7.3.1 Payment shall be based on successful completion of the following milestone activities as per the % of the lump sum value against Item No. 10 of Contract.

Milestone	Payment (In %)
Completion of Kick-off meeting, Deployment of Consultant's team and workshop(s) to understand and capture OIL's objectives.	10%
On completion of Module 1 and submission of report on current state assessment, gap analysis.	10%
On completion of Module 2 and submission of report on Ideal to-be Digital State for OIL.	10%
On completion of Module 3 and submission of report on Identification and Prioritization of new Digital initiatives.	20%
On completion of Module 4 for design of Command Control Centre and submission of blueprint	20%
On Completion of Module 5 and submission of Draft Report covering all modules including business case, cost benefit analysis and vendor assessment framework for shortlisted initiatives (For OIL's comments)	20%
On submission of Final Report incorporating OIL's comments, if any, with final set of initiatives to be deployed	10%

7.4 **The payment terms for Phase 2 will be as follows**:

7.5 Payment shall be based on successful completion of the following milestone activities on pro-rata basis against each of the identified initiative under Item No. 20 of Contract. Successful completion of each milestone for each initiative shall be endorsed by the respective stakeholder department.

Milestone	Payment (In %)
Preparation & finalization of specifications, vendor shortlisting terms etc.	15%
Floating of RFQ/Tender	10%

Handholding for resolving queries and other support for higher participation of vendors till submission of bids against RFQ and Support during evaluation of bids and finalization of Technical Scrutiny Report (TSR) culminating with issue of LOI for onboarding of vendors	15%
Post LOI till Implementation	60%

7.5.1 In case of retendering due to non-receipt of bids or techno-commercial qualified bids, Consultant shall support OIL for the entire process without any extra cost.

7.5.2 During the period of Post LOI till Implementation, for each initiative, four (4) milestone payments (25% each) shall be made upon completion of every 25% activity-based progress which shall have to be endorsed by stakeholder department. For each initiative, the 4th milestone activities shall include successful implementation along with submission of its Outcome Analysis Report.

7.6 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution will be limited to 40% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.

7.7 Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 3% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.

7.8 In case of the next 10% replacement, the reduction in remuneration will be 5% and for the third 10% replacement the reduction will be 10% of the remuneration which would have been paid to the original personal.

7.9 Consultant shall upload the digitally signed Invoice in OIL's vendor portal (vim.oilindia.in) with all supporting documents for processing of payment.

7.10 OIL shall process the payment only after the receipt of undisputed invoice and shall make the payments through electronic transfer only and as stipulated in the subject tender. All bank charges of the consultant's bankers shall be to the consultant account only.

Note: Payment shall be made based on the rates fixed in the Contract Agreement.

8.0 CONFIDENTIALITY AGREEMENT

8.1 OIL shall enter into a confidentiality and non-disclosure agreement with the Consultant prior to commencement of job in format enclosed as Proforma- XVII

9.0 LIQUIDATED DAMAGES FOR DELAY IN TIMELY MOBILIZATION AND COMPLETION:

In the event of the Contractor's default in timely mobilization within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

***********End of SOW************

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Table A:

Sl. No.	Terms of PART-I GCC	*Addition / Modification, if required, to be incorporated in PART-III SCC as per below*
1	**1.0 Applicability, Definition & Interpretation**	All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail. • "Certificate of Completion" means certificate issued by the Company to the bidder stating that the firm has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company. • Duration of experience for evaluation of bidder/ manpower required in this contract, will be considered till original bid closing date, unless stated otherwise.
2	**1.2.25 Mobilization** & Related clauses in GCC	Within 15 days after issue of LOA The following activities to be performed during the Mobilization Period: 1. Completion of Kick-off meeting, Deployment of Consultant's team for Phase-I at OIL's FHQ. (The vendor may depute their requisite team members for the Kick-off meeting. However, Team members for the activities of Phase-I & Phase-II to be engaged as per the terms of the tender) 2. Submission of NDA (Non-Disclosure Agreement)

