



OIL INDIA LIMITED
PIPELINE HEADQUATER
PO : Udayan Vihar
Guwahati – 781171, Assam (India)
Phone: +91-361-2595680

PART-1
FORWARDING LETTER

M/s _____

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Sub: IFB No. CIC1668P27 Hiring Consultancy Service for Detailed Project Report (DPR) for development of Graphite & Vanadium mining in Phop Graphite and Vanadium Composite Licence block, Arunachal Pradesh, India

Dear Sir / Madam,

1.0 OIL INDIA LIMITED (OIL), a Govt. of India “NAVARATNA” category PSU under the Ministry of Petroleum and Natural Gas, is a premier up-stream E&P Company engaged in exploration, production, transportation of crude oil and natural gas and production of LPG. OIL also has presence in the downstream sector with majority equity stake in Numaligarh Refinery. OIL has its Registered Office and its Field Headquarters at Duliajan and its Pipeline Headquarters at Guwahati, Assam. OIL’s commitment to growth has enabled the company to spread its wings from the north-eastern part of India to establish pan India presence along with global footprints.

OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site “<https://etender.srm.oilindia.in/irj/portal>” for **IFB No. CIC1668P27 for Hiring Consultancy Service for Detailed Project Report (DPR) for development of Graphite & Vanadium mining in Phop Graphite and Vanadium Composite Licence block, Arunachal Pradesh, India** with the entire project expected to be completed within **80 weeks** from effective date of mobilization/kick-off meeting.

One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CIC1668P27
Type of IFB.	Open Indigenous E-Tender, Single Stage Two Bid System
Bid Closing Date & Time.	As mentioned in Online E-tender portal
Bid(Technical) Opening Date & Time	As mentioned in Online E-tender portal
Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time

Bid Submission Mode.	Bid to be uploaded on-line on OIL's E-Procurement portal
Bid Opening Place.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Bid Validity.	120 days from bid Closing date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
Bid Security Amount	INR 11,15,000.00 Refer Clause No. 10.0 of Instruction to Bidder (ITB)
Bid Security Validity	Minimum 30.11.2026
Original Bid Security to be submitted	The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Amount and Validity of Performance Security/Performance Bank Guarantee (PBG)	Performance security @05 % of total contract value is applicable against this contract. Validity: 3(three) months beyond Contractual Defect Liability Period.
Duration of the Contract.	80 Weeks from effective date of mobilization/Kick-off meeting
Bids to be addressed to.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Integrity Pact	Must be digitally signed & uploaded along with the Technical Bid. ANNEXURE- XII to be submitted along with technical Bid under "Technical Attachment" Tab in the E-tender Portal
Mobilization Time	21 (twenty-one) days from the date of issuance of the Letter of Award (LoA).
Pre-Bid conference	Not Applicable
Last date for receipt of pre-bid queries	Not Applicable
Pre-bid Conference date	Not Applicable
Location of Pre-bid Conference	Not Applicable

Whether tendered item is divisible	NO
Quantum of Liquidated Damage	Refer Special Conditions of Contract
MSE Purchase Preference	Not Applicable
PPP-MII Purchase Preference	Not Applicable

2.0 **Pre-Bid Conference:** Not Applicable.

3.0 **Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of **Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oil-india.in/irj/portal>

4.3 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.4 Bids without **Bid Security** shall be rejected.

4.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

4.6 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact ERP-MM at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178. However, for participation bidder must have a valid login ID and Password.

5.0 **IMPORTANT NOTES:**

5.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following document's which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and addressed to DGM (Materials), OIL INDIA LTD.

a) Printed catalogue and Literature, if called for in the tender.

b) Any other document required to be submitted in original as per tender requirement.

ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the DGM (Materials) in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with **Organizations** name, the bid will be rejected.

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical Attachment**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**

6.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

7.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-J** should be submitted along with the technical bids.

- 8.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available on OIL's website: www.oil-india.com.
- 9.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.
- 10.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- 11.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**
Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:
- 11.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- 11.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 11.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

11.4 The beneficial owner for the purpose of para 12.3 above will be as under:

11.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

11.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

11.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

11.4.4 Where no natural person is identified under 12.4.1 or 12.4.2 or 12.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

11.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

11.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

11.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.

11.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

11.8 The bidders should provide an undertakings as per **Exhibit-I, II & III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

12.0 Submission Procedure:

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL's E-tender Site:



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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13.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Balen Bharali)
Dy. General Manager Materials-PL
For GM (C&P) PL
For Executive Director (PLS)

PART - 1

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) Bid Security
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely completion of contract
 - (b) Instructions to Bidders, (Part-1)
 - (c) Bid Evaluation Criteria, (Part-2)
 - (d) General Conditions of Contract, (Part-3)
 - (e) Scope of Work/Payment Terms/Special Conditions of Contract (Part-4)
 - (f) Certification of Restriction of Procurement : Proforma:A
 - (g) Price Bid Format, (Proforma-B Annexure:DD)
 - (h) Bid Form, (Proforma-C)
 - (i) Statement of Compliance, (Proforma-D)
 - (j) Performance Security Form, (Proforma-F)
 - (k) Agreement Form, (Proforma-G)
 - (l) Proforma of Letter of Authority, (Proforma-H)
 - (m) Authorisation for Attending Bid Opening, (Proforma-I)
 - (n) Integrity Pact, (ANNEXURE- XII)
 - (o) Format for Certificate of Annual turnover & Net Worth (Annexure – VI)
 - (p) General HSE Points (Appendix-A)
 - (q) Certificate for Restriction of Procurement
 - (r) Commercial Check list (Annexure MM)
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders 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.
- 3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS

- 5.1 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:**
Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 5.3 **DOCUMENTS COMPRISING THE BID:**
Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security Declaration in accordance with Clause 11.0 hereunder.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid without indicating prices (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

(viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

(B) PRICE BID

(i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

a) Price-Bid Format as per Proforma-B (Annexure:DD)

b) Bid Form as per Proforma-C

(ii) The Price Bid shall contain the prices and any other commercial information pertaining to the service offered. Currency of quote shall be INR only.

(iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

6.0 **BID FORM:** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

7.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

8.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

10.0 BID SECURITY:

The Bid Security as per tender is required to submit as a part of technical bid. Offer without Bid Security will be rejected.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail.

12.0 SIGNING OF BID:

12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by Bidder .

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

12.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

12.3 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

12.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS

13.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Price bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "**HELP DOCUMENTATION**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Price Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The price bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

13.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-D and the same should be uploaded along with the Technical Bid.

13.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE: Not Applicable.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

16.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission

prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.

18.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19.0 BID OPENING AND EVALUATION:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be

sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 **OPENING OF PRICE BIDS:**
- 20.1 Company will open the Price Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Price Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Price Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)**, of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.2 Post bid or conditional discounts/rebates offered by any Bidder shall not be considered for evaluation of bids. However, if the lowest Bidder happens to be the final acceptable Bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

22.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

22.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

22.5 **REPATRIATION OF RUPEE COST:** Not Applicable.

23.0 **CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.6**.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

24.0 **AWARD CRITERIA:**

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as per BEC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

26.0 **NOTIFICATION OF AWARD:**

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

27.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security as mentioned in GCC.

27.1 Performance security @05% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.

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a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-E**) to be provided to the successful applicants) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled, Undertaking towards details of BG must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) /E-BG/ irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favor of "Oil India Limited" payable at Guwahati , Assam
- ii. Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

<u>BANK DETAILS OF BENEFICIARY</u>		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under

e. Point Nos. a. & b. will be accepted by the Company.

27.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

27.3 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as provided in Clause 29.1 (ii) above.

27.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

27.5 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

27.6 The Performance Bank Guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

27.8 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** and their sub-clauses shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

28.0 SIGNING OF CONTRACT:

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

28.3 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. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

30.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

31.0 **MOBILISATION ADVANCE PAYMENT:** As per Schedule "F" in SCC/Brief Scope Of Work/Payment Terms.

32.0 INTEGRITY PACT:

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide ANNEXURE- XII of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed the bid. **If any Bidder**

refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

- 32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

Shri Ajit Mohan Sharan, IAS (Retd.),
Former Secretary, Ministry of Ayush, Govt. of India
Mob No.: 9810701876
E-mail: ams057@gmail.com

Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

33.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document 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.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

- 34.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

35.0 **CUSTOMS DUTY:** Not Applicable.

36.0 **MSE Purchase Preference :** Not Applicable.

37.0 PPP-MII Purchase Preference : Not Applicable.

38.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

40.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

41.0 **VERIFICATION BY INDEPENDENT INSPECTION AGENCIES:**

41.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the following Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com

		c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

- 41.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.
- 41.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid , at the sole risk and responsibility of the bidder.
- 41.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:
- It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.
 - The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii Additional Documents : (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (**Proforma-.....**) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

42.0 ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG) POLICY

Consequent to the implementation of Sustainable Development (SD) and Environment, Social

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& Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

END OF PART - 1

PART – 2

BID REJECTION CRITERIA & BID EVALUATION CRITERIA

BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC)

Uploaded Separately.

END OF PART – 2

PART-3

GENERAL CONDITIONS OF CONTRACT

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END OF SECTION

PART – 4

Scope of Work/Payment Terms/Special Conditions of Contract

Scope of Work

Consultancy Service for “Detailed Project Report (DPR) for development of Graphite & Vanadium mining in Phop Graphite and Vanadium Composite Licence block, Arunachal Pradesh, India”

Preamble:

1.0 Preamble:

Oil India Limited (OIL), a Government of India “Maharatna” Central Public Sector Enterprise (CPSE) under the Ministry of Petroleum & Natural Gas, is a premier upstream Exploration & Production (E&P) company engaged in the exploration, development, production and transportation of crude oil and natural gas. With a strong presence across the hydrocarbon value chain, OIL also holds a majority equity stake in Numaligarh Refinery Limited (NRL), Assam, thereby extending its operations into the downstream sector. In recent years, OIL has diversified into energy transition domains, undertaking significant initiatives in renewable energy (solar and wind), green hydrogen, geothermal and critical minerals exploration, reaffirming its commitment to India’s energy security and decarbonization goals. The company’s Registered Office and Field Headquarters are located at Duliajan, Assam, and its Corporate Headquarters in Noida, Uttar Pradesh.

As part of strategic initiative towards critical mineral exploration and to align itself with the National Critical Mineral Mission, OIL has actively participated in the critical minerals auctions conducted by the Ministry of Mines, Government of India. OIL has been declared the Preferred Bidder for two (2) important mineral blocks i) Phop Graphite & Vanadium Block in Arunachal Pradesh and ii) Jorkian-Satipura-Khunja Amalgamated Potash & Halite Block in Rajasthan, India. These developments represent a significant step forward in OIL’s commitment to support India’s clean energy transition through critical mineral exploration and mining.

