

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-12-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-12-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Environmental Impact Assessment Consultant; Forest and Environment; No; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण

Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	138160

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

GM (C&P)
Oil India Limited
(Debasish Thakur)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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Limited Tender

Limited Tender Applicable	Yes
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Reason for Limited Tendering	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	VARDAN ENVIRONET, ECO CHEM SALES AND SERVICES, HUBERT ENVIRO CARE SYSTEMS PRIVATE LIMITED, ABC TECHNO LABS INDIA PRIVATE LIMITED, TERRACON ECOTECH PRIVATE LIMITED, MANTEC CONSULTANTS PVT LTD

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of work:[1700574246.pdf](#)

Profile of Consultants:[1700574299.pdf](#)

Payment Terms:[1700574314.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Environmental Impact Assessment Consultant; Forest And Environment; No; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Environmental Impact Assessment Consultant
Consultant's Profile	Forest and Environment
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the buyer uploaded Tender Documents which is comprised of the following:

- Introduction about the project / services being proposed for procurement.
- Instruction to Bidders (ITB)
- Bid Evaluation Criteria – BID EVALUATION CRITERIA (BEC) / Bid Rejection Criteria (BRC)/Pre- Qualifying Criteria (PQC), Project - Experience and Qualifying Criteria Requirement
- Scope of Work (SOW)
- Special Terms Conditions (STC) of the Contract
- Quantifiable Specification / Standards of The Service/ BOQ
- Special Conditions of Contract (SCC) / Additional Terms & Conditions (ATC)
- Buyers uploaded format for price breakup of the lump sum offering to be provided by the service provider
- GeM's General Terms Conditions (GTC) of the Contract.

-The Complete set of documents is uploaded along with this NIT. Bidders must prepare and submit their bids accordingly.

2) THE TENDER IS EXEMPTED FROM THE PURVIEW OF PPP-MII POLICY BASED ON NOTIFICATION NO. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) DTD. 26.04.2022. PROVISIONS OF THE PPP-MII POLICY ARE NOT APPLICABLE AGAINST THE TENDER.

3) Bank details for submission of EMD/PBG:

Bank Name: STATE BANK OF INDIA

Name of the A/c Holder:- OIL INDIA LIMITED

A/c No:- 31991231042

IFSC Code:- SBIN0004248

BRANCH NAME:-SME BRANCH, KAKINADA

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय दुलियाजान आसाम
Oil India Limited
(A Government of India Enterprise) Registered Office : Duliajan, Assam



KG BASIN PROJECT
D. NO. 11-4-7, 3RD FLOOR,
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
ANDHRA PRADESH, INDIA
E-mail: kgbasin@oilindia.in

NOTICE INVITING TENDER

SUBJECT: Hiring of accredited EIA (Environmental Impact Assessment) consultant to carry out Rapid EIA & EMP Studies and assisting OIL in all related activities for obtaining of CRZ (Coastal Regulatory Zone) Clearance from MoEF&CC for drilling exploratory wells under OALP Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman and Nicobar Island.

The above tender has been issued to the following 08 parties empaneled with OIL for 03 years w.e.f. 17.12.2021 on the basis of scrutiny of offers submitted against Notice Inviting “Expression of Interest” (EOI) (Ref. No. OIL/C&P-CORP/EOI/2021-22/EIA dtd. 20.07.2021) for ‘Empanelment of accredited EIA (Environmental Impact Assessment) Consultants for a period of three years for both onshore (all Spheres/Projects/Future Projects) as well as offshore oil & gas E&P activities of Oil India Limited’:

- i. M/s Vardan EnviroNet
- ii. M/s Eco Chem Sales & Services
- iii. M/s Hubert Enviro Care Systems Private Limited
- iv. M/s ABC Techno Labs India Pvt. Limited
- v. M/s Terracon Ecotech Pvt. Ltd.
- vi. M/s Mantec Consultants Pvt. Ltd.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(A L Bora)
Sr. MANAGER – C&P
FOR EXECUTIVE DIRECTOR (KGB & MBP)

FORWARDING LETTER

M/s _____

Subject: Hiring of accredited EIA (Environmental Impact Assessment) consultant to carry out Rapid EIA & EMP Studies and assisting OIL in all related activities for obtaining of CRZ (Coastal Regulatory Zone) Clearance from MoEF&CC for drilling exploratory wells under OALP Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman and Nicobar Island.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

1.1 OIL was awarded two offshore blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman Offshore Basins under OALP-II bidding round with 100% stake as the Operator, for exploration of Oil and gas in the blocks. Environmental Clearance (EC) was obtained from SEIAA, Andaman as per which a Coastal Regulatory Zone (CRZ) Clearance is required to be obtained from the Island’s Coastal Regulatory Management Authorities for drilling exploratory wells. For obtaining CRZ, a rapid Environmental Impact Assessment Study is required to be carried out by an accredited EIA Consultant.

1.3 Therefore, OIL intends to hire a QCI-NABET accredited EIA Consultant for carrying out Rapid EIA & EMP Studies and assisting OIL in all related activities for obtaining of CRZ (Coastal Regulatory Zone) Clearance from MoEF&CC for drilling exploratory wells under OALP Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman and Nicobar Island.