3	**4.3 Duration of the contract**	**30 (Thirty) months** from the date of commencement of operation i.e. after completion of mobilization. **Phase-I:** Six (06) months (Exploring and identifying new Digital initiatives in line with OIL's digital strategy covering all businesses/ operational areas of OIL) **Phase-II:** Twenty-Four (24) months (Implementation for 10 new Digital initiatives mutually selected by OIL and the Consultant as identified in Phase-I) **Note:** There will be no gap between Phase-I & Phase-II. Phase-II shall start immediately after the completion of Phase-I.
4	**10.0 Performance Security**	5 % of the total contract value.
5	**31.0 Force Majeure**	As per GCC
6	**27.0 Remuneration & Terms of Payment** & Related clauses in GCC	As per Payment Terms given in SoW
7	Terms related to submission of Invoice	Consultant shall upload the digitally signed Invoice in OIL's vendor portal (vim.oilindia.in) with all supporting documents for processing of payment.
8	**14.0 Insurance**	CONTRACTOR shall at all times during the currency of the contract provide, pay for and maintain the following insurance: Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and

		Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
9	**1.2.26 De-Mobilization**	Demobilization of resources shall be completed by Contractor within 30 (thirty) days of expiry/termination of the contract. Contractor will ensure that demobilization of resources is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
10	**24.0 Subcontracting/Assignment**	Not Allowed

Table B: Other Clauses

1	Details of the Service	For details, please refer section of "Scope of Work"
2	**Area of Operation**	All operational Areas of OIL
3	**HSE Policy**	As per HSE guidelines in this Tender.
4	Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters** HoD, IT Department Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 7120 Email: sanjay@oilindia.in

		c) **Contractor** _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
5	Address details for submission of invoice	All Invoices are to be sent to the following address: HoD, IT Department Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam
6	Penalty	Clause No. 8.0 of SoW
7	**Any other Specific Clauses Related to the Tendered Service in addition to the above clauses**	Work Order shall be issued after successful completion of activities Mobilisation Period.

SPECIAL TERMS & CONDITIONS (STC)

SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

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

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the

bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

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

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

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

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;

(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

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

6.4 Comply with all applicable statutory obligations specified in the contract.

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

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for

supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of Insurance Surety Bond or Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. 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.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

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

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any

other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws &rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST,

then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies.

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there

from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-

CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes

any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be

caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement

made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be

exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each

month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTOR~~s~~ with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the

CONTRACTOR from the authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period**.** [or exclusively mentioned in the SCC of the Contract]

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

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 <u>LABOUR LAWS</u>:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities

with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following

disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interestand counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.6 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 <u>COMPLETION OF CONTRACT</u>:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 <u>TERMINATION</u>:

44.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the

COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

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(Modified) TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	**1.0**	**BID EVALUATION CRITERIA (BEC):** The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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 will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
2	**1.1**	**ELIGIBILITY CRITERIA:** **The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender**.			

		Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as mandated under Public Procurement (Preference to Make in India) Order, 2017 (as amended time to time).			

		(c) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
3	**1.2**	**TECHNICAL EVALUATION CRITERIA**: **1.2.1** Bidder must have experience of successfully completed a work on consultancy assignments in Hydrocarbon Sector, on Strategy/Business Plan or Transformation/ Project or Program Management a work having value equal or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date**.** **1.2.2** Bidder must have experience of successfully completed an assignment in Digital/IT/IOT/OT strategy formulation and/or such strategy implementation in Oil & Gas Sector having value equal to or more than **Rs. 9,82,53,400.00** during the last 10 (ten) years reckoned from the original bid closing date **1.2.3 Experience of Team members for both Phase-I & Phase-II:** **A. Lead Partner** must have the following experience: **(i)** Minimum 15 years of work experience of which 10 years of experience in Hydrocarbon sector as Lead Partner in PSUs, government agencies/ ministries, public limited companies prior to original bid closing date. **(ii)** Experience of consulting assignments focussing on Strategy/Business Plan or Transformation/Project or			