2.0 Objective of the Study:

The objective of this study is to engage a competent and experienced consulting firm to undertake a comprehensive technical and economic assessment for the development of graphite and vanadium resources within the Phop Graphite and Vanadium Composite Licence (CL) Block in Arunachal Pradesh. The study aims to support OIL in systematically advancing the block from scoping level assessment to a Detailed Project Report (DPR) aligned with statutory, technical, and commercial requirements.

The consultant will be responsible for:

- i. Conducting an analysis of available database and identifying data gaps. Providing technical guidance during ongoing exploration, including QA/QC review, monthly monitoring, and assessment of geology, mineralization, and resource potential

- ii. Preparing a Detailed Project Report (DPR) comprising geological modelling, resource/reserve estimation, mine planning, beneficiation/process flowsheet development, infrastructure design, environmental & social considerations, statutory compliance mapping, capital and operating cost estimation, financial evaluation, risk assessment, and implementation strategy, time schedule and recommendations thereof.

The overall objective is to prepare a development plan to enable OIL to progress towards Mining Lease (ML) application and subsequent development of a sustainable graphite & vanadium mining and processing project.

3.0 Phop Graphite and Vanadium Composite Licence (CL) Block, Arunachal Pradesh

- 3.1 The Phop Graphite and Vanadium Block, located in Keyi Panyor District, Arunachal Pradesh, has been offered by the Ministry of Mines, Government of India, under the Tranche-IV auction. The block hosts graphite and vanadium mineralisation within metamorphic sequences associated with high-grade schist and other litho-units of the Lesser Himalayas. Mineralisation has been identified through Stage G3 exploration carried out by the Geological Survey of India (GSI), confirming significant resource potential for both graphite and vanadium.
- 3.2 The Phop Block covers 108.86 ha in Phop village, Yazali Circle, located between Sere and Pith villages, around 92 km north of Itanagar and accessible via the Naharlagun–Hoj–Potin–Pitapool route followed by PWD and village road; the nearest rail and air links are Naharlagun (76 km) and Hollongi/Lilabari airports. The area comprises rugged Lesser Himalayan terrain with steep ridges, dense forests, and elevations from 1,360–1,550 m AMSL, receiving ~400 cm rainfall. The land is largely community land, inhabited by the Nishi tribe, predominantly engaged in agriculture (rice, maize, cardamom, kiwi) and Jhum/terrace farming.

3.3 During the period 2019–2023, GSI carried out Stage-G3 exploration comprising 700 m of drilling across five (5) boreholes, seven (7) trenches, and supporting geochemical analyses, XRD/EPMA studies, and core sampling.

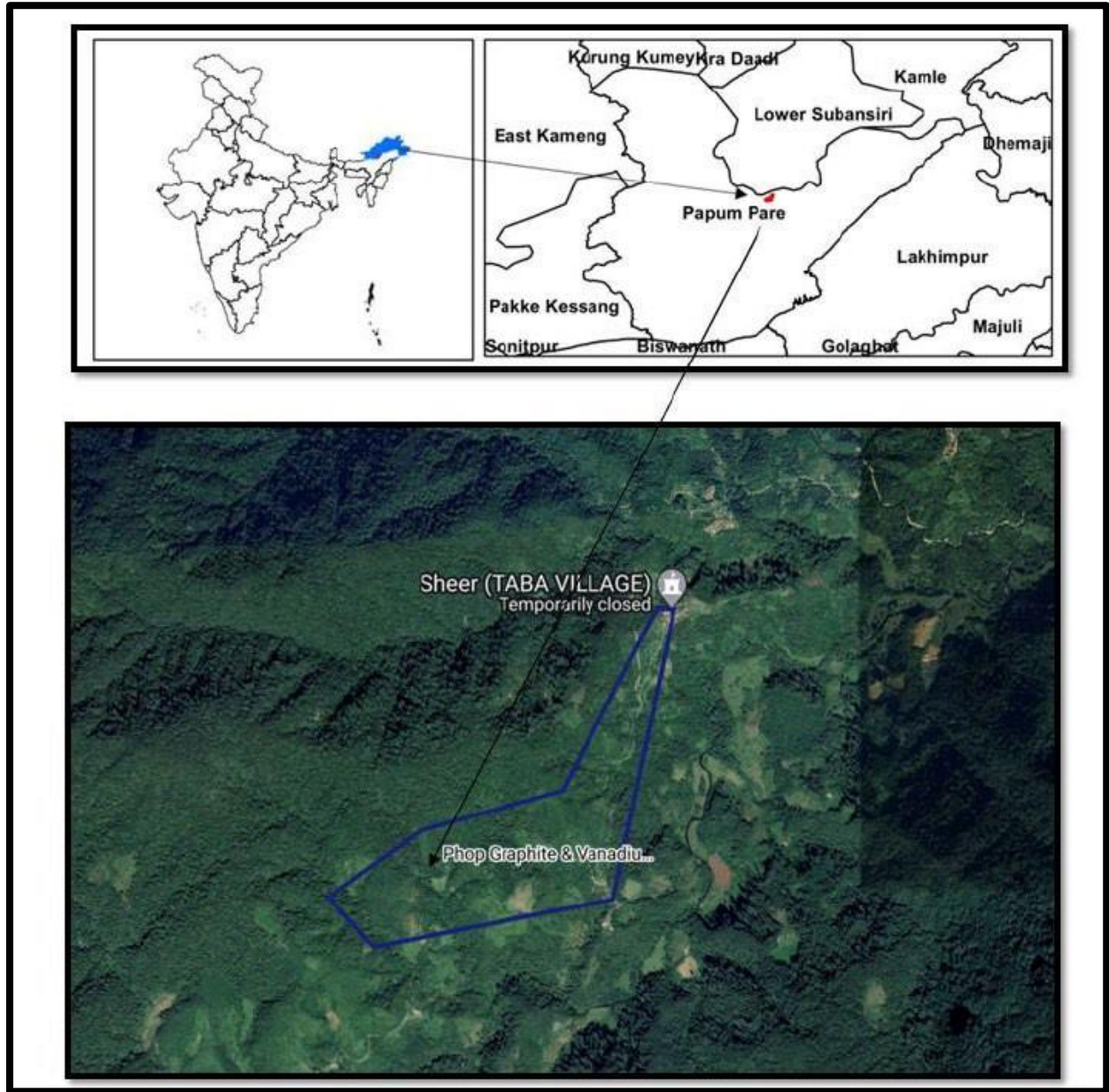


Figure 1: Location map of Phop Graphite and Vanadium Block

4.0 Scope of Work

The Consultant shall be required to undertake a comprehensive, multidisciplinary study for the Phop Graphite and Vanadium Composite Licence Block in Arunachal Pradesh, structured across the following two (2) distinct phases:

Phase-I: Study of legacy datasets and Technical Review & Guidance During Exploration

Phase-II: Preparation of the Detailed Project Report (DPR)

5.0 Phase Wise SoW Details are mentioned below:

A. Phase-I A: Study of legacy datasets & Gap Analysis :

- i) Initiation of assignment, Data Collection, visit to OIL office: The Consultant shall visit CoEES office at Guwahati, Assam to review/collect the available data of Phop Block.
- ii) Undertake a detailed review of the regional and local geological framework of the Phop Block and also the exploration done by GSI and other agencies to bring out the data gaps for further work to generate relevant data for assessment of development scheme.
 - a. Collate all geological, geochemical and exploration datasets.
 - b. Conduct a desktop review of all drilling, trenching and pit datasets, followed by physical examination of around 700 m cores stored at GSI core repositories in Arunachal Pradesh or Kolkata. Assess mineralisation thickness, flake size, continuity, grade variability and host-rock characteristics. A reconnaissance field visit of minimum 5 (five) days to the Phop Block shall be undertaken to validate surface expressions, contact relationships, and structural orientations.
 - c. Review available mineralogical data. Identify mineral assemblages critical for beneficiation process route selection.
 - d. Comment on resource assessed in the available database / reports.
 - e. Identify data gaps and recommend supplementary exploration.
- iii) Review the planned exploration including drilling spacing, drilling locations, sampling plan and test work required for resource upgrade.
- iv) Preparation of the Scope of Work for geotechnical studies, considering the Phop Block's hilly, high rainfall and geotechnically sensitive terrain.
- v) Preparation of the Scope of Work for hydrogeological studies, considering the Phop Block's hilly, high rainfall and hydrologically sensitive terrain.

B. Phase-IB: Scope of work during exploration:

- i) The Consultant shall review the exploration data generated once in every month and provide comments, suggestions, technical guidance, and recommendations on any modifications or additional work required.
- ii) Review the SOPs and provide comments and recommendations on SOPs provided by exploration agency engaged by OIL on exploration activities, such as drilling, logging, sampling, analysis and QA/QC protocols. Monitoring and review of exploration data generated by the exploration agency, in accordance with the established QA/QC protocols.
- iii) Recommend beneficiation test work involving flotation, multi-stage cleaning, impurity

removal, and where applicable roasting, acid/alkali leaching or other advanced treatment methods required to upgrade graphite concentrate and recover vanadium.

- iv) Coordinate with OIL during sample preparation and submission to a reputed laboratory for metallurgical test work, and assist in interpreting laboratory results
- v) Review laboratory test outcomes and develop an integrated process flowsheet for the beneficiation of graphite and recovery of vanadium, including evaluation of alternative processing routes and optimised reagent regimes.
- vi) Collate and integrate all geological, geochemical, trenching, drilling, mineralogical and geophysical datasets generated during the exploration period.
- vii) Review borehole logs, trench logs, assay results, geochemical & geophysical datasets, mineralisation continuity (lateral and vertical), thickness, grade variation and ore body geometry based on new exploration findings.
- viii) Advise on the requirement, size, and location of bulk samples needed for metallurgical and beneficiation test work for graphite and vanadium. The consultant shall define the sample type, ideal locations, and number of samples required for mineralogical studies.
- ix) Physical verification and review of the drill cores against corresponding drill-hole logs generated during exploration period, stored at core repositories in Arunachal Pradesh or Guwahati.
- x) Review and summarize the 3D geological/litho-structural model, Geological Report, Resource Report, laboratory test results, geophysical logs, and core-logging outputs, resource estimation updates and resource classification prepared by the exploration agency engaged by OIL as per UNFC guidelines.
- xi) A minimum of two (02) field visits shall be undertaken to the Phop Block during the exploration period. The visiting team shall be constituted in consultation with OIL and shall comprise experts, as required, from geology, mining, mineral processing, geotechnical and hydrogeology disciplines.

Deliverables of Phase-IA:

- i) A detailed report covering available data for Phop Block, interpretation, identification of data gaps and recommendations for additional exploration and studies
- ii) An in-person technical presentation of Phase-IA findings, interpretations and recommendations at CoEES, Guwahati and/or OIL Corporate Office, Noida prior to finalisation.
- iii) Final Phase-IA Report incorporating feedback received during the presentation.
- iv) Submission of the above deliverables together will constitute successful completion of Phase-IA.