2.0 In connection with its Offshore operations in Andaman Nicobar Basin, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through OIL’s e-procurement site for subject services. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s Website. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	Type of Bidding	:	Limited Indigenous e-Tender: Composite Bid System
b)	Tender Fee	:	Not Applicable
c)	Bid Closing Date & Time	:	As mentioned in the NIT.

d)	Technical Bid Opening Date & Time	:	As mentioned in the NIT.
e)	Price Bid Opening Date & Time	:	As mentioned in the NIT.
f)	Bid Submission Mode	:	Bids must be uploaded online in GeM portal
g)	Bid Opening Place	:	Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
h)	Bid Validity	:	90 (Ninety) days from Bid Closing date.
i)	Mobilization Time	:	30 (thirty) days from the date of issue of Letter of Award (LOA)
j)	Bid Security Amount	:	INR 1,38,160.00 (Refer Clause 7.0 below regarding exemption from submission of bid security/EMD.)
k)	Bid Security Validity	:	120 (One Hundred Twenty) days from Bid Closing Date
l)	Amount of Performance Security	:	10% of total estimated contract price
m)	Validity of Performance Security	:	Up to 03 (Three) months from date of completion of Contract.
n)	Location of job	:	OALP Offshore Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman & Nicobar Basin.
o)	Duration of the Contract	:	01 (one) year from the commencement of Contract i.e. after completion of mobilization.
p)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
q)	Pre-Bid Conference Date and Venue	:	NA
r)	Last Date of receipt of Pre-bid Queries*	:	27.11.2023
s)	Bids to be addressed to	:	Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India

* Clarifications to queries or exceptions / deviations required, if any, should be brought out by the bidder within the deadline stipulated above. OIL will not be liable to respond to any queries received after the stipulated deadline. After processing the queries / suggestions received within the deadline, Company may communicate the clarifications / changes agreed, if any, through an email / an addendum to tender (as applicable) to the bidders. *Company will not accept any changes / exception / deviation to tender conditions / specifications once the same are frozen by the Company and the non-compliant Bid (s) shall be rejected outright against this tender.*

3.0 Integrity pact:

OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide ANNEXURE-H. The Integrity Pact has been duly signed by OIL's competent signatory and uploaded. The Integrity Pact shall be returned by the bidder (along with the technical Bid) as token of acceptance of Integrity Pact conditions duly 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 the Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

3.1 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a) Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com ; ramphal.pawar@ips.gov.in

b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner,
CVCE-mail: tmbhasin@gmail.com

c) Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary,
Ministry of Ayush, Govt. of India, [E-mail: ams057@gmail.com](mailto:ams057@gmail.com)

3.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

4.0 Local conditions:

A. 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.

B. 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.

5.0 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.

6.0 Site Visit:

The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site

of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labour.

7.0 Documents required to be submitted by bidders who wish to avail benefit of Bid security exemption and Purchase Preference under MSE Policy:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.

8.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of Government of India to help MSE 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 TREDS 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.

- (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.

(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 TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the UsageTerms or of this Agreement and any Applicable Law on a full indemnity basis.

OIL shall not be liable for any special, indirect, punitive, incidental, or consequential 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.

9.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

10.0 BACKING OUT BY L1 BIDDER AFTER NOTIFICATION i.e. LETTER OF AWARD (LOA) OR NOTIFICATION OF AWARD OF GEM CONTRACT IN GEM PORTAL: In case LOA/Notification of award of GeM Contract in GeM Portal 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 Bid Security / EMD shall be forfeited, and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

11.0 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, the Bid Security / Performance Security shall be forfeited 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 ANNEXURE-C should be submitted along with the technical bids.

12.0 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 in OIL's website) of Company available in OIL's website: www.oilindia.com

13.0 OIL looks forward to your active participation in the Tender.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
SR. MANAGER (C&P)
for Chief General Manager (C&P)
for Executive Director (KGB & MBP)

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1** The eligibility of the bidders are listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2** 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 BID DOCUMENTS AND DOCUMENTS COMPRISING THE BID:

- 2.1** Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the buyer uploaded Tender Documents which is comprised of the following:

- (a) Introduction about the project / services being proposed for procurement.
- (b) Instruction to Bidders (ITB)
- (c) Bid Evaluation Criteria – BID EVALUATION CRITERIA (BEC) / Bid Rejection Criteria (BRC)/Pre- Qualifying Criteria (PQC), Project Experience and Qualifying Criteria Requirement
- (d) Scope of Work (SOW)
- (e) Special Terms Conditions (STC) of the Contract
- (f) Quantifiable Specification / Standards of The Service/ BOQ
- (g) Special Conditions of Contract (SCC) / Additional Terms & Conditions (ATC)
- (h) Buyers uploaded format for price breakup of the lump sum offering to be provided by the service provider
- (i) GeM's General Terms Conditions (GTC) of the Contract.

- 2.2** 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.

- 2.3** 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.

- 2.4** Documents comprising the bid prepared by the Bidder:

The bid prepared by the Bidder shall comprise of the following components:

A. Techno-commercial unpriced Bid:

- 1. Complete technical details of the services offered.
- 2. Certificates (as Requested in ATC)
- 3. Compliance Documents in respect of PQC / BEC and ITB and Bid Evaluation Matrix

4. Compliance Documents in respect of SoW etc.
5. Copy of Bid Security / EMD / valid supporting document for seeking Bid Security / EMD exemption for the relevant category as per GeM GTC/STC/ATC.
6. Bid form without indicating prices
7. Statement of Non-compliance
8. Copy of Priced Bid without indicating prices filled “Quoted/Not Quoted” against SOR Items & Total.
9. Copy of signed Integrity Pact. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.
10. Any Other Documents as per Bid
11. Scanned copy of original of “Power of Attorney” or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be uploaded.

Note:

- i) No price should be mentioned in the Techno-commercial unpriced Bid
- ii) Submission of “Bid Evaluation Matrix” duly filled-in, to re-confirm compliance with tender requirements: Bidders should submit the “Bid Evaluation Matrix” (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the “Bid Evaluation Matrix” indicating “Confirmed” or “Not Confirmed”, as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. / Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document. Bidders are advised to ensure submission of the “Bid Evaluation Matrix”, duly filled-in as per above requirements, for avoiding rejection of their offers.

B. Price Bid: Bidder shall upload the following in their financial bid:

- a) Price-Bid Format.

Note:

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

5.0 AMENDMENT OF BID DOCUMENTS:

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(s) / Corrigendum(s) / Amendment(s).

6.0 PREPARATION OF BIDS:

- 6.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder’s country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

6.2 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 authorized Agents in India, if any.

7.0 The bidders must enter an all-inclusive price (including GST) against the "OFFERED PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. Bidders are required to quote for all the items as per the Price Bid Format. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be furnished by the bidders to the buyer, at the designated place of the GeM Portal.