		Program Management in Hydrocarbon sector AND experience of assignments focussing in Digital/IT/IOT/OT in Hydrocarbon sector. **B. Project Manager** must have the following experience: **(i)** Minimum 8 years of work experience of which 5 years of experience in Hydrocarbon sector as Project Manager in PSUs, government agencies/ ministries, public limited companies prior to original bid closing date. **(ii)** Experience of consulting assignments focussing on Strategy/Business Plan or Transformation/Project or Program Management in Hydrocarbon sector AND experience of assignments focussing in Digital/IT/IOT/OT in Hydrocarbon sector. **C. The Management consultant(s)** should have minimum of 5 years of overall experience of which 2 years experience in Strategy in Hydrocarbon sector. **D. The Domain consultant(s)** in Petroleum Geology & Reservoir Engineering, Petroleum Geophysics, Crude Oil & Natural Gas Production and Transportation, Hydrocarbon Drilling Operations should have minimum of 6 years of overall experience of which minimum of 3 years experience in Hydrocarbon E&P Sector.			

		E. The Technology consultant(s) should have minimum of 5 years of work experience of which 3 years experience in Data Science, AI & ML and IOT. **Documents to be submitted to substantiate BEC Clause 1.2.3 (A, B, C, D & E) above**: Bidder must submit, along with the bid, CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country Head along with the bid. In case there are any changes in personnel due to some unavoidable reasons, prior approval from OIL shall be taken before deployment meeting the requisite qualifications / experience given in the tender.			
4	**Notes to BEC Clause No. 1.2.1 & 1.2.2:**	**A.** For proof of requisite Experience (against Clause No. 1.2.1 & 1.2.2), the following documents / photocopy (self-attested / attested) must be submitted along with the bid: **(i)** Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order (WO) showing detailed scope of work, AND **(ii)** Job Completion Certificate showing: (a) Gross value of job/quantity done (b) Nature of job done and Work order no. / Contract no. (c) Contract period and date of completion OR			

		SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following: (a) Work order no. / Contract no. (b) Gross value of jobs/quantities done (c) Period of Service (d) Nature of Service **B.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. **C.** In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date. **D.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/quantity/period, as stipulated under Clause No. 1.2.1 & 1.2.2 will only be treated as acceptable experience. **E.** Following work experience will also be taken into consideration: **(a)** If the prospective bidder is executing work as defined in Clause No. 1.2.1 & 1.2.2 in which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC. **(b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing			

		date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date. **(c)** If the prospective bidder has executed work as defined in Clause No. 1.2.1 & 1.2.2 is a component of a contract. • In case the documents submitted as per **Para B** above, are not sufficient to establish the volume/value/quantity/period of the work as defined Clause No. 1.2.1 & 1.2.2 against **Para E (a), (b) & (c)** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of work as defined Clause No. 1.2.1 & 1.2.2 which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number). **F.** Experience of executing work as defined Clause No. 1.2.1 & 1.2.2 through 'sub-contracting' shall not be considered for evaluation. **G.** Work as defined Clause No. 1.2.1 & 1.2.2 executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC. **H.** Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation. **I.** If the bidder is submitting experience of its branch office / parent / sister / member of same network or member of same global firm, it may be considered provided a certificate is given by the bidding			

		entity mentioning that they would be able to draw international resources/expertise from them (of whom experience is submitted for this tender) as and when required to fulfil the commitments during the contract execution. **J.** In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned above, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.			
5	**1.3**	**(i)** Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 3,93,01,400.00 (Rupees Three Crore Ninety-Three Lakh One Thousand Four Hundred)** only. **(ii)** **Net worth** of bidder must be positive for preceding financial / accounting year. **Note**: • Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on			

		account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). • Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation" The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			
6	**Notes to BEC Clause No. 1.3:**	**A.** For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: **(i)** A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XV.** OR **(ii)** Audited Balance Sheet along with Profit & Loss account. *Note: • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.			