Deliverables of Phase-IB:

- i) Monthly Technical Review Reports covering exploration data review, recommendations, QA/QC compliance etc.
- ii) Recommendation Report on Bulk Sampling detailing the requirement, size, and location of bulk samples needed for beneficiation and metallurgical test work.
- iii) Review and summarising the comments on the 3D geological/litho-structural model, Geological Report, Resource Report, laboratory test results, geophysical logs, core-logging outputs and UNFC-based resource classification prepared by the exploration agency engaged by OIL.
- iv) Quarterly Consolidated Review Summary of exploration progress and key technical

insights.

- v) Technical presentation of Phase-IB findings at CoEES, Guwahati and/or OIL Corporate Office, Noida prior to finalisation.
- vi) Final Phase-IB Report incorporating feedback received during the presentation.
- vii) Submission of the above deliverables, collectively marking successful completion of Phase-II.

C. Phase-II: Preparation of the Detailed Project Report (DPR)

The Scope of study for Detailed Project Report:

a) Vetting of Geological Report (UNFC)

Vetting of geological, geotechnical and hydrogeological reports.

b) Vetting of Geotechnical Assessment:

Report covering the following would be studied and included in the report:

- i) Review of core logging, lab test reports generated by outsourced agency engaged by OIL.
- ii) Review geotechnical studies carried out during the exploration phase, including rock mass classification, strength parameters and structural assessments.
- iii) Review recommendations for slope stability, pit wall design parameters and ground support measures required to ensure safe and stable opencast mining operations.

c) Vetting of Hydrogeological Assessment:

Report covering the following would be studied and included in the report:

- i) Review all hydrogeological studies carried out during exploration, including:
 - a) Aquifer properties, permeability tests, groundwater levels, spring occurrences, seepage pathways and water inflow observations in drill holes and trenches.
 - b) High groundwater flow zones and rainwater infiltration zones, particularly along fractures, shear zones and valley-side slopes that may influence mine stability.
 - c) Recommended comprehensive dewatering and drainage strategy suited for a rain prone hilly environment, including surface runoff diversion, bench drainage, sump design, pumping requirements and stormwater management systems.
 - d) Guidance on ground support measures and slope stabilisation required to mitigate water induced weakening of pit walls and ensure safe and continuous opencast mining operations.
 - e) Detailed water balance analysis for mining, processing, utilities and long-term water sustainability.
 - f) Assess feasibility of ZLD/water recirculation for a high-rainfall, hilly terrain like Phop. Recommend stormwater control, clarifier systems and water recycling.

- g) Climate risk assessment for water availability, groundwater drawdown, and long-term mine safety.

d) Mine Planning: Opencast Mining

- i. Recommend suitable bench heights, widths, overall pit slope and mine layout plan appropriate for the hilly, high rainfall terrain of the Phop Block.
- ii. Propose the rated mine capacity and prepare an annual production plan along with a Life-of-Mine (LOM) plan, including computation of stripping ratio and identification of suitable overburden and waste-dump areas
- iii. Determine and size the required mining equipment fleet and manpower, covering drilling, loading, hauling, dozing, water sprinkling and ancillary operations.
- iv. Prepare a conceptual Mine Closure Plan, including progressive reclamation, safety measures, landform restoration and post-mining land use.

e) Mineral Reserves

- i. Estimate Mineral Reserves and Mine Life.
- ii. Prepare life-of-mine (LOM) production schedule linked to processing capacity.

f) Beneficiation & Process Flow Sheet:

- i. Review of ore characterization studies, including mineralogical, physical and chemical analysis, liberation studies, and Bond Work Index testing to assess grindability of the graphite–vanadium ore.
- ii. Estimate processing plant capacity, graphite and vanadium recoveries, mass balance, water balance and tailings characteristics required for design of the downstream processing and waste-management systems.
- iii. The Consultant shall characterise the tailings generated from graphite flotation and vanadium extraction to assess their physical, chemical and environmental properties, and based on these results recommend appropriate and environmentally safe tailings management solutions, considering the high rainfall, hilly terrain. The Consultant shall also evaluate the potential for recovery of any secondary minerals from the tailings and assess possible utilisation options wherever feasible.
- iv. Design process plant facilities. Long-term tailings storage facility (TSF) design and stability assessment

g) Infrastructure & Utilities Design

- i. Plan the overall project infrastructure, including energy supply, electrical distribution, automation and telecommunications, designed for a remote, hilly and high rainfall environment.
- ii. Assess and recommend sustainable water-sourcing options (surface water, groundwater, rainwater harvesting and storage), considering the hilly terrain, high rainfall and the need for reliable year-round supply for mining, processing and domestic use, ensuring no adverse impact on nearby natural stream flow.
- iii. Develop the layout and cost estimates for access roads and internal haul roads, power-

supply networks, water-treatment facilities, wastewater recycling and reuse systems, and raw/process water storage, suited to the steep gradients and heavy rainfall conditions of the Phop Block.

- iv. Propose the detailed power-supply arrangement (including substations and backup systems), water-treatment facilities, wastewater recycling schemes and water-storage systems in line with the topography and climatic conditions of the area
- v. Prepare a plan for workshops, warehouses, fuel and lubricant storage, administrative buildings and worker accommodation, with appropriate site selection and layout to minimise geotechnical risks, flooding, landslide hazards and environmental impacts in the hilly terrain.
- vi. Design tailings-storage and waste-rock facilities in accordance with geotechnical stability, environmental standards and long-term closure requirements
- vii. Integrate stormwater management systems, including lined drains, catch-pits and diversion channels to protect facilities during peak rainfall.
- viii. Ensure all infrastructure is climate-resilient, with specific consideration for intense rainfall, landslide and other extreme weather events expected in the region.

h) Land requirement

- i. After completion of detailed exploration and resource delineation, provide recommendations on parts of the concession area that may require additional land or can be relinquished, in accordance with the provisions of the MMDR Act, 1957 and relevant State rules.
- ii. Assess land requirement (within/outside the CL block) for extraction, processing and various facilities required for the project.

i) Environmental & Social Impact Assessment

- i. Baseline Environmental & Social studies shall be conducted by an Accredited agency for EIA and EMP including air, water, noise, soil, socio-economic, bio-diversity, cultural heritage and sensitive environmental features, including the natural stream and nearby village settlements. Provide guidance on identifying potential environmental and social impacts and suitable mitigation measures
- ii. Identify environmental risks and mitigation measures.
- iii. Develop mine-closure and rehabilitation plans.
- iv. Outline community engagement and resettlement.
- v. Long-term reclamation plan for mined and disturbed land.

j) Statutory & Regulatory Compliance

- i. List all required permits and clearances (mining lease, EIA/EMP, water, forest, etc.).
- ii. Guide preparation and submission of EIA/EMP to regulatory agencies.
- iii. Ensure alignment with national mining, environmental and safety regulations.

- iv. Compliance mapping with MMDR Act, MCDR 2017, CGWA norms and State Mining Rules.

k) Product Handling, Logistics & Marketing

- i. The ore sales as produced from the mine should be assessed for pricing
- ii. For beneficiated ore, define the product specifications for graphite concentrate and vanadium products, along with requirements for storage, drying, packaging and safe handling.
- iii. Assess feasible transportation options, considering the hilly terrain and limited connectivity in Arunachal Pradesh, including trucking routes to nearest railheads, potential rail connectivity, and linkages to downstream processing hubs or ports for export.
- iv. Analyze target markets (domestic & export), pricing trends, demand-supply balance and long-term market outlook.
- v. Develop a go-to-market strategy, distribution channels and sales forecasts by consultant.
- vi. Prepare logistics cost modelling, comparing alternative transport corridors, elevation profiles, road conditions and multimodal transport options to determine the most cost-effective route from mine site to market.

l) Capital & Operating Cost Estimates and cashflow analysis

- i. Prepare detailed CAPEX & OPEX for two scenarios with +/- 20% variance:
 - a) Sale of ore produced from the mine (no beneficiation plant)
 - b) Sale of beneficiated product from the mine
 - Full lifecycle cost analysis should be done in both above cases including reclamation and closure liabilities
- ii. Pricing of product
 - Price to be fetched for sale of ore produced
 - Price of final product after beneficiation
 - The market scenario and any forecast available may be utilized.
- iii. Develop a financial model (NPV, IRR, payback) under base, upside and downside cases for both scenarios:
 - a) Sale of ore produced from the mine (no beneficiation plant)
 - b) Sale of beneficiated product from the mine
- iv. Conduct sensitivity analysis on key variables (grade, recovery, commodity price).
- v. Scenario modelling for base, optimistic and conservative cases.

m) Execution Strategy & Schedule

- i. Propose a phased rollout (Exploration → Mining → Detailed Engineering → Construction → Commissioning).

- ii. Develop a Gantt-chart schedule with milestones and critical path.
- iii. Recommend procurement and contracting strategy (EPC, EPCM, owner-operators).
- iv. Construction sequencing plan and commissioning strategy.
- v. Health, Safety & Environment (HSE) plan for project execution.

n) Risk Assessment & Mitigation

- i. Identify technical, financial, regulatory and market risks for the products.
- ii. Perform SWOT analysis.
- iii. Recommend risk-mitigation and contingency measures.

Deliverables of Phase-II:

- i) Complete Detailed Project Report (DPR) in Soft Copy and Hard Copy (3 copies of final accepted report).
- ii) Detailed Financial Model (Excel Format) including CAPEX, OPEX, NPV, IRR, payback, price scenarios, sensitivity analysis, and revenue projections.
- iii) Process Design Deliverables
 - a) Process Flow Diagrams (PFDs)
 - b) Preliminary Piping & Instrumentation Diagrams (P&IDs)
 - c) Mass balance, reagent consumption, and plant layout files
 - d) Preliminary process-plant layout
 - e) Tailings-management and TSF concept design
- v) Infrastructure Design Deliverables, including layouts for access roads, water supply systems, power systems, waste-rock and tailings facilities, workshops, offices, storage and worker accommodation consistent with hilly, high-rainfall terrain.
- vi) Technical presentation of Phase-II findings at CoEES, Guwahati and/or OIL Corporate Office, Noida prior to finalisation.
- vii) Final Phase-II Report incorporating feedback received during the presentation.
- viii) Submission of the above deliverables, collectively marking successful completion of Phase-II.

6.0 Submission of Reports:

- a) On completion of the study in entirety, the Consultant must submit the draft report on overall outcome of the study (inclusive of all phases) at CoEES, Guwahati. After incorporating necessary corrections and changes suggested by OIL (if any) in the draft report, a final comprehensive final report (4 hard copies and a soft copy) would have to be submitted at CoEES, Guwahati.
- b) All maps, drawings and technical illustrations shall be provided in high-quality printed format (appropriate scale as relevant for mining projects; 1:10,000 or 1:25,000 or as directed by OIL for geological maps, plant layouts, and infrastructure plans) and soft copies in editable formats (PDF, CAD, GIS, geological model formats)

- c) The Consultant shall submit all final geological and mining deliverables, including the review of 3D geological model, resource model and mine-planning files with all associated project back-ups. Final process engineering documents—including PFDs, P&IDs, mass and water balance, preliminary process-plant layout and TSF concept design—shall also be submitted. In addition, final CAPEX–OPEX estimates, financial assumptions, closure costs and project economics must be provided in editable formats.
- d) Delivery of the final presentation (in person) on the overall project outcome, followed by acceptance of the comprehensive final report by OIL will mark the successful completion of the project.