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid.

If there is any discrepancy between the unit price and the total price, the total price shall prevail and the unit 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.

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

9.0 **BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

10.0 **BID PRICE:**

10.1 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

10.2 All duties (except basic customs duty on eligible imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies 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 considering the GST rate quoted by the bidder in the proforma. 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.

10.3 Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

10.4 CONCESSIONS PERMISSIBLE UNDER STATUTES:

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which they will have to bear extra cost where bidder does

not avail exemptions / concessional rate of GST.

OIL will not take responsibility towards this. However, wherever required and applicable, OIL shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions. Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

11.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

12.0 BID SECURITY:

12.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 12.12 hereunder.

12.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the prescribed format in GeM of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

i) 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

ii) ~~In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or~~

iii) 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.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Note: Bid Security in the form of DD / Cheque / Cashier Cheque or any other mode will not be acceptable.

12.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

12.4 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

12.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch

Code.

- 12.6** Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- 12.7** The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.
- 12.8** Any Bid not secured in accordance with **sub-clause 12.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled Bank of India shall not be acceptable.
- 12.9** The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.
- 12.10** Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 12.11** Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 27.0** below is furnished.
- 12.12** The Bid Security may be forfeited, if:
- i) The Bidder withdraws the Bid within its original / extended validity.
 - ii) The Bidder modifies / revise their Bid Suo-moto.
 - iii) Bidder does not accept the order / contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender / order / contract.
 - v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.
- 12.13** In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website).
- 12.14** **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in GeM portal.** The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB & MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the office on or before **Bid Closing time**. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.
- 12.15** **A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.**

13.0 EXEMPTION FROM SUBMISSION OF BID SECURITY/EMD:

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) **MSEs Units (manufacturers / Service Providers** only and not their dealers / distributors) are eligible for exemption of Bid Security/EMD.

b) **Central Government Departments and Central Public Sector Undertakings (CPSUs)** are also exempted from submitting Bid Security/EMD

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of Bid Security/EMD, issued by appropriate authority.

Documents required to be submitted by bidders who wish to avail benefit of Bid security exemption and Purchase Preference under MSE Policy:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.

14.0 PERIOD OF VALIDITY OF BIDS:

14.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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 **90 days** from Bid Opening Date.

14.2 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. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

15.0 SUBMISSION OF BIDS:

Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by

visiting Government e- Marketplace Website - <https://gem.gov.in/>.

Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under 'For Vendors << GeM Tender' in OIL's Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last-minute rush/network problems.

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

16.3 Documents required in physical form should be submitted to the purchaser's office (as mentioned in Tender) on or before the Bid Opening date and time specified for submission of bid.

17.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

18.3 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 debarment from participation in future tenders of OIL.

19.0 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.

20.0 BID OPENING AND EVALUATION:

20.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per ANNEXURE-K) 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.

- 20.2** 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.
- 20.3** 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.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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 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.
- 20.7** 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.
- 20.8** 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.

21.0 PRICED BIDS:

- 21.1** Company will evaluate the Priced Bids of the techno-commercially qualified Bidders.
- 21.2** 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.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 DISCOUNTS/REBATES:

22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

22.1.2 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 20.0 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 20.5.

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 OF CONTRACT:

24.1 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 the lowest evaluated bid, 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) / Notification of Award of Contract in GeM Portal 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 STC Clause No. 10.0.

28.0 ISSUANCE OF CONTRACT:

- 28.1** At the same time as the Company notifies the successful Bidder that its Bid has been accepted through issue of Letter of Award (LOA)/ Notification of Award of Contract in GeM Portal.

The Contract will be issued in GeM portal upon uploading of soft copy of BG by successful Bidder in GeM Portal. Till the contract is issued in GeM portal, the Letter of Award (LOA)/ Notification of Award of Contract in GeM Portal to the successful bidder shall remain binding amongst the two parties.

- 28.2** In the event of failure on the part of the successful Bidder to soft copy of BG by successful Bidder in GeM Portal or accept the Contract in GeM Portal, OIL reserves the right to terminate the LOA issued to the successful Bidder/cancel the notification of award of Contract in GEM Portal and invoke the EMD/Performance Security submitted by the successful Bidder. The bidder will be dealt with as Banning Policy of OIL.

- 29.0 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.

30.0 MOBILISATION AND ADVANCE PAYMENT:

- 30.1** Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

- 30.2** Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

- 30.3** In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 GOODS AND SERVICES TAX:

- 31.1** In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

- 31.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST / UTGST or IGST) is applicable.

- 31.3** Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

31.5 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.

31.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

31.8 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.

31.9 The bids will be evaluated based on total price including GST.

31.10 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

31.11 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

31.12 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

31.13 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

31.15 The Supplier of Goods / Services may note the Anti-profiteering Clause of Tender and quote their prices accordingly.

31.16 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

32.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

(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 India) 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.

(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.

(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

(4) The beneficial owner for the purpose of para (3) above will be as under:

- (i) 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:

13.1.1 "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company.

13.1.2 "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 shareholder's agreements or voting agreements.

- (ii) 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;
- (iii) 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;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) 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.

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

(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.

(7) Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) Undertaking regarding compliance: The bidders are required to provide undertakings as per **ANNEXURE – D, ANNEXURE – E & ANNEXURE – F** 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.

33.0 Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids.

BID EVALUATION CRITERIA (BEC)

VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out within the last date of submission of pre-bid queries as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / nonconforming bids may not be considered and rejected outright.

GENERAL CONFORMITY:

Bids will be rejected in case the equipment and services offered do not confirm to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.