		• In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same. **B.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**. **C.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.			
7	**2.0 (COMMERCIAL EVALUATION CRITERIA 😊**	**2.1** The bids are to be submitted in **Single stage under Two Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There**			

		should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway **2.2** The bidder must enter an all-inclusive price (including GST) against the "**OFFER PRICE**" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under "Financial Documents" on GeM portal. **Note:** The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway. **2.3** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected. **2.4** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before the bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be ₹ **39,30,000.00**. Bid Security should be valid for a minimum period of **165 days** from original bid closing date. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB			

		Clause No. 9.0. **Exemption from submission of bid security shall be governed by the relevant provisions of GeM GTC**. Any bid accompanied by bid security with validity **shorter than 165 days** from original bid closing date and/or Bid security amount less than **₹ 39,30,000.00/- only** shall be rejected straightaway. **Note:** In case the bidder submits Bid Security in the form of Bank Guarantee (BG), the BG must be as per format prescribed in **PROFORMA-V** and the same shall be valid for 165 days from original bid closing date. **2.5** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted. **2.6** Bids shall be typed or written in indelible ink. **2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected. **2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document. **2.9** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be			

		rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**. **2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) EMD/ Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Mobilization Period (xvi) Integrity Pact **2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Unpriced Techno-Commercial Bid. **2.12** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format			

		enclosed vide **PROFORMA- XIII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. **2.13** Bidder must submit the duly filled **Technical Evaluation checklist** (PROFORMA-XV), **Commercial Checklist** (PROFORMA-XVI), **Proformas** and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation. **2.14** Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them. **2.15** Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.			

8	**3.0** (PRICE EVALUATION CRITERIA)	**3.1** Price bids shall be opened in respect of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL. **3.2** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be. **3.3** Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item. **3.4** Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". **3.5** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			

		3.6 **The inter-se-ranking of the techno-commercially qualified bidders will be determined as per Clauses 4.0 & 5.0 below.** **3.7** Service is not splitable. **3.8** For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation. **3.9** If a bidder quotes NIL total charges/consideration, the bid shall be treated as unresponsive and will not be considered. **3.10** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document. **3.11** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			

		3.12 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST. **3.13** In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.			
9	**4.0**	**EVALUATION METHODOLOGY**: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below: **4.1** Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 80 and the weightage for the 'Quoted' price is 20.** An Evaluated Bid Score (B) will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid: $$B = \frac{\mathbf{C\,low}}{C} \times 100 \times \mathbf{X} + \frac{\mathbf{T}}{T\,high} \times 100 \times \mathbf{Y}$$			

where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.2 (The weightage for "Quoted price" is 20 %)

Y = 0.8 (The weightage for "Quality" is 80 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

4.2 The marks allocated against various sub-sections under Quality of Bid shall be as under:

Computation Table

Sl. No.	**Criteria**	**Scoring metric**	**Max. marks on sub criteria**
	Technical Score	**Maximum Mark 100**	

		I	**Experience of the Firm**	**Maximum Mark 40**				
		a	Number of Consultancy assignments completed in India or outside India, in Hydrocarbon Sector, on Strategy / Business Plan or Transformation/ Project or Program Management, in the last 7 years, preceding the date of original bid closing of this tender, where executed value is greater than Rs. 4 Crore/ USD 0.5 Mn (incl. of taxes).	**Maximum Marks**	**20**		
				Number of Projects = 4	5			
				Number of Projects ≥5 and ≤7	10			
				Number of Projects ≥8 and ≤11	15			
				Number of Projects ≥12	18			
				If the project list have experience of at least one project in India, additional 02 Marks shall be awarded. *Provide input as per Table-1*	02			
		b	Number of Consultancy assignments completed in India or outside India, in Hydrocarbon Sector,	**Maximum Marks**	**20**			
				Number of Projects = 4	5			
				Number of Projects ≥5 and ≤7	10			

			on Digital & IT Strategy/Plan and/or implementation of Digital Projects/initiatives, in the last 7 years, preceding the date of original bid closing of this tender, and executed value greater than Rs. 4 Crore/ USD 0.5 Mn (incl. of taxes).	Number of Projects ≥8 and ≤11	15			
				Number of Projects ≥12	18			
				If the project list have experience of at least one project in India, additional 02 Marks shall be awarded. *Provide input as per Table-2*	02			
		II	**Experience of the team** (*Provide input as per Table-3)*	**Maximum Marks 40**				
		a	**Leader Partner:** Experience in project management as **Lead Partner** in Projects in PSUs, government agencies/ministries, public limited companies	**Maximum Marks**	**12**			