7.0 Place of Work, Facility and Work Association:

- a) The Consultant shall carry out all study activities at their own office/work facility. A team from OIL may visit the Consultant’s facility during any phase of the project for technical review, progress verification, and discussion of interim results. The Consultant shall extend all required technical support, data access, and working facilities during such visits at no additional cost to OIL. OIL shall bear the travel, boarding, and lodging expenses of its personnel during these visits.
- b) OIL shall provide the required project backup to the Consultant for review of the 3D geological/litho-structural model.
- c) All final geological, resource, and mine-planning models shall be delivered in industry-standard formats compatible with software platforms used by OIL and universally readable formats. The Consultant shall ensure that the entire modelling workflow, datasets, wireframes, block models, and mine designs can be loaded, viewed, and run in OIL’s software environment at no extra cost. The Consultant shall assist in loading the final models at CoEES, Guwahati or place as directed by OIL.
- d) If any key personnel engaged in the project need to take leave or are unavailable, the Consultant shall arrange a suitable replacement with equivalent or higher qualifications and relevant experience. Such replacement shall not affect project timelines, deliverables, or quality.
- e) The Consultant shall undertake field / office visits to CoEES, Guwahati/ Phop Block/ GSI Core Repository /Corporate Office, Noida/ OIL offices as mentioned in the Scope of Works for discussions, presentations, data reviews, or coordination. All travel, boarding, and lodging expenses for the Consultant’s personnel shall be borne by the Consultant.
- f) The Consultant shall ensure effective quality control at every stage of study, modelling, analysis, and report preparation to deliver a final product of high technical and professional standard. All models, estimates, and documents shall undergo internal peer review before submission to OIL.

Work Association:

- a) The Consultant shall facilitate hands-on knowledge transfer to OIL’s personnel throughout all phases of the project. The Consultant shall make provisions for work association, project review, and collaborative technical sessions at their facility at no additional cost to OIL. For review of critical project phases, a team of OIL personnel may visit the Consultant’s office.

Dates and schedules shall be finalized through mutual agreement based on project needs. All transportation, food, and accommodation expenses for OIL personnel during these work-association visits will be borne by OIL.

- b) The Consultant shall also undertake part of the project work at OIL's CoEES, Guwahati, or any other location as advised by OIL specifically during Phase-IB and the Detailed Project Report (DPR) preparation stage in Phase-II. The Consultant shall ensure that their technical team works for five (5) days during Phase-IB and ten (10) days in Phase-II at OIL facilities during each of these phases for work association, model review, and knowledge sharing with OIL's personnel. The remaining portion of the work shall be carried out at the Consultant's own facility. The exact dates, schedules, and deployment plans for these OIL based activities shall be finalized later through mutual agreement during project execution. During their stay at OIL facilities, the Consultant shall make their own arrangements for travel, boarding, and lodging. The Consultant shall bring and operate their own mobile workstations, licensed software, and computational tools necessary for working in modelling and DPR related work at OIL facilities.

8.0 Deployment of Contractor's personnel:

The deployment of consultant to carry out the study shall be as under:

- a. Project Manager:** The Consultant shall deploy one (01) Project Manager for the entire duration of the project. The Project Manager shall be responsible for overall coordination, execution, supervision, and delivery of all phases of the assignment in accordance with the Scope of Work, technical standards, timelines, and quality requirements acceptable to OIL. The Project Manager must be present during all final phase-wise discussions/presentations, including the final project presentation. The Project Manager shall be a qualified Geologist/ Mining Engineer /Mineral Processing Engineer with a minimum of 15 years of professional experience in graphite and/or vanadium exploration, mining and processing projects globally. The Project Manager must have demonstrable experience in at least two (02) graphite and/or vanadium exploration/mining / beneficiation projects undertaken at the global level. Relevant documentary evidence supporting the above experience must be submitted with the bid.
- b. Senior Geologist (s):** The Consultant shall deploy minimum one (01) Senior Geologist (s) with a minimum of 10 years of working experience in graphite and/or vanadium geology, including hands-on experience in at least one graphite and/or vanadium exploration or mining project. The Senior Geologist must have proven expertise in metamorphic terrain geological interpretation, mineralization controls, flake-graphite characterization, vanadium-bearing lithologies, grade continuity assessment and mineralogical interpretation. The expert shall also possess substantial experience in G3-G1 exploration activities, including core logging, trench/pit evaluation, structural interpretation, ore-body continuity assessment and 3D geological modelling using industry-standard software. Relevant documentary evidence of the Senior Geologist's qualifications and relevant experience must accompany the bid.
- a) **Senior Mining Engineer (s):** The Consultant shall deploy minimum one Senior Mining Engineer (s) with a minimum of 10 years experience in opencast mining projects, preferably in hard rock or metamorphic terrains, including global hands-on experience in at least one (01) graphite and/or vanadium mining project in hilly and rain dominant terrain.

The expert must have demonstrable experience in mine layout and pit design, bench design, pit-slope and haul-road design, mine scheduling, waste-dump planning, equipment selection and manpower planning. Relevant documentary evidence supporting the required experience must be submitted with the bid.

- c. Senior Mineral Processing Engineer (s):** The Consultant shall deploy minimum one (01) Senior Mineral Processing Engineer (s) with a minimum of 10 years experience in the processing of graphite and/or vanadium ores, including hands-on experience in at least one (01) global graphite and/or vanadium beneficiation project. The expert must have demonstrable experience in ore characterisation, flotation-based graphite beneficiation, impurity-removal techniques, reagent optimisation, flowsheet development, and mass and water balance preparation, as well as experience in vanadium recovery methods. The expert should also have experience in plant design inputs, tailings characterisation, and residue management for such commodities. Documentary proof of the required qualifications and experience must be submitted with the bid.
- d. Senior Hydrogeologist (s):** The Consultant shall deploy minimum one Senior Hydrogeologist (s) with a minimum of 10 years experience in the hydrogeology of opencast mining projects, including hands-on experience in at least one (01) mining project in hilly and rain dominant terrain. The expert must have proven experience in groundwater modelling, aquifer characterization, pumping tests, seepage assessment, and the evaluation of surface–subsurface water interactions in complex geological settings. The expert should also have demonstrable capability in the design of dewatering, drainage and water management systems, including stormwater control measures, slope stability related hydrogeological assessments and identification of high infiltration or high-flow zones. Documentary proof of the required qualifications and experience must be submitted with the bid.
- e. Senior Geotechnical Expert (s):** The Consultant shall deploy minimum one (01) Senior Geotechnical Expert with a minimum of 10 years experience in geotechnical engineering for mining projects, including hands-on experience in at least one (01) mining project in hilly and rain dominant terrain. The expert must have demonstrated experience in rock-mass classification, geotechnical logging, rock-mechanics testing, slope-stability analysis, pit-wall and bench design, waste-dump stability assessment, erosion control and ground-support recommendations for opencast mines. The expert should also be capable of assessing landslide risks and providing mitigation measures suited to steep and rainfall-dominated environments. Relevant experience certificates supporting these competencies must be submitted with the bid.
- f. Financial analyst:** The Consultant shall deploy minimum one (01) Finance Manager (s) with a minimum of 10 years experience in financial modelling and economic evaluation of mining projects, including hands-on experience in at least one (01) mining project. The expert could be an Engineer or MBA and have demonstrable experience in CAPEX/OPEX modelling, NPV/IRR/payback analysis, commodity price forecasting, and conducting sensitivity and risk assessments. Documentary evidence supporting the required qualifications and experience must be attached with the bid
- g.** During execution of the work, OIL shall have the right to seek change of any project team member, engaged in carrying out the work under the contract, if his/her performance is not up to OIL's satisfaction.

- h.** The names of the core team members along with their biodata/experience certificates/profile /educational qualification with certificates (in attached format) must accompany the bid/quote. The personnel fulfilling the experience criteria as mentioned in BEC and approved by OIL shall only be allowed for execution of the job.
- i.** Any change of personnel during the tenure of the contract is generally not allowed. Replacement of the personnel shall only be considered in special cases like resignation, dismissal from the Company or death etc. In such cases the personnel must be replaced by another competent person having equal or more experience than the personnel to be replaced. Acceptance and rejection in this regard will be solely on OIL's discretions.

9.0 Timeline:

- a) The total time duration for the entire study shall be of 80 weeks from the effective date of mobilization/kick-off meeting.
- b) A tentative timeline phase wise has been given below (Table –1). However, the Consultant may provide revised activity wise break-up of proposed project timeline as per it's understanding during the kickoff meeting in consultation with OIL without affecting the total project timeline of 80 weeks.
- c) The Consultant must mobilise/reach workplace within 21 days of issuance of LoA.
- d) Post submission of the Final report, the Consultant shall provide support & assistance for additional 3 months for any clarification of the report and to address any technical query raised during approval process of the Feasibility report by the competent authority of OIL.
- e) The jobs may be called off at the end of any phase at OIL's discretion in which case, the payment will be made for the actual Work done till the date of termination.
- f) The job will be deemed to be complete only when the final report submitted by the Consultant is accepted by OIL, in accordance with the Scope of Work document.

Table-1

Phase	Description	Tentative time for each phase
IA	Study of legacy datasets & Gap Analysis	4 weeks
IB	Review during exploration	60 weeks
II	Detailed Project Report	15 weeks
	Report Submission and Presentation	1 week
	Total	80 weeks

10.0 Schedule of Rates

Table-2 (Payment Schedule)

Phase	Deliverables / Milestone	Time Schedule	Payment (% of Total Study Cost)
IA	Successful completion and acceptance of Phase-IA deliverables	4 weeks	10%
IB	IB-1 Submission of monthly review reports, acceptance of interim technical review reports, QA/QC compliance review, field visit reports and recommendations during exploration	15 weeks	15%
	IB-2 Submission of monthly review reports, acceptance of interim technical review reports, QA/QC compliance review, field visit reports and recommendations during exploration	15 weeks	15%
	IB-3 Submission of monthly review reports, acceptance of interim technical review reports, QA/QC compliance review, field visit reports and recommendations during exploration	15 weeks	15%
	IB-4 Successful completion and acceptance of Phase-IB deliverables (Monthly reviews, field visit reports, review of 3D model& resource estimation, final Phase-IB report & presentation)	15 weeks	15%
II	Successful completion and acceptance of Phase-II deliverables including financial model, presentation & final DPR submission	16 weeks	20%
—	Post-submission support (up to 3 months)	-	10%
Total	—	80 weeks	100%

- a) The Consultant(s) is required to raise invoices to OIL after completion of each phase as mentioned in table-2.
- b) Consultant(s) to submit three (03) sets of invoices to the Company for payment along with Company certificate of satisfactory completion.