A. TECHNICAL EVALUATION CRITERIA:

1.0 BIDDER'S EXPERIENCE:

- 1.1** The bidder must have successfully executed / completed at least 01 (one) contract for EIA study of Offshore Oil & Gas Exploration, Development & Production Project in India and should have obtained Environmental Clearance (EC) & CRZ Clearance from the concerned authorities. The contract should have been executed during previous 07 (seven) years from the original bid closing date.
- 1.2** The bidder must have successfully executed / completed **SIMILAR Work** over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central / State Government / PSUs / Nationalised Banks / Public Limited Company as under –

One similar completed work costing not less than the amount equal to **INR 55,26,314.24;**

or

Two similar completed works each costing not less than the amount equal to **INR 34,53,946.40;**

or

Three similar completed works each costing not less than the amount equal to **INR 27,63,157.12.**

Notes to **BEC Clause B. 1.0** above:

- i.** **SIMILAR Work** hereinafter means “Experience in EIA study of onshore / offshore Oil & Gas Exploration, Development & Production Project in India and should have obtained Environmental Clearance (EC) & CRZ Clearance from the concerned authorities.”
- ii.** For proof of requisite experience, self-attested photocopies of following documents must be submitted along with the bid: Contract document / Work order / any other relevant document showing details of work supported with Completion Certificate / Certificate of Final Payment / release of performance security issued by the end user for each of the contracts, indicating the following:
 - a.** Contract / Work Order Number
 - b.** Detailed Scope of Work

c. Actual Dates of Commencement and Completion

- 2.0** The bidder must have a valid accreditation certificate under **Category A Sec-1(b) Offshore and Onshore oil and gas exploration, development & production** from Quality Council of India (QCI) / National Accreditation Board of Education and Training (NABET) and copy of the same must be submitted along with the technical bid.
- 3.0** The bidder must furnish in the technical bid, the names with designation and area of expertise of their proposed core team members along with their CVs and proof of their Qualification / experience etc. without which their bid will be treated as incomplete and rejected.
- 4.0** The Bidder must provide their confirmation in the technical bid that they shall prepare final EIA / EMP / RA reports as per the guidelines given in the EIA Notification of MoEF.

B. FINANCIAL EVALUATION CRITERIA:

- 1.0** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial / accounting years from the original bid closing date should be at least **INR 20,72,367.84**.
- 2.0** **Net worth of the bidder must be Positive** for the preceding financial / accounting year.

NOTE:

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

(ii) **Net worth shall mean:** “Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation”.

Notes to BEC Clauses B. 1.0 and C. 2.0 above:

(a) For proof of Annual Turnover & Net worth, any one of the following documents 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-A**.

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

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

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

(e) In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Notes (a) and (b) above.

(f) Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover and Net worth.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:

- i. Validity of bid shorter than validity indicated in the tender.
- ii. Bid Security in original.

Note: Bid Security in **Original** shall be furnished as a part of the Technical Bid and **shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time**. A **scanned copy** of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document.

2.0 The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.

3.0 Integrity Pact: Buyer organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed Integrity Pact as per Buyer Organization's Policy along with bid (**ANNEXURE-H**). In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.0 Performance Security: Successful bidder shall be required to furnish a Performance Security equivalent to **ten (10%) percent of Estimated Contract Cost** within 15 days of receipt of LOI / notification of award. The Performance Bank Guarantee must remain valid three months beyond the period of contract execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation / termination of award besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

5.0 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.

6.0 Any physical documents wherever called for, 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 who has signed the Bid.

7.0 Bids containing incorrect / false / misleading statement(s) shall be rejected.

- 8.0** Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.
- 9.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in “**Price Bid Format**” of Bid Document; otherwise, the Bid will be summarily rejected.
- 10.0** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
 - (ii) Performance Security Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Safety & Labour Law
 - (ix) Termination Clause
 - (x) Integrity Pact

D. PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:

- 1.0** The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" and the prescribed price bid format.
- 2.0** In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 3.0** Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format. However, Priced Bids shall be evaluated taking into account the Price quoted as per Price bid format including quoted GST.
- 4.0** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of quantity for various line items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual quantity.
- 5.0** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 6.0** To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the

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

- 7.0** Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.
- 8.0** Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.
- 9.0** In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices separately indicating the components of taxable services and material to be supplied (if any), the GST will be loaded on entire quoted / contract value for evaluation considering abatement, if any, as per statute.
- 10.0** GST, if any applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The Bidder must avail eligible GST credit of tax/ duty paid on input services /capital goods/ Inputs and benefit of GST credit should be passed on to COMPANY by way of quoting rate(s) net of GST credit i.e. gross value of service adjusted by GST credit available to the bidder.

11.0 Purchase Preference Clause:

MSE Policy: Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- i) Documentation required to be submitted by MSEs:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- Udyam Registration Number with Udyam Registration Certificate

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.

- ii) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

- iii) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

Note: The services required by this Tender will not be split.

E. GENERAL:

- 1.0** The Bidder / agency must submit an undertaking to the effect that in the event they are empanelled with OIL and are subsequently considered for award of contract(s) for carrying out EIA study in any project of OIL they shall not sub-contract OR execute Joint venture / Consortium OR Transfer OR Assign the contract (s), either in full or any part, to any third party(ies).
- 2.0** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 3.0** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.0** If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 5.0** Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 6.0** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.0** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL / Company as and when asked for.

8.0 Submission of Forged Documents:

Bidders should note that Company (OIL) may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 17th March 2023, available in the OIL's website. Accordingly, service provider / vendor to submit the Undertaking of authenticity of information / documents submitted as per ANNEXURE-C.