			Experience in years:	**Maximum Marks**		4			
				Overall Experience ≥ 18 years	2				
				Overall Experience ≥ 15 years and <18	1				
				Experience in hydrocarbon sector ≥ 12 years	2				
				Experience in hydrocarbon sector ≥ 8 years and <12	1				
			Experience of Consulting assignments focussing on Strategy / Business Plan or Transformation/ Project or Program Management in Hydrocarbon sector:	**Maximum Marks**		4			
				Assignment in PSU	1 (one) mark each				
				Assignment in sectors other than PSU	0.5 mark each				
				The total marks for the above assignments shall not exceed 4					

			Experience of assignments focussing on Digital & IT in Hydrocarbon sector:	**Maximum Marks**		4			
				Number of projects	1 (one) mark each *The total marks for the above assignments shall not exceed 4*				
		b	**Project Manager** Experience in project management as **Project manager** in Projects in PSUs, government agencies /ministries, public limited companies (*Provide input as per Table-4)*	**Maximum Marks**		**10**			
			Experience in years:	**Maximum Marks**		4			
				Overall Experience ≥ 12 years	2				

				Overall Experience ≥ 10 years and <12		1			
				Experience in hydrocarbon sector ≥ 8 years		2			
				Experience in hydrocarbon sector ≥ 5 years and <8		1			
			Experience of Consulting assignments focussing on Strategy / Business Plan or Transformation/ Project or Program Management in Hydrocarbon sector:	**Maximum Marks**			3		
				No. of assignments	0.5 marks each				
				The total marks for the above assignments shall not exceed 3					
			Experience of assignments focussing on Digital	**Maximum Marks**			3		
				For each assignment in PSU	1 (one) mark each				

			& IT in Hydrocarbon sector:	For each assignment in sectors other than PSU	0.5 mark each				
				The total marks for the above assignments shall not exceed 3					
		c	**Management, Technology and Domain Consultants (2 Nos each – Total 6)** (*Provide input as per Table-5)*	**Maximum Marks**		**18**			
				Experience of each Management Consultant ≥ 5 years	*3 Marks each*				
				Experience of each Management Consultant ≥ 2 years and < 5 years	*2 Mark each*				

				Experience of each Domain Consultant in hydrocarbon E&P sector ≥ 6 years	*3 Marks each*				
				Experience of each Domain Consultant in hydrocarbon E&P sector ≥ 3 years and < 6 years	*2 Mark each*				
				Experience of each Technology Consultant in Data Science, AI & ML and IOT ≥ 5 years	*3 Marks each*				
				Experience of each Technology Consultant in Data Science, AI & ML and IOT ≥ 3 years and < 5 years	*2 Mark each*				
		III	**Business presentation on**	**Maximum Marks 20**					

			Approach and Methodology				
		a	Understanding of OIL's requirement (scope of work, deliverables & business context) after preliminary assessment.	5			
		b	Detailed approach on addressing OIL's requirement, including work plan to meet quality and timeliness of deliverables with internal Project management team to schedule and manage the project	5			
		c	Quality of ideas/ innovation for solution to case study of OIL (case study provided as Annexure-I to PQC)	5			

d	Approach towards handling change management	5
Minimum Qualifying Score to be eligible for further evaluation is 75.		

Note:

(a) For conversion of foreign currency into Indian currency for evaluation of QCBS criteria, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of technical bid opening shall be considered.

(b) Against a particular quality criterion, if a qualified bidder does not have the requisite minimum criteria indicated in the table above, zero marks shall be assigned for that particular criteria.

(c) If a bidder qualifies the BEC Clause No. 1.2.1 & 1.2.2 on their own strength, then the experience of bidder shall only be considered for marking purposes under the Quality Criteria of QCBS. Under such condition, Experience of the parent/subsidiary [supporting company], even if submitted shall not be considered for QCBS marking. However, if a bidder qualifies based on the experience of their supporting company, the experience of the supporting company shall be considered for QCBS marking.

(d) It shall be the bidder's responsibility to ensure submission of unambiguous/ clear and sufficient documentary evidence in support of the evaluation criteria.