Note:

1) The job may be called off at the end of any phase at OIL's discretion in which case, the payment will be made for the actual Work done till the date of termination.

11.0 Data Confidentiality:

All information, data, documents in any form furnished by OIL to the Consultant(s), or any of its sub- Consultant(s) concerning or in connection with execution of this contract shall be kept secret and treated in strict confidence. Disclosure of any of such information and data (including the information/output obtained during conduct of the work) shall not be made in any case even after completion of this contract except with the prior specific and written consent of OIL.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- A The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of payment, and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

- B Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- C In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Letter of Acceptance along with Statement of Agreed Variations.
 - ii) Fax of Acceptance / Letter of Acceptance
 - iii) Schedule of Payments as enclosure to Letter of Acceptance.
 - iv) Special Conditions of Contract
 - vi) Terms of Reference/ Instructions to Consultants
 - vii) General Conditions of Contract
 - viii) Other applicable Standards

The following 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.

PART-I:

Mobilization	The Consultant shall mobilize its team within 21 (twenty-one) days from the date of issuance of the Letter of Award (LoA). A kick-off meeting in physical mode at CoEES, OIL office, Guwahati shall be conducted within 14 (fourteen) days from the date of LoA, unless otherwise agreed by OIL. The date of the kick-off meeting shall be considered as the commencement date of the assignment.
Duration of contract	The total duration for completion of the entire study shall be 80 (eighty) weeks from the effective date of mobilization/kick-off meeting. The assignment shall be considered complete

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	only after submission of the final report by the Consultant and its acceptance by OIL in accordance with the Scope of Work (SoW).
Support to provide	Post submission of the Final report, the Consultant shall provide support & assistance for additional three (3) months for any clarification of the report and to address any technical query raised during approval process of the Feasibility report by the competent authority of OIL.
Performance Bank Guarantee (PBG):	The validity of the PBG shall be 80 weeks plus three (3) months (as per OIL policy) and an additional three (3) months (support period) to cover the period required for release of the final 10% payment.
Inspection	NA
Price Bid	The bidder shall submit the Price Bid in accordance with the Schedule of Pricing provided in the tender document . Attached under “Notes & Attachment”
Terms of Payment	Refer to Schedule of Rates (SoR) and Terms of Payment Schedule under SoW. The balance 10% payment shall be released after three (3) months support period from the contract completion date, subject to satisfactory completion of the assignment and acceptance of the final deliverables by OIL.
Submission of Invoice	The Contractor shall raise invoices for release of payment as mentioned as per the Schedule of Rates (SoR) and Terms of Payment Schedule under SoW.
Agent Commission	NA
Arbitration	Location of Arbitration shall be Guwahati (Assam), India
Conflict of Interest	The Consultant engaged for preparation of the DPR shall perform the services with complete

	<p>independence, objectivity, and professional integrity, and shall avoid any situation that may lead to a conflict of interest with any agency, contractor, or entity involved in exploration or related activities of the project.</p> <p>The Consultant, its affiliates, parent companies, subsidiaries, or any of its key personnel shall not have any direct or indirect commercial, contractual, or financial interest in the exploration agency engaged by OIL or in any related services associated with the project, which may influence or compromise the objectivity and impartiality of the DPR study.</p> <p>The Consultant shall promptly disclose to OIL any actual or potential conflict of interest that may arise during the execution of the assignment. Upon such disclosure, OIL reserves the right to review the situation and take appropriate action, including requiring replacement of personnel or taking other measures to ensure impartial execution of the assignment.</p> <p>The decision of OIL regarding the existence and extent of any conflict of interest shall be final and binding on the Consultant.</p>
Provision of Personnel facilities	All expenses related to the Contractor personal facilities during the tenure of the Contract (including transportation, fooding & lodging, local boarding, lodging, & medical attention etc.) has to be borne by the Contractor.
Warranty and remedy of defects	NA
Subcontracting: Allowed/ Not Allowed	Not Allowed
If allowed, define Petty Services	NA
Address details for submission of invoice	<p><i>All Invoices are to be sent to the following address</i></p> <p>HoD (CoEES)</p> <p>Oil India Limited,</p>

	<p><i>5th floor, NRL Center, GS Road, Guwahati</i></p> <p><i>Assam</i></p>
Force Majeure	Applicable as per GCC.
Purchase Preference for MSE & MII	Not applicable for this tender
Insurance	<p>The contractor at his own cost shall arrange, secure and maintain all six insurances listed under GCC 14.16 (to confirm) throughout the contract period. However, if contractor feel that some of these insurances are not applicable for this contract as per the nature of service than contractor may request to OIL for exemption of the same with proper reasoning along with proper valid documentation and obtain the approval from OIL for exemption of such insurances otherwise, it will be taken as non-compliance.</p> <p>View above, successful bidder shall make their representation to OIL and obtain approval, if any insurance is not required for such service.</p>
Patent Indemnity	<p>Contractor agrees to indemnify Company and pay any costs and damages finally awarded for claims based on an actual or alleged infringement of any patent, copyright or registered trademark granted or registered at the effective date of this Contract in the country of provision of Services and resulting from the Service in accordance with its intended purpose as specified in technical specifications of the contract.</p> <p>However, Contractor will not be liable for Patent, copyright, registered trade mark or similar infringement that arises (i) Contractor's compliance with Company's specifications, where such specifications require Contractor to modify the service (ii) the combination of the Service with other products or services not furnished or approved in writing by Company (iii) any unauthorized addition to or modification of the Service (iv) any use of the Service in the performance of a method or process (practice of a process), except where such practice is solely completed by or within the Service (v) the combination of the Service with other services where, but for the combination, there would be no infringement.</p>

	<p>Company will defend and hold Contractor harmless against any expense, judgment or loss for alleged infringement of any patent, copyright or other proprietary right which results from a claim based upon (i), (ii), (iii), (iv) & (v).</p>
Intellectual Property Ownership	<p>While providing the services to Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are the Contractor's exclusive property and which Contractor may freely utilize in providing services for its customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by OIL. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to OIL to use Contractor Group's intellectual capital (including intellectual property).</p>
Data Liability	<p>OIL shall at all times be responsible for the data provided by OIL and for providing back up for all data files. It is clearly understood that Contractor has no liability for loss, damage, or destruction to any Company data, except in the case of intentional misconduct, in which case Contractor's sole Liability is limited to reloading the data from the most recent database back-up. In no event shall Contractor ever be liable for reacquiring OIL's data.</p>
Interpretation Liability	<p>All interpretations and all recommendations or resource descriptions based upon such interpretations, are opinions based on inferences from measurements and empirical relationships and on assumptions, which inferences and assumptions are not infallible, and with respect to which competent specialists may differ. In addition, such interpretations, recommendations, and resource descriptions may involve Company opinion and judgment. Company has full responsibility for all interpretations, recommendations and resource descriptions.</p>

	<p>Contractor cannot and does not warrant the accuracy, correctness or completeness of any interpretation, recommendation or resource description. Under no circumstances should any interpretation, recommendation or resource description be relied upon as the sole basis for any drilling, Geological and Geophysical survey, trenching, sampling, laboratory testing or other technical or financial decision or any procedure involving any ask to the safety of any drilling venture, drilling rig, geophysical survey or its crew or any other individual. Company has full responsibility for all such decisions and for all decisions concerning other procedures relating to the exploration activities.</p>
<p>Receivables of Micro and Small-Enterprises (MSES) through Trade Receivables Discounting System (TReDS) platform</p>	<p>Vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDIS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer</p> <p>(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.</p> <p>(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDIS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.</p> <p>(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential</p>

	<p>damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.</p> <p>Note:</p> <p>i Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).</p> <p>ii Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).</p>
Submission of Invoice	Digitally Signed Invoice along with supporting documents (if any) against the PO/Contract shall be submitted in OIL Vendor Portal (Vim.oilindia.in). Only after receipt of undisputed Invoice payment shall be processed.

PART-II: SPECIAL TERMS AND CONDITIONS

Details of the Service	“HIRING OF SERVICES FOR DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT OF POTASH MINING IN JORKIAN SATIPURA KHUNJA AMALGAMATED POTASH AND HALITE COMPOSITE LICENCE BLOCK, RAJASTHAN INDIA”
Area Of Operation/ Study Area	Jorkian Satipura Khunja Amalgamated Potash and Halite Block, Hanumangarh District, Rajasthan
HSE Policy	As per APPENDIX-A (Safety Measures) of Bid Documents
Notice	<p>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:</p> <p>Company</p> <p>a) For contractual matters, GM (C&P)</p> <p>Pipeline Headquarters Narengi, Guwahati Phone No. Email:</p> <p>b) For technical matters</p>

	<p>HoD-CoEES, 5th Floor, NRL Centre, GS Road, Guwahati Oil India Limited, Phone No. Email:</p> <p>Contractor A notice shall be effective when delivered or on the notice's effective date, whichever is later</p>
Liquidated Damage	Liquidated Damage @ 0.5% on the total contract value for delay per week or part thereof subject to a maximum of 7.5% of total contract cost.
Penalty	<p>In case any key personnel of the Team deployed for the project is required to be replaced due to reasons such as resignation, dismissal, illness, or any other unavoidable circumstances, the Consultant shall arrange a suitable replacement having equal or higher qualifications and relevant experience within 21 (twenty-one) days from the date of occurrence of such vacancy or intimation by OIL. The proposed replacement shall be subject to review and approval by OIL.</p> <p>If the Consultant fails to deploy an approved replacement within the stipulated 21 days, a penalty of INR 10,000 (Rupees Ten Thousand only) per day shall be imposed until the suitable replacement is deployed and accepted by OIL. Such penalty shall be deducted from the Consultant's payable bills or any other dues payable by OIL.</p> <p>OIL reserves the right to take further appropriate action as deemed necessary in case of prolonged non-compliance</p>
Confidentiality of Information	All information obtained by Contractor in the conduct of operations and study hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

BID EVALUATION CRITERIA (BEC)**PART – 2****BID EVALUATION CRITERIA (BEC)**

1.0 **GENERAL CONFORMITY:** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

2.0 CRITERIA FOR LOCAL CONTENT (LC):

The bidder must be incorporated/constituted 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) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Annexure- A-1** to BEC].

(c) The aforesaid undertaking of the bidder as stated in point (b) above 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. [Format enclosed as **Annexure- A-2** to BEC].

(d) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 The bidder must be a **Mineral Exploration and Mining Consultancy Service Provider** and must have an experience in consultancy work related to **mineral exploration, evaluation, mine planning and DPR studies** for a period of at least **7 (Seven)** from the original bid closing date.

3.2 Additionally, the bidder must have experience of completing at **least one graphite exploration and mining related project** in the last **7 (Seven) years** reckoned from the original bid closing date of this tender.