9.0 Compliance of the Competition Act, 2002:

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

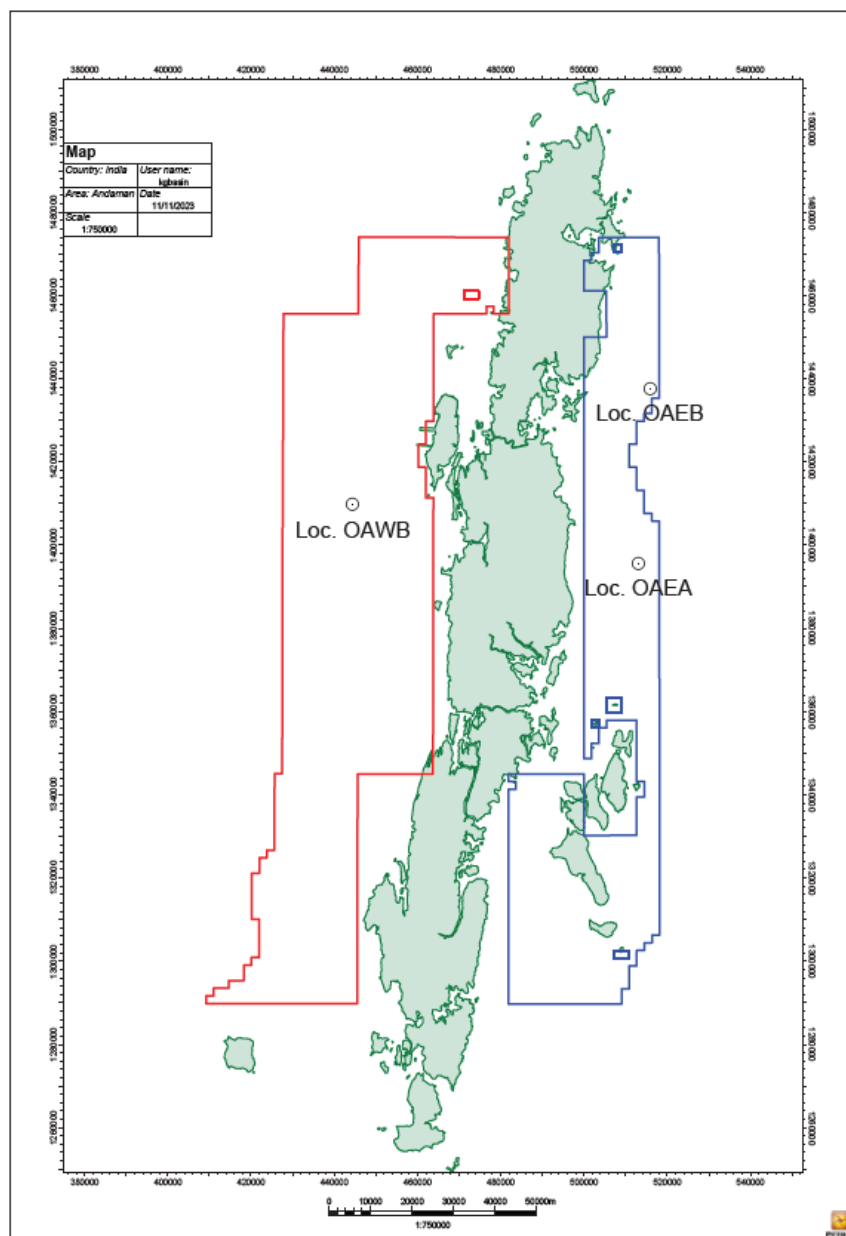
NOTE TO BEC: All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria) and other relevant technical criteria as outlined in the tender document, along with their bids. Failure to furnish the completely filled checklist by the bidder will render the bid liable for rejection.

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

This section indicates the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Contractor shall satisfy or adhere to in the performance of the work.

1.0 BASIC INFORMATION OF THE AREA AND LOGISTICS:

MAP:



COMMUNICATION TO THE BLOCK:

The block area is well connected by sea and air through following:

Port: Port Blair
Airport/Helipad: Port Blair

2.0 BLOCK AREA:

The Work is to be carried out in Shallow waters of the east & west coast of Andaman & Nicobar Island herein after referred to as the Contract Area in accordance with the drilling program.

Block AN-OSHP-2018/1 was awarded to M/s Oil India Ltd by DGH during OALP Round-II, in 2019. The total allocated area of the block 3669.25 Sq. km. The 3438.61 sq.km of the covering area lies in the Shallow waters of the east coast of Andaman & Nicobar Island and remaining 230.64 sq.km are on Land. The entire block is licensed to M/s Oil India Ltd for Exploration/development of hydrocarbons by the GoI.

Block coordinates of the Block: AN-OSHP-2018/1 are mentioned below:

BLOCK:AN-OSHP-2018/1					
Coordinates (WGS-1984)					
Points	Longitude	Latitude	Points	Longitude	Latitude
1	93° 02 E'	13° 20' N	30	92° 50E'	11° 40' N
2	93° 10 E'	13° 20' N	31	92° 50E'	12° 08' N
3	93°10 E'	12° 59' N	32	92° 51E'	12° 08' N
4	93° 9E'	12° 59' N	33	92° 51E'	12° 09' N
5	93° 09 E'	12° 57' N	34	92° 50E'	12° 09' N
6	93° 08 E'	12° 57' N	35	92° 50E'	12° 10' N
7	93° 08 E'	12° 56' N	36	93° 00E'	12° 10' N
8	93° 07 E'	12° 56' N	37	93° 00E'	12° 02' N
9	93° 07 E'	12° 53' N	38	93° 07E'	12° 02' N
10	93° 06 E'	12° 53' N	39	93° 07E'	12° 07' N
11	93° 06 E'	12° 50' N	40	93° 08E'	12° 02' N
12	93° 07 E'	12° 50' N	41	93° 08E'	12° 09' N
13	93° 07 E'	12° 47' N	42	93° 07E'	12° 09' N
14	93° 08E'	12° 47' N	43	93° 07E'	12° 17' N
15	93° 08E'	12° 44' N	44	93° 03E'	12° 17' N
16	93° 09E'	12° 44' N	45	93° 03E'	12° 16' N
17	93° 09E'	12° 43' N	46	93° 02E'	12° 16' N
18	93° 10E'	12° 43' N	47	93° 02E'	12° 14' N
19	93° 10E'	11° 49' N	48	93° 01E'	12° 14' N
20	93° 09E'	11° 49' N	49	93° 01E'	12° 12' N
21	93° 09E'	11° 48' N	50	93° 00E'	12° 12' N
22	93° 08E'	11° 48' N	51	93° 00E'	13° 07' N
23	93° 08E'	11° 47' N	52	93° 03E'	13° 07' N
24	93° 07E'	11° 47' N	53	93° 03E'	13° 13' N