		(e) No clarification w.r.t QCBS marking shall be sought from the bidders. Therefore, bidders must ensure that all documents (in toto) are submitted as part of original submission. In case of deficit submission of documents in the original bid to substantiate the Bid Evaluation Criteria viz: "BEC Clause 1.2.1, 1.2.2 & 1.2.3", clarifications if required may be sought from the bidders limiting to the original submissions only and no independent fresh submission (which has no reference in the original submitted bid) shall be considered/permitted. In such cases, the related documents (submitted against post-bid clarifications) if considered for BEC qualification (minimum requirement as per BEC clause 1.2.1 & 1.2.1) will also be considered for QCBS marking, however marks for Bid Quality shall be allocated corresponding to the minimum requisite quantum only as per BEC clause Nos. 1.2.1, 1.2.2 & 1.2.3. **For e.g.:** If a bidder submits only Contract documents for 03 (three) contracts against the experience sought in the BEC Clause No. 1.2.1 in their original bid but has not submitted Job Completion Certificate/Service Entry Sheet/Certificate of Payment for any of the contract, OIL may seek the Job Completion Certificate/Service Entry Sheet/Certificate of Payment for the 03 (three) contracts as a clarification against BEC Clause No. 1.2.1. Against the clarification, if the bidder provides all the necessary documents and if all the 03 (three) contracts are found to be compliant to BEC Clause No. 1.2.1, for QCBS marking purpose experience of only 01 (one) contract will be considered. (f) Also, the bidders must indicate – (i) Details of the document			

		(Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed below in CHECKLIST-QCBS and submit the same along with the technical bid. (g) Since bidder's qualification marks are linked with the experience of personnel, bidders should ensure that the same persons, whose CV's (as prescribed format) are part of the offer are deployed during the execution of the contract. An undertaking in this respect to be provided by the bidder. (h) OIL reserves the right to verify all data/document/information provided by the bidder. (i) In case, a bidder offers more key personnel than required as per clause 1.2.3, those with least qualified experience will be considered for QCBS evaluation. The bidder must ensure that the same personnel considered for QCBS evaluation are engaged throughout the execution of the contract. For example, let's assume a bidder has proposed two (02) names against Lead-Partner for Phase-I. In this case, the person having least qualified experience will be considered for QCBS evaluation and the same person needs to be engaged throughout the execution of the contract.			
10	**4.3**	**Documentary Evidence to be submitted by bidders along with their offers:** **A. Against Sl. No. (I) a to b** of above table under Clause 4.2:			

		(i) Bidders shall submit copies of Contract document/LOA/work orders and completion certificate (both) in support of their fulfilling the respective criteria. **(ii)** Following work experience will also be taken into consideration: **(a)** If the prospective bidder is executing **work as defined in Sl No. I (a) & (b) of the above table** which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value mentioned in the above Computation Table under Clause 4.2. **(b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date. **(c)** If the prospective bidder has executed **work as defined I (a) & (b) of the above table** is a component of the contract. • In case the documents submitted as per **Para 4.3 (A) (ii) (a), (b) & (c)** above, are not sufficient to establish the volume/value/quantity/period of the work as defined in Sl No. I (a) & (b) of the above table, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of **work as defined** in **Sl No. I (a) & (b) of the above table** which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).			

		(iii) Documents in the form of Table 1 & 2 of the tender certified by the CEO / Head of bidding entity/ CFO of the bidding organisation. **B. Against Sl. No. II- a to c** of above table under Clause 4.2: Documentary evidence/CV certified by the CEO / Head of bidding entity/ CFO of the bidding organisation along documents in the form of table 3, 4 & 5 of the tender certified by the CEO / Head of bidding entity/ CFO of the bidding organisation. **Note:** In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned in the QCBS table, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.			
11	**5.0**	**AWARD OF CONTRACT:** Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B). In the event of any other situation other than above, awarding shall be guided as below:			