3.3 Notes to BEC Clause 3.1 and 3.2 above

3.3.1 In support of the experience criteria of Clause No. 3.1 above, the bidder must furnish documentary evidence citing names and addresses of the clients along with project description and year of completion.

3.3.2 For proof of requisite Experience (Clause No. 3.2 above), 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 showing detailed scope of work in line with Clause No. 3.2

AND

- II. Project Completion Report/Job Completion Certificate/SES (Service Entry Sheet)/ Certificate of Payment (COP) or any other document showing:
 - a) Quantum of Job Done
 - b) Nature of Service
 - c) Work order no./Contract no.
 - d) Contract period and date of completion

3.3.3 In case the requisite experience is against OIL's contract, bidder is only required to submit the job completion certificate.

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

3.3.5 Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume as stipulated under Clause No. 3.2 above will only be treated as acceptable experience.

3.4 Following work experience will also be taken into consideration:

3.4.1 If the prospective bidder has executed contract in which similar work is also a component of the contract.

3.4.2 For point Clause No. 3.2, in case the start date of the requisite experience is beyond the prescribed **7 (Seven) years** reckoned from the original bid closing date but completion is within the prescribed **7 (Seven) years** reckoned from the original bid closing date.

3.5 Notes BEC Clause 3.4 above:

3.5.1 Proof of work experience against Clause No. 3.4.1 and 3.4.2 above, to satisfy 1) similar work, 2) minimum prescribed quantity/period, 3) prescribed period of **7 (Seven) years**, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work for the relevant period, categorically specifying OIL's Contract Number and date.
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the breakup of similar work and its quantity/period executed within the prescribed period of **7 (Seven) years** reckoned from the original bid closing date. The breakup must be certified by the end user.

3.6 Work executed through 'sub-contracting' shall not be considered for evaluation.

3.7 Work executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

3.8 Bids submitted for part of the work will be rejected.

3.9 Bids will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 3.0 above.

3.10 Any party who is extending support by way of entering into Collaboration agreement or MoU with another party shall not be allowed to submit an independent bid against the tender. Under such situation, both the bids shall be rejected.

3.11 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.2 of the tender, can also quote under the categories listed below provided the primary bidder complies to 'Clause No. 2.0' w.r.t being incorporated in India and maintaining more than or equal to 20% local content for the offered services.

3.11.1 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 3.1 and 3.2 can also be considered provided the bidder is

a 100% subsidiary company of the parent company [supporting company] which meets the above-mentioned experience criteria, or the parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. Documentary evidence/Undertaking is to be submitted by the ultimate parent/ holding company along with the technical bid to support 100% subsidiary clause.

The supporting company (parent/subsidiary), on whose technical experience, the bidder is bidding must comply to clause no. 3.1 and 3.2. The necessary documentation (in support of Clause 3.1 and 3.2) as per clause no. 3.3 has to be submitted.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **PROFORMA- XVI**) between the parent and the subsidiary company or vice-versa and Parent / Subsidiary Guarantee (as per format enclosed as **PROFORMA-XXII**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

In the situations mentioned above, following conditions are required to be fulfilled / documents to be submitted:

(i) Bidders quoting under this Clause, should provide the respective services including key personnel throughout the duration of the Contract period during execution of the contract. An undertaking in this respect must be submitted as part of the technical bid.

(ii) Performance Bank Guarantee (PBG): In this Case, following conditions are required to be fulfilled/documents to be submitted:

(a) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **PROFORMA - XVIII**), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. PBG to be submitted by the supporting company is in addition to full PBG amount to be submitted by bidding company.

(b) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

(c) In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of

the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.

3.11.2 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 3.1 and 3.2 can also be considered based on the experience criteria of their sister subsidiary/ co- subsidiary companies within the ultimate parent/ holding company subject to meeting of the following conditions: only experience of sister from whom technical experience is borrowed

- (i) The supporting company (parent/subsidiary), on whose technical experience, the bidder is bidding must comply to clause no. 3.1 and 3.2. The necessary documentation (in support of clause no 3.1 and 3.2) as per clause no. 3.3 has to be submitted.
- (ii) Provided that the sister subsidiary/ co-subsidiary companies and the bidding company are 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence is to be submitted by the ultimate parent/ holding company along with the technical bid to support 100% subsidiary clause.
- (iii) Provided that the sister subsidiary/ co-subsidiary companies on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC.
- (iv) The bidder can bid based on the experience of maximum 02 sister subsidiary / co-subsidiary companies. One sister subsidiary / co-subsidiary each for point (i) and (ii) of clause no. 3.2 mentioned above will be allowed, provided all the above-mentioned criteria of clause no. 3.11.2 are complied.
- (v) Performance Bank Guarantee (PBG): In this Case, following conditions are required to be fulfilled/documents to be submitted:
 - (a) Undertaking by the supporting company (sister subsidiary/ co subsidiary) to provide a performance security (as per format and instructions enclosed at **PROFORMA-XVIII**), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. PBG to be submitted by the supporting company is in addition to full PBG amount to be submitted by bidding company.
 - (b) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

(c) In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.

Note to Clause No. 3.11.1 & 3.11.2 above:

The subsidiary/parent/ sister subsidiary / co-subsiary companies (on the technical strength of which the bid has been submitted) at its own shall meet the experience criteria as per clause no. 3.1 and 3.2 above. The experience of the subsidiary/parent/ sister subsidiary / co-subsiary companies with other firm(s) will not be qualified. In this regard, the documents establishing experience of the subsidiary/parent/ sister subsidiary / co-subsiary companies shall be submitted as per clause no. 3.1, 3.2, 3.3, 3.4 and 3.5 above.

3.11.3 BID FROM CONSORTIUM OF COMPANIES:

In case the bidder is a Consortium of Companies provided the leader complies to '**Clause No. 2.0 - Eligibility Criteria**' above w.r.t. being incorporated in India and maintaining more than or equal to 20% local content for the offered services and complies to the following requirement by the consortium:

- a) The leader of the consortium or their parent company must satisfy the experience requirement of clause no. 3.1 above. In this case supporting documents as stated above must be provided to establish the experience. Additionally, documents supporting the relation between the bidder and parent company also needs to be provided.
- b) The other member/members of the consortium must satisfy the minimum experience requirement as per Clause No. 3.2 above..
- c) Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. The following provisions should also be incorporated in the MoU executed by the members of the Consortium:
 - i. Only the leader of the consortium shall register in the E-tender Portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - ii. The Bid Security and Performance Security shall be in the name of the leader on behalf of the consortium.
 - iii. The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

- iv. Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- v. Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- (d) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (e) In case of consortium bids, the bid shall be signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.
- (f) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.
- (g) Constitution of Consortium: The members of the consortium should not be more than **03 (Three)**. If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, the bid of such a consortium shall be liable for rejection.
- (h) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.
- (i) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (j) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.

3.11.4 BIDS FROM INDIAN JOINT VENTURE COMPANY:

- a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013 and any amendment thereunder and shall comply to Clause No. 2.0 above. They should meet the technical qualification requirements as under:
- A. The JV on its own shall meet the experience criteria as per Clause No. 3.1 & 3.2. or

- B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1 & 3.2.

Note:

- A. In case of (B) above, an undertaking from the Joint Venture partner, based on whose experience the JV seeks qualification, shall be submitted with the techno commercial bid stating that they shall maintain a minimum 26% shareholding in the JV till the execution of the contract, if awarded.
- B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/ co-subsi-dary/sister subsidiary /parent /holding /affiliating/associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.
- C. Documents showing the existing shareholdings of the JV Partners must be submitted along with the bid.
- b) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection.
- c) Members of the JV are not allowed to quote separately/independently/or through any other arrangement like part of any other 'JV/Subsidiary/Parent company/Sister-subsidiary/Co-subsidiary' against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

Note to Clause No. 3.11.1, 3.11.2, 3.11.3 and 3.11.4 above:

The bidder who does not meet the technical experience criteria on their own and are bidding on the technical experience/strength of supporting company (JV partner, consortium partner/parent/ subsidiary/ sister subsidiary/ co-subsidiary, as applicable) must deploy all the key personnel for performing the job. An undertaking to this effect shall be submitted along with the technical bid.

In addition to the above a declaration is required from bidder whether bidding is done with own experience or consortium partner/parent/ subsidiary/ sister subsidiary/ co-subsidiary, as applicable.

4.0 Manpower Deployment

- 4.1** Consultant shall deploy an integrated Study Team of Geologist, Mining Engineer, Mineral Processing Engineer, Hydrogeologist, Geotechnical Expert and Financial analyst etc. with required experience to perform different activities under the contract efficiently as provided in SoW and

BEC/BRC

4.2 The manpower to be deployed for DPR Study by the Consultant shall be as under:

- a. Project Manager:** The Consultant shall deploy one (01) Project Manager for the entire duration of the project. The Project Manager shall be responsible for overall coordination, execution, supervision, and delivery of all phases of the assignment in accordance with the Scope of Work, technical standards, timelines, and quality requirements acceptable to OIL. The Project Manager must be present during all final phase-wise discussions/presentations, including the final project presentation. The Project Manager shall be a qualified Geologist/ Mining Engineer /Mineral Processing Engineer with a minimum of 15 years of professional experience in graphite and/or vanadium exploration, mining and processing projects globally. The Project Manager must have demonstrable experience in at least two (02) graphite and/or vanadium exploration/mining / beneficiation projects undertaken at the global level. Relevant documentary evidence supporting the above experience must be submitted with the bid.
- a) **Senior Geologist (s):** The Consultant shall deploy minimum one (01) Senior Geologist (s) with a minimum of 10 years of working experience in graphite and/or vanadium geology, including hands-on experience in at least one graphite and/or vanadium exploration or mining project. The Senior Geologist must have proven expertise in metamorphic terrain geological interpretation, mineralization controls, flake-graphite characterization, vanadium-bearing lithologies, grade continuity assessment and mineralogical interpretation. The expert shall also possess substantial experience in G3–G1 exploration activities, including core logging, trench/pit evaluation, structural interpretation, ore-body continuity assessment and 3D geological modelling using industry-standard software. Relevant documentary evidence of the Senior Geologist’s qualifications and relevant experience must accompany the bid.
- b) **Senior Mining Engineer (s):** The Consultant shall deploy minimum one Senior Mining Engineer (s) with a minimum of 10 years experience in opencast mining projects, preferably in hard rock or metamorphic terrains, including global hands-on experience in at least one (01) graphite and/or vanadium mining project in hilly and rain dominant terrain. The expert must have demonstrable experience in mine layout and pit design, bench design, pit-slope and haul-road design, mine scheduling, waste-dump planning, equipment selection and manpower planning. Relevant documentary evidence supporting the required experience must be submitted with the bid.
- c) **Senior Mineral Processing Engineer (s):** The Consultant shall deploy minimum one (01) Senior Mineral Processing Engineer (s) with a minimum of 10 years experience in the processing of graphite and/or vanadium ores, including hands-on experience in at least one (01) global graphite and/or vanadium beneficiation project. The expert must have

demonstrable experience in ore characterisation, flotation-based graphite beneficiation, impurity-removal techniques, reagent optimisation, flowsheet development, and mass and water balance preparation, as well as experience in vanadium recovery methods. The expert should also have experience in plant design inputs, tailings characterisation, and residue management for such commodities. Documentary proof of the required qualifications and experience must be submitted with the bid.