25	93° 07'E'	11° 45' N	54	93° 00E'	13° 13' N
26	93° 06E'	11° 45' N	55	93° 00E'	13° 17' N
27	93° 06E'	11° 42' N	56	93° 01E'	13° 17' N
28	93° 05E'	11° 42' N	57	93° 01E'	13° 18' N
29	93° 05E'	11° 40' N	58	93° 02E'	13° 18' N

EXCLUDED PART-I			EXCLUDED PART-III		
59	93° 04 E'	13° 19' N	67	93° 01 E'	12° 17' N
60	93° 05 E'	13° 19' N	68	93° 02 E'	12° 17' N
61	93° 05 E'	12° 18' N	69	93° 02 E'	12° 16' N
62	93° 04 E'	12° 18' N	70	93° 01 E'	12° 16' N
EXCLUDED PART-II			EXCLUDED PART-IV		
63	93° 03 E'	12° 20' N	71	93° 04E'	11° 47' N
64	93° 05 E'	12°20 N	72	93° 06E'	11° 47' N
65	93° 05 E'	12° 18' N	73	93° 06E'	11° 46' N
66	93° 03 E'	12°18 N	74	93° 04E'	11° 46' N

Block AN-OSHP-2018/2 was awarded to M/s Oil India Ltd by DGH during OALP Round-II in 2019. The total allocated area of the block 5947.45 Sq. km. The 5958.78 sq.km of the covering area lies in the Shallow waters off the west coast of Andaman & Nicobar Island and remaining 18.67 sq.km are on Land. The entire block is licensed to M/s Oil India Ltd for Exploration/development of hydrocarbons by the GoI.

Block coordinates of the Block: AN-OSHP-2018/2 are mentioned below:

BLOCK:AN-OSHP-2018/2					
Coordinates (WGS-1984)					
Points	Longitude	Latitude	Points	Longitude	Latitude
1	92° 20 ' E	13° 10' N	22	92° 10' E	11° 40' N
2	92° 30 ' E	13° 10' N	23	92° 10' E	11° 41' N
3	92°30 ' E	13° 20' N	24	92° 11' E	11° 41' N
4	92° 50' E	13° 20' N	25	92° 11' E	11° 42' N
5	92° 50 ' E	13° 10' N	26	92° 13' E	11° 42' N
6	92° 48 ' E	13° 10' N	27	92° 13' E	11° 43' N
7	92° 48 ' E	13° 11' N	28	92° 15' E	11° 43' N
8	92° 47 ' E	13° 11' N	29	92° 15' E	11° 45' N
9	92° 47 ' E	13° 10' N	30	92° 16' E	11° 45' N
10	92° 40 ' E	13° 10' N	31	92° 16' E	11° 46' N
11	92° 40 ' E	12° 56' N	32	92° 17' E	11° 46' N

12	92° 39 ' E	12° 56' N	33	92° 17' E	11° 51' N
13	92° 39 ' E	12° 53' N	34	92° 16' E	11° 51' N
14	92° 38 ' E	12° 53' N	35	92° 16' E	11° 57' N
15	92° 38' E	12° 50' N	36	92° 17' E	11° 57' N
16	92° 39' E	12° 50' N	37	92° 17' E	11° 59' N
17	92° 39' E	12° 46' N	38	92° 18' E	11° 59' N
18	92° 40' E	12° 46' N	39	92° 18' E	12° 00' N
19	92° 40' E	12° 10' N	40	92° 19' E	12° 00' N
20	92° 30' E	12° 10' N	41	92° 19' E	12° 10' N
21	92° 30' E	11° 40' N	42	92° 29' E	12° 10' N
EXCLUDED PART-I					
43	92° 44' E	13° 13' N	45	92° 12' E	13° 12' N
44	92° 46' E	13° 13' N	46	92° 44' E	13° 12' N

3.1 PROCESS DETAILS OF THE PROJECT:

In order to achieve the committed work program, it has been planned to drill exploratory/development oil/gas wells ranging from 2400m to 3000m+ from the surface of the water the block. The wells will be drilled by deploying Mobile offshore drilling rig and each well is expected to take about 3-4 months' time to complete.

3.2 BROAD OBJECTIVE:

In connection with aforesaid offshore drilling operations in the Block AN-OSHP-2018/1 & AN-OSHP-2018/2 of Andaman Basin, OIL intends to hire the services of OIL empanelled, accredited and competent firms for carrying out pre-drill Rapid EIA (Environment Impact Assessment), EMP (Environment Management Plan) and CRZ studies as per guidelines issued by MoEF&CC and assisting OIL in all related activities for obtaining of CRZ (Coastal Regulatory Zone) Clearance from MoEF&CC for drilling exploratory wells under OALP Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 in Andaman and Nicobar Island". The services required have been described in detail below.

4.0 SCOPE OF WORK:

OBJECTIVES OF THE EIA STUDY

The main objectives of the EIA study will be as follows:

- a. To assess the existing status of land, air noise, water and natural (biological-ecological) environment and socio-economic component of environment including parameters of human interest at the project site (Baseline survey).
- b. To evaluate significant qualitative and quantitative impact of the proposed project on the major environmental components.
- c. To prepare an Environmental Impact Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d. To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including

formulation of an Environmental Monitoring Plan during construction and operation phase of the project.

- e. To prepare final EIA/EMP/RA reports as per the guidelines given in the EIA notification of MoEF&CC and any other report required for obtaining CRZ clearance.
- f. To prepare Risk assessment report for the said block.
- g. To prepare Disaster Management plan for the said block.