		i) In the event of two or more bids having the same **Evaluated Bid Score (B)**, the bid having the highest score against **Bid Quality Criteria** will be recommended for award of contract. **ii)** In case two or more bidders have same **Evaluated Bid Score (B)** and same scores against **Bid Quality Criteria**, the bidder with **highest turnover** in preceding year will be recommended for award of contract. **iii)** In the **QCBS** system, as the evaluation of the price is based on **Evaluated Bid Score** i.e., Combined score of both Quality & Cost (Quoted Price), **purchase preference policies (like Policy for MSE and PPLC etc.) shall not be applicable**. **Note:** If the bidder recommended for award of contract quotes more than 40% and less than 60% of the total price (excl. GST) against Item No. 10 & 20 respectively, then the total quoted price (exclusive of GST) will be distributed between item 10 & 20 in the ratio of 40:60 for the purpose of award of contract and payment during execution of contract shall be made accordingly.			
12	**6.0**	**GENERAL:** **6.1** In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.			

		6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer. **6.3** If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail. **6.4** Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected. **6.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard. **6.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
13	**7.0**	**FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: Bidders should note that the Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged			

		documents / certificates / information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-VIII.**			
14	**8.0**	Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I**, **Exhibit-II** and **Exhibit-III** along with the technical bid.			
15	**9.0**	Bidders have to submit a declaration as per the format prescribed in **PROFORMA-XII** regarding compliance of safety measures alongwith the technical bid.			
16	**10.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

Table 1

Serial. No.	Project Description	India/Abroad	Duration of Project	Completion Date	Value of Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Table 2

Serial. No.	Project Description	India/Abroad	Duration of Project	Completion Date	Value of Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Table 3

Serial. No.	Criteria Description	Project Name	Years of experience	Project in PSU/Other
1				
2				
3				
4				
5				

Table 4

Serial. No.	Criteria Description	Project Name	Years of experience	Project in PSU/Other
1				
2				
3				
4				
5				

Table 5

Serial. No.	Criteria Description	Project Name	Years of experience	Project in PSU/Other
1				
2				
3				
4				
5				

BOQ & PRICE BIDDING FORMAT

[Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.]

Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.

DESCRIPTION OF WORK/ SERVICES: Hiring of Consultancy Service for DRIVE 2.0 of Oil India Limited.

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	B	D = A * B
10	**Phase-I:** Exploring and identifying new Digital initiatives in line with OIL's digital strategy covering all businesses/ operational areas of OIL	Lump sum	1.00		
20	**Phase-II:** Implementation for 10 new Digital initiatives mutually selected by OIL and the Consultant as identified in Phase-I	Lump Sum	1.00		
				Total (Rs.) (exclusive of GST)	
Applicable GST Rate in %		**Applicable GST#**		**Total (Rs.) (inclusive of GST)**	

#Please select from the following list: CGST + SGST / CGST + UTGST / IGST / None

Note: The bidders shall quote **not more than 40% and not less than 60 %** of the total price (excl. GST) against Item No. 10 & 20 respectively.

This value is to be entered against the "OFFER PRICE" field in the GeM portal. Bidders to refer **Clause 7.0** of ITB for details.

BOQ & PRICE BIDDING FORMAT

[Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.]

Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.

DESCRIPTION OF WORK/ SERVICES: Hiring of Consultancy Service for DRIVE 2.0 of Oil India Limited.

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST

1. DURATION OF THE CONTRACT: The duration of the contract shall be for a period of **30 (Thirty) months** from the date of commencement of operation i.e. after completion of mobilization.

2. MOBILIZATION PERIOD:**Fifteen (15) days** from the date of issue of LoA**.** For more details please refer **Sl No. 2 under Table(A) of the SCC**, (Section II of STC of the tender).

3. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

4. 3.6The inter-se-ranking of the techno-commercially qualified bidders will be determined as per Clauses 4.0 & 5.0.

5. In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.

6. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

BOQ & PRICE BIDDING FORMAT

[Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.]

Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.

DESCRIPTION OF WORK/ SERVICES: Hiring of Consultancy Service for DRIVE 2.0 of Oil India Limited.

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST

7. Price Bid furnished without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

If the a bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

8. Input Tax Credit on GST (Goods & Service Tax) for this service is **NOT** available to OIL & the bids will be evaluated based on total price including GST.

9. Refer to GTC & STC for detail of GST.

10. Refer to STC for detailed description of the service.

11. Bidders are required to quote unit rate against all the items as per Price Bid Format.

12. The quantities mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.