- d) **Senior Hydrogeologist (s):** The Consultant shall deploy minimum one Senior Hydrogeologist (s) with a minimum of 10 years experience in the hydrogeology of opencast mining projects, including hands-on experience in at least one (01) mining project in hilly and rain dominant terrain. The expert must have proven experience in groundwater modelling, aquifer characterization, pumping tests, seepage assessment, and the evaluation of surface–subsurface water interactions in complex geological settings. The expert should also have demonstrable capability in the design of dewatering, drainage and water management systems, including stormwater control measures, slope stability related hydrogeological assessments and identification of high infiltration or high-flow zones. Documentary proof of the required qualifications and experience must be submitted with the bid.
- e) **Senior Geotechnical Expert (s):** The Consultant shall deploy minimum one (01) Senior Geotechnical Expert with a minimum of 10 years experience in geotechnical engineering for mining projects, including hands-on experience in at least one (01) mining project in hilly and rain dominant terrain. The expert must have demonstrated experience in rock-mass classification, geotechnical logging, rock-mechanics testing, slope-stability analysis, pit-wall and bench design, waste-dump stability assessment, erosion control and ground-support recommendations for opencast mines. The expert should also be capable of assessing landslide risks and providing mitigation measures suited to steep and rainfall-dominated environments. Relevant experience certificates supporting these competencies must be submitted with the bid.
- f) **Financial analyst:** The Consultant shall deploy minimum one (01) Finance Manager (s) with a minimum of 10 years experience in financial modelling and economic evaluation of mining projects, including hands-on experience in at least one (01) mining project. The expert could be an Engineer or MBA and have demonstrable experience in CAPEX/OPEX modelling, NPV/IRR/payback analysis, commodity price forecasting, and conducting sensitivity and risk assessments. Documentary evidence supporting the required qualifications and experience must be attached with the bid.

Table 1:Relevant Experience of Team Members**

Key Team Members	Description of Team Members	Minimum number of		
		Team Members	Experience (years)	Projects completed

Project Manager	The Project Manager shall be a qualified Geologist/ Mining Engineer / Mineral Processing Engineer with a minimum of 15 years of professional experience in graphite and/or vanadium exploration, mining and processing projects globally.	1	15	2
Senior Geologist	The Senior Geologist must have proven expertise in metamorphic terrain in geological interpretation, mineralisation controls, flake-graphite characterisation, vanadium-bearing lithologies, grade continuity assessment and mineralogical interpretation. The expert shall also possess substantial experience in G3-G1 exploration activities, including core logging, trench/pit evaluation, structural interpretation, ore-body continuity assessment and 3D geological modelling using industry-standard software	1	10	1
Senior Mining Engineer	The Senior Mining Engineer must have demonstrable experience in mine layout and pit design, bench design, pit-slope and haul-road design, mine scheduling, waste-dump planning, equipment selection and manpower planning.	1	10	1
Senior Mineral Processing Engineer	The Senior Mineral Processing Engineer must have demonstrable experience in ore characterisation, flotation-based graphite beneficiation, impurity-removal techniques, reagent optimisation, flowsheet	1	10	1

	development, and mass and water balance preparation, as well as experience in vanadium recovery methods. The expert should also have experience in plant design inputs, tailings characterisation, and residue management for such commodities.			
Senior Hydrogeologist	The expert must have proven experience in groundwater modelling, aquifer characterization, pumping tests, seepage assessment, and the evaluation of surface-subsurface water interactions in complex geological settings. The expert should also have demonstrable capability in the design of dewatering, drainage and water management systems, including stormwater control measures, slope stability related hydrogeological assessments and identification of high infiltration or high-flow zones	1	10	1
Senior Geotechnical Expert	The Senior Geotechnical Expert must have demonstrated experience in rock-mass classification, geotechnical logging, rock-mechanics testing, slope-stability analysis, pit-wall and bench design, waste-dump stability assessment, erosion control and ground-support recommendations for opencast mines. The expert should also be capable of assessing landslide risks and providing mitigation measures suited to steep	1	10	1

	and rainfall-dominated environments.			
Financial analyst	The Financial analyst could be an Engineer or MBA and have demonstrable experience in CAPEX/OPEX modelling, NPV/IRR/payback analysis, commodity price forecasting, and conducting sensitivity and risk assessments.	1	10	1

**** Core Team members should be mutually exclusive, any dual role by a single member of the core team is not allowed.**

- 4.3 The names of the core team members along with their biodata/experience certificates/profile /educational qualification with certificates (in attached format as ANNEXURE-XXX) must accompany the bid/quote. The personnel fulfilling the experience criteria as mentioned in BEC and approved by OIL shall only be allowed for execution of the job.
- 4.4 Core Team Members mentioned in Table 1 should be exclusively mentioned without any dual jobs/roles for the study.
- 4.5 Any additional team member, not specified above, may also be engaged as per the requirement for the completion of the Study.
- 4.6 All the relevant documents clearly supporting the above-mentioned experience should be duly attested/vetted by the CEO/Country Head/Chief Operating Officer of the organization. The educational qualification details and its proof is also to be provided for all the proposed members for the project.
- 4.7 During the course of execution of the work, OIL shall have the right to seek change of any project team member, engaged in carrying out the work under the contract, if his/her performance is not upto OIL's satisfaction.
- 4.8 The names of the core team members along with their biodata/experience certificates/ profile must accompany the bid/quote. The personnel fulfilling the experience criteria as mentioned in BEC and approved by OIL shall only be allowed for the Study.
- 4.9 Any change of personnel during the tenure of the contract is generally not allowed. Replacement of the personnel shall only be considered in special cases like resignation, dismissal from the Company or demise etc. In such

cases the personnel must be replaced by another competent person having equal or more experience than the personnel to be replaced. Acceptance and rejection in this regard will be solely on OIL's discretions.

- 4.10 All the team members including the Project Manager must be a regular fulltime employee of the Service Provider at the time of award of Contract. Documentary evidence supporting it must be submitted for all the team members prior to mobilization.
- 4.11 An undertaking from the bidder in regard that in the event of award, Service Provider shall deploy the requisite resources as mentioned above, is to be submitted as a part of the offer.
- 4.12 The team as mentioned above in Clause No. 4.2 must qualify the minimum experience mentioned above. To support it, the contractor shall furnish detailed bio- data/experience certificates/technical papers etc. of all the team members as mentioned in Clause No. 4.2. The documents submitted in this regard, have to be certified and authenticated by the CEO or Equivalent of the company. The mentioned experience for the team members should be reckoned from the original bid closing date.

5.0 MOBILISATION TIME:

The Consultant shall mobilize its team within 21 (twenty-one) days from the date of issuance of the Letter of Award (LoA). A kick-off meeting in physical mode at CoEES, OIL office, Guwahati shall be conducted within 14 (fourteen) days from the date of LoA, unless otherwise agreed by OIL. The date of the kick-off meeting shall be considered as the commencement date of the assignment.

Bidders must confirm their compliance in the Technical Bid regarding completion of mobilization within 21 days from the date of LoA. Offers without confirmation of the stipulated mobilization period or indicating mobilization time exceeding 21 (twenty-one) days shall be rejected.

6.0 FINANCIAL EVALUATION CRITERIA:

- 6.1. Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 1.81 Crores**.
- 6.2. Net worth of the bidder must be **Positive** for the preceding financial/accounting year from the original bid closing date.
- 6.3. In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

- 6.3.1 The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 6.1 & 6.2 above.
- 6.3.2 Corporate Guarantee (**PROFORMA-XIX**) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- 6.3.3 A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.
- 6.3.4 The above certificate should not be more than 30 days old as on the original bid closing date.
- 6.4. In case of bid from Consortium of Companies, any one of the consortium member shall have an annual financial turnover from operation of minimum **INR 1.81 Crores** and other members of the consortium shall have an annual financial turnover from operation of minimum **INR 0.91 Crores**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
- 6.5. All the consortium members shall meet the financial criteria as indicated above on their own and shall not rely on the strength of their parent/ultimate parent/holding company to meet the financial criteria. Otherwise, their bid shall be categorically rejected.

Note:

- i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization 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).
- ii. 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"

Notes to BEC Clause 6.0 above:

a. For proof of Annual Turnover from operation, Net worth & Working Capital, any one of the following documents/photocopies must be submitted along with the bid:

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **ANNEXURE – VI**.

Note :

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

ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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 reckoned from the original bid closing date/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) 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 & Working Capital 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-IXA**.

c. In case the bidder is a Central Govt. /PSU/State Govt. undertaking /Semi-State Govt. undertaking 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 evidence for the same.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

a. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 6.1, 6.2 & 6.3.

7.0 COMMERCIAL EVALUATION CRITERIA.

- 7.1 Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid uploaded in the “Notes & Attachments” Tab. **Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.**
- 7.2 **EARNEST MONEY DEPOSIT (EMD):** EMD shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount of bid security should be as specified in the Forwarding letter/Introduction. **Any bid not accompanied by a proper bid security will be rejected.**
- i. Bid Security in Original (if submitted in the form of physical Bank Guarantee) shall be furnished as a part of the Techno Commercial Bid. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the unpriced Techno-commercial Bid. The amount of Bid Security shall be as **specified in the Forwarding Letter** of the Bid Document. Bid without proper & valid Bid Security will be rejected. Any Bid accompanied by bid security with shorter validity and/or Bid security amount less than as required shall not be acceptable.
 - ii. Bids must be accompanied with requisite Earnest Money Deposit / Bid Security as mentioned above . Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected. EMD must be paid either through online mode (PAYMENT GATEWAY only) or submitted as Bank Guarantee/LC / Bank Draft/Bankers’ cheque/E-BG/ Insurance Bond. (Copy of Format of Insurance Bond enclosed herewith).
 - iii. Submission of Bid Security/Performance Security, as applicable, in the form of Electronic Bank Guarantee(e-BG) is also acceptable.

Sl. No.	Bank name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18.02.1959
4	Email ID	bikram_chakraborty@oilindia.in
5	Mobile No.	9954067677
6	Local Address	Oil India Limited, PHQ, Narangi

iv. EMD shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed ANNEXURE-VI to this document or a Bank Draft/Bankers' cheque in favour of OIL or an irrevocable Letter of Credit (L/C) from any of the following Banks:

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 bidder, or

b) 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 or Bid security shall also be acceptable through online payment modes:

OIL's Bank Account details are as under:

Account Name	IFSC Code of the Bank	Branch	Name of the Bank	Account No. (9 digits or more)	Cash Credit/ Current
Oil India Ltd	UTIB0000140	G S ROAD	AXIS BANK	140010200027654	CURRENT

- Bidder shall upload the scanned copy of EMD / BG/ Proof of Invoice Generation through Payment Gateway to OIL on e-Tendering Portal along with the unpriced bid. In case, bidder fails to upload scanned copy of EMD on OIL Portal by the final bid due date & time, such bid shall not be considered for evaluation.
- **SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.**
- **Bank Guarantee (BG) for EMD should be valid as per validity mentioned in the e-tender portal.**
 - v. Original EMD (BG/ Bank Draft/Bankers' cheque) shall be submitted on or before final Bid due date and time at address mentioned below otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD.