Important Notes:

1. OIL already has the draft CRZ reports and Maps of AN-OSHP-2018/1(EAST) Block prepared by Institute of Remote Sensing (IRS), Chennai and the same will be shared at the time of preparation of EIA report. This draft CRZ reports needs to be scrutinized and vetted by the Contractor prior to submission. **Hence, cost of preparation of these reports and Maps to be excluded in quoted rates / price.**

2. For AN-OSHP-2018/2 (WEST) Block, the Contractor has to arrange to prepare the CRZ reports and Maps through the MOEF&CC approved agencies like NCSCM, Chennai or IRS, Chennai and **cost of the same also to be included in quoted rates / price.**

3. OIL has already obtained EC (Environmental Clearance) for both the blocks under B-2 Category from SEIAA (State Environment Impact Assessment Authority), Andaman and Nicobar.

5.0 TERMS OF REFERENCE (TOR):

The following Terms of Reference (TOR) as prescribed by Expert Appraisal Committee (Industry) of MoEF&CC shall be considered for the preparation of EIA/EMP report for the exploratory drilling and Testing of Hydrocarbons in 08 nos. (04 nos. in each block) of Offshore wells in the Shallow waters off the East & West Coast of Andaman & Nicobar Island. EIA-EMP report needs to be prepared in the form of tabular chart with financial budget and schedule of implementation.

A. STANDARD TOR FOR OFFSHORE OIL & GAS EXPLORATION, DEVELOPMENT & PRODUCTION WILL INCLUDE:

- 1) Executive summary of the project.
- 2) No. of exploratory wells for which environmental clearance is accorded and No. of new wells proposed during expansion. Status and No. of the wells which are completed and closed.
- 3) Project Description and Project Benefits.
- 4) Cost of project and period of completion.
- 5) Employment to be generated.
- 6) Distance from coastline.
- 7) Details of sensitive areas such as coral reef, marine water park, sanctuary and any other eco-sensitive area.
- 8) Recommendation of SCZMA/CRZ clearance as per CRZ Notification dated 6th January 2011 and Draft Notification 2019.
- 9) Details on support infrastructure and vessel in the study area.
- 10) Climatology and meteorology including wind speed, wave and currents, rainfall etc.
- 11) Details on establishment of baseline on the air quality of the areas immediately affected by the exploratory drilling and also particularly with reference to hydrogen sulphide, Sulphur dioxide, NO_x and background levels of hydrocarbons and VOCs.
- 12) Details on estimation and computation of air emissions (such as nitrogen oxides*, sulphur oxides*, carbon monoxide*, hydrocarbons*, VOCs*, etc.) resulting from flaring, DG sets, combustion, etc. during all project phases.

- 13) Base line data collection for surface water for one season leaving the monsoon season within 1 km for each exploratory wells, particularly in respect of oil content in the water sample and sediments sample.
- 14) Fisheries study w.r.t. benthos and marine organic material and coastal fisheries.
- 15) Source of fresh water. Detailed water balance, wastewater generation and discharge.
- 16) Noise abatement measures and measures to minimize disturbance due to light and visual intrusions in case of project site closed to the coast.
- 17) Procedure for handling oily water discharges from deck washing, drainage systems, bilges etc.
- 18) Procedure for preventing spills and spill contingency plans.
- 19) Procedure for treatment and disposal of produced water.
- 20) Procedure for sewage treatment and disposal and also for kitchen waste disposal.
- 21) Details on solid waste management for drill cuttings, drilling mud and oil sludge, produced sand, radioactive materials, other hazardous materials, etc. including its handling and disposal options during all project phases.
- 22) Storage of chemicals on site.
- 23) Commitment for the use of Water Based Mud (WBM) and Synthetic Oil Based Mud (SOBM) in special case.
- 24) Details of blowout preventer Installation.
- 25) Risk assessment and mitigation measures including whether any independent reviews of well design, construction and proper cementing and casing practices will be followed.
- 26) Handling of spent oils and oil from well test operations.
- 27) H₂S emissions control plans, if required.
- 28) Details of all environment and safety related documentation within the company in the form of guidelines, manuals, monitoring programmes including Occupational Health Surveillance Programme etc.
- 29) Restoration plans and measures to be taken for decommissioning of the rig and restoration of on- shore support facilities on land.
- 30) Documentary proof for membership of common disposal facilities, if required.
- 31) by any Court of Law against the project. If so, details thereof.
- 32) Total capital and recurring cost for environmental pollution control measures.
- 33) Public Hearing.
- 34) Preparation of Risk assessment report.
- 35) Preparation of Disaster management report.

B. The following general points shall be noted:

- a. All documents shall be properly indexed, page numbered.
- b. Period/date of data collection shall be clearly indicated.
- c. Authenticated English translation of all material provided in Regional languages.
- d. The letter/application for EC shall quote the MOEF file No. and also attach a copy of the letter.
- e. A copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report.
- f. The final EIA-EMP report submitted to the Ministry must incorporate the issues in this letter. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report where the above issues have been incorporated.
- g. While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009 and its subsequent amendments shall also be followed.
- h. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET)) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization / Laboratories including their status of approvals etc. In this regard, Circular no. J-11013/77/2004 -IA II (I) dated 2nd December 2009 and 30th September 2011 and its subsequent amendment, if any on the Ministry's website <http://www.moef.nic.in> may be referred.

- i. Validity of Accreditation certificates from Quality Council of India / National Accreditation Board of Education and Training (QCI-NABET) as per circular no. J-11013/77/2004-IA II(I) dated 30th September 2010 and its subsequent amendment shall be available on the Ministry's website <http://www.moef.nic.in>.
- j. Certificate of Accreditation' issued by the QCI-NABET to the environmental consultant shall be included.
- k. The Contractor / Consultant shall ensure that their QCI-NABET accreditation remains valid throughout the validity of the Contract.
- l. The Consultant shall ensure that every aspect of the proposed ToR is meticulously covered and point-wise compliance is presented in the EIA report in a tabular form for onward submission to MoEF&CC.
- m. For EIA study only for one seasonal data other than monsoon are to be used.
- n. For EIA, seasonal flood survey does not come under the same. However, measures to mitigate high flood problems will form a part of the Environment Management Plan (EMP) in the EIA study for the project site.