**DGM- Materials
Oil India Limited,
Pipeline Head Quarters (PHQ),
GUWAHATI-781171,**

Bidder to indicate Bidding document no., Name of work and Project name on sealed Envelope.

- vi. In case the bidder opts for electronic fund transfer in lieu of EMD as stipulated above, the bidder shall upload or provide the proof of electronic fund transfer to OIL's account for the amount of EMD as per the bidding document along with Bank Commission Charges, if any, before the due date and time of submission of un-priced bid. Such bids shall be opened on the bid due date and the scanned copy of proof of fund transfer and shall be forwarded to OIL for confirmation. However, such bids shall be considered for further evaluation only on receipt of confirmation of receipt of funds by OIL. If the same is not received by OIL within final Bid due date and time, such bids shall be rejected
- vii. Bidder shall be required to submit genuine & valid DD / BG with the bid, meeting the requirements for the same specified in this IFB in the first instance itself. Bids submitted without Bid Security or Bids Submitted with Bid Security for an amount less than the specified amount or Bid Security submitted in favour of beneficiary other than as specified in Bidding Document or from other than the required bank shall be rejected outright. Further, in case Bank Guarantee / DD submitted by the bidder is found to be fake, the bid will be rejected and a suitable action as per provision of Fraudulent Practice shall be

- initiated.
- viii. Apart from hard copy submission of BGs, bank guarantee issued shall also be routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and verification. The information/ messaging (as per SFMS) platform) shall be sent by BG issuing bank branch to OIL's Banker.
- 7.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 7.4 Validity of the bid shall be minimum 120 days from the final Bid Closing date. Bids with lesser validity will be rejected.
- 7.5 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: Organization Certificate' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 7.6 Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the total contract value.
- 7.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 7.8 Bids containing incorrect statement will be rejected.
- 7.9 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 7.10 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
- i. Validity of bid shorter than validity indicated in the tender.
 - ii. Bid Security declaration not received as per format (As per Proforma E)
 - iii. In case the party refuses to sign Integrity Pact.

- 7.11 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
- a. Firm price
 - b. EMD / Bid Security
 - c. Scope of work
 - d. Specifications
 - e. Price schedule
 - f. Delivery / completion schedule
 - g. Period of validity of bid
 - h. Liquidated Damages
 - i. Performance bank guarantee / Security deposit
 - j. Guarantee of material / work
 - k. Arbitration / Resolution of Dispute
 - l. Force Majeure
 - m. Applicable Laws
 - n. Integrity Pact, if applicable
- 7.12 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

Price Schedule:

- 7.13 Bidder shall submit the Price Break up as per **Proforma-B (Annexure DD)**. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only.
- 7.14 Comparison of offers shall be done on as per the Quality & Cost Based Selection (QCBS) methodology as mentioned in Evaluation methodology (section D below) and contract shall be awarded to the H1 (B)bidder.
- 7.15 If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 7.16 Price bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.
- 7.17 Purchase Preference (Linked with Local Content) (PP-LC) and purchase preference to MSE is not applicable against this tender.
- 7.18 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical 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 has been signed by the bidder's authorized signatory who sign the Bid. The name of the OIL's Independent External Monitors at present are as under:

Shri Ajit Mohan Sharan, IAS (Retd.),

Former Secretary,
Ministry of Ayush,
Govt. of India
Mob No.: 9810701876
E-mail: ams057@gmai.com

Dr. Tejendra Mohan Bhasin,

Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

- 7.19 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.
- 7.20 Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.
- 7.21 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 7.22 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 7.23 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- 7.24 **VERIFICATION BY INDEPENDENT INSPECTION AGENCIES:**
- 1.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the following Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
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i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com

xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com
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- 1.2** Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.
- 1.3** The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid , at the sole risk and responsibility of the bidder.
- 1.4** The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:
- (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.
- (b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.
- (c) Verification/Certification of documents are normally categorized as under:
- i General Requirement:**
- Check Bidder's PAN Card

- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii Additional Documents : (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (**Proforma-.....**) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

8.0 EVALUATION OF BIDS/ EVALUATION METHODOLOGY

8.1 Bids qualifying as per terms of Technical Criteria (Para 3.0), Core Team Members (Para 4.0 above), Mobilization (Para 5.0 above), Financial Criteria (Para 6.0 above) and Commercial Criteria (Para 7.0 above) shall be eligible for this evaluation.

8.2 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:

- a. 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**, i.e., quality: quoted price is **80:20**.
- b. The marks allocated against the various sub-sections under ‘Quality’ of Bid shall be as hereunder:

Sl. No.	Quality Criteria	Marks
1	Experience of the Consultancy Firm as Mineral Exploration and Mining Service Provider as per Clause No. 3.1	9 (max) 7 (min)
a)	More Than or equal to 15 years	9
b)	More than or equal to 10 years but less than 15 years	8
c)	More than or equal to 7 years but less than 10 years	7
2	No of completed projects as per Clause No. 3.2	9 (max) 7 (min)
a)	Three and above projects	9
b)	Two projects	8
c)	One project	7
3	No. of DPR Project(s) involving Vanadium Processing Studies (at least one project)	3
4	Project Manager	
a)	Years of experience on graphite and/or vanadium exploration, mining & beneficiation projects	5 (max) 4 (min)
i)	Above 15 years	5
ii)	Minimum 15 years	4
b)	No. of completed projects on graphite and/or vanadium exploration/mining/ beneficiation	4 (max) 3 (min)
i)	Three and above projects	4
ii)	Two projects	3
5	Senior Geologist	
a)	Years of working experience on graphite and/or vanadium geology	5 (max) 4 (min)
i)	Above 10 years	5
ii)	Minimum 10 years	4
b)	No. of completed project on graphite and/or vanadium exploration or mining project	4 (max) 3 (min)
i)	Two and above projects	4
ii)	One project	3
6	Senior Mining Engineer	
a)	Years of working experience in opencast mining projects	5 (max) 4 (min)
i)	Above 10 years	5
ii)	Minimum 10 years	4

b)	No. of completed project on graphite and/or vanadium mining		4 (max) 3 (min)
i)	Two and above projects	4	
ii)	One project	3	
7	Senior Mineral Processing Engineer		
a)	Years of working experience in the processing of graphite and/or vanadium ores		5 (max) 4 (min)
i)	Above 10 years	5	
ii)	Minimum 10 years	4	
b)	No. of completed project in graphite and/or vanadium beneficiation		4 (max) 3 (min)
i)	Two and above projects	4	
ii)	One project	3	
8	Senior Hydrogeologist		
a)	Years of working experience in hydrogeology of opencast mining		5 (max) 4 (min)
i)	Above 10 years	5	
ii)	Minimum 10 years	4	
b)	No. of completed project in hilly and rain dominant terrain		4 (max) 3(min)
i)	Two and above projects	4	
ii)	One project	3	
9	Senior Geotechnical Expert		
a)	Years of working experience in geotechnical engineering for mining projects		5 (max) 4 (min)
i)	Above 10 years	5	
ii)	Minimum 10 years	4	
b)	No. of completed project in hilly and rain dominant terrain		4 (max) 3 (min)
i)	Two and above projects	4	
ii)	One project	3	
10	Technical Presentation illustrating the robustness of overall Approach and Methodology to carry out the study as per the Scope of Work (SoW) ensuring Quality of work and deliverables within the stipulated timeframe and Budget		25 (max)
	TOTAL		100 (MAX)

Notes:

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) For QCBS evaluation, the Quality criteria of the bidder or the supporting company (as allowed earlier) on whose technical experience bidding has been done will only be considered.
- iii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality

parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in **PROFORMA-XY** and submit the same along with the technical bid.

- iv) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's (as prescribed in **PROFORMA-XXX**) are part of the offer are deployed during the execution of the contract. An undertaking in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against the Core Team Member having equal or more experience and qualification, however, for marking against QCBS, persons with least qualification will be considered.
- v) A bid shall have to meet a minimum qualifying mark of **75 (75% of the total marks)** in quality evaluation criteria as per QCBS Clause above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as below.
- vi) “Qualified Bids” (meeting the minimum Qualifying Marks of **75 in Quality Criteria**) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.
- vii) Shortlisted bidders shall be required to deliver a technical presentation within one week from the date of intimation by OIL after the Bid Closing Date. The presentation shall illustrate the overall approach, methodology and work plan proposed for carrying out the study in accordance with the Scope of Work (SoW), including strategies to ensure quality of work, timely completion of deliverables within the stipulated timeframe.
 - The presentation shall be based only on the contents of the Technical Proposal submitted at the bidding stage, and no new information shall be introduced during the presentation.
 - All core team members proposed for the project shall be available during the presentation. The bidder shall submit a copy of the presentation, duly certified by the Head of India Operations, at least two (2) days prior to the scheduled date of presentation.
 - The technical presentation shall carry a maximum weightage of 25 marks under the Quality and Cost Based Selection (QCBS) evaluation framework. All shortlisted

bidders shall be provided equal opportunity to present, including uniform time limits for presentation and interaction with the evaluation committee.

- The presentation shall be conducted in physical mode, and the venue shall be OIL offices located at Noida, or Guwahati, as decided and communicated by OIL.
- viii) To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 75 in “Quality” Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C \text{ low}/C) * 100 * X + (T/T \text{ high}) * 100 * Y$$

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 total marks achieved by the best bid among all responsive bids against Quality criteria
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.

(b) INTER-SE-RANKING OF THE QUALIFIED BIDS

To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of **75** in “Quality” Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \left(\frac{C_{\text{low}}}{C} * 100 * X \right) + \left(\frac{T}{T_{\text{high}}} * 100 * Y \right)$$

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 total marks achieved by the best bid among all responsive bids against Quality criteria
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.

(c) AWARDING METHODOLOGY:

- I. The Evaluated Bid Score (B) shall be considered upto two decimal places
- II. Contract shall be awarded to the bidder with the Highest Evaluated Bid Score (B-1).
- III. In the event of two or more bids having the same highest Evaluated Bid Score (B- 1), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even if still there is a tie, "draw of lots" will be resorted to arrive at the recommended bidder.
- IV. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- V. Prices 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.
- VI. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- VII. Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.

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 an Insurance Surety Bond/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 prove 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 COMPANY 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 and

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 CONTRACTORs 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 LABOUR LAWS:

- 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 interest and 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 COMPLETION OF CONTRACT:

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 TERMINATION:

- 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 entirety 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.