SPECIAL TERMS AND CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the SPECIAL TERMS AND CONDITION[STC] of Contract shall apply to all transactions except as otherwise stated in the Additional Terms and Conditions [ATC] of Contract and/or BEC. 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):

1.2.16 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.

1.2.17 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.

1.2.18 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.

1.2.19 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

1.2.20 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.

1.2.21 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.22 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.23 Working day:

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

1.2.24 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.

1.2.25 Guarantee:

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

1.2.26 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.

1.2.27 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.

1.2.28 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.

1.2.29 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.

1.2.30 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.

1.2.31 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 on 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 authorization 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 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 15 (fifteen) 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 a 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:

10.2 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

10.3 In case of foreign contractor/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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

- 10.4** 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.
- 10.5** 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.
- 10.6** 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.
- 10.7** The Performance Security shall be denominated in the currency of the Contract.
- 10.8** 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.
- 10.9** The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Bidding 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 **03 (three) 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 Bid Security or 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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence 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/blacklisted 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:

13.0.1 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.

13.0.2 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.

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

14.0 INSURANCE:

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

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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 Contractor shall require all of his 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 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
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.

14.7 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.

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

Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

- 14.9 Principal Assured:**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):

"Oil India Limited, and Contractor's name (as appearing in the Contract / LOA)"

- 14.10 Waiver of subrogation:**

All insurance policies of the 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".

- 14.11 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 insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

- 14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

- 14.13 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”.

14.14 On account payment to OIL in case of claim

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

14.15 Contractor shall require all of its sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

14.16 Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and / Employers’ Liability Insurance:** Workmen's compensation and employer's liability 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 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.
- 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.
- vii) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC.

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

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. 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.

- 15.2** Except as otherwise expressly provided herein, neither Company 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 Contractor 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 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 hereby 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 Willful 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 (if any) 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, and 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 up to 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 Company:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the Company from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
 - 3) Before the completion of Contract, Contractor shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion / expiry of the Contract, Contractor shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which Contractor's Bank Guarantee / Security Deposit may be withheld by OIL.

Company may verify the deposit of statutory contribution made by the Contractor 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 unauthorized 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 East Godavari District, Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.

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-fulfilment 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 on-going Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going Contract(s) shall be forfeited by the Company.
- 42.0** **SETTLEMENT OF DISPUTES:**
- 42.1** **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, the same shall be referred to Arbitration as provided hereunder:
 - 2) A party wishing to commence arbitration proceeding shall invoke 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) It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

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. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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 pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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)

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:

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

(iii) 60% of the fees if the hearing has commenced.

(iv) 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/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In 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 Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
- b) A party wishing to commence arbitration proceeding 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
- c) 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.

42.3 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.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as

provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

I) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

- i) 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.
- ii) 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.
- iii) 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.
- iv) Any claim which is less than Rs. 25 Lakh.

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 Contractor 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 of 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 along with 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 up to 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.

SPECIAL CONDITIONS OF CONTRACT (SCC) / ADDITIONAL TERMS AND CONDITIONS OF CONTRACT (ATC)

Additional Terms and Conditions of Contract (ATC) shall be read in conjunction with the Special Terms and Conditions (STC) and General Terms and Conditions (GTC) of GeM, Scope of work/Terms of reference, drawings and other documents forming part of this tender wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate parts 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 in so far as it may be practicable to do so.

The Terms and Conditions stipulated in STC will supersede those in GTC of GeM and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

2.0 The EIA Project:

The Contractor / Consultant will carry out the EIA/EMP study 3669.25 Sq.km in AN-OSHP-2018/1 (EAST) and 5947.45 Sq.km in AN-OSHP-2018/2 (WEST) block areas respectively in accordance with the above broad Scope/TOR and will meet all the requirements under the relevant guidelines of the Ministry of Environment & Forests, Government of India and the Central Pollution Control Board.

3.0 Execution of Contract:

The contract will be executed with the following time schedule for the activities. The contractor has to carry out Rapid EIA/EMP study for CRZ Environmental clearance.

1. Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent within 30 days from the date of issue of Letter of Award (LOA).
2. Duration of data collection and field work: 3 (three) months.
3. (a) Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)}: Within 30 days of completion of data collection.
(b) Submission of Final EIA Report {20 Hard Copies and 20 Soft Copies (CD)}: Within 15 days of the receipt of comments from the Project proponent.

Note: All activities pertaining to both the blocks must be carried out **simultaneously** and accordingly necessary arrangements to be made for all resources (man & material etc). Timeline will be same for both blocks.

4.0 Commencement Date:

The commencement date is the date when mobilization is completed as defined in the contract (for both blocks).

5.0 Duration of the Contract:

The period of contract is for 01 (one) year from commencement of Contract.

6.0 Area of Operation:

OIL's Offshore blocks (AN-OSHP-2018/1 & AN-OSHP-2018/2 of Andaman Basin). The Project area lies in the Shallow waters of the East & West coast of Andaman & Nicobar

Islands. The project is managed from our KG Basin Project, Kakinada, Andhra Pradesh.

7.0 All materials & equipment required for EIA study will be supplied and maintained by the Contractor along with all chemicals and consumables for field and lab analysis.

8.0 Power connection at the sites for monitoring equipment, if needed will be arranged by the Contractor. During base line survey, the Project Proponent / Company is not liable at all to supply power connection to the Contractor's monitoring equipment and for security, transportation, accommodation or acquire necessary permission for the Contractor.

9.0 All expenses including lodging, boarding, transportation of equipment and personnel shall be borne by the contractor. Contractor has to attend the EAC/CRZ meetings for Environmental/CRZ clearance at his/her own cost.

10.0 The Contractor of the EIA Project will not be responsible for various charges/fees to be paid to Pollution Control Board for NOC etc and expenses to be incurred in Public Hearing, if any. However, the Contractor will extend full cooperation during the organizing of Public Hearing, and with all the presentations wherever necessary {MoEF, Public Hearing etc. (Irrespective of Contract Period)} and will send representatives for the same at their own cost, if necessary.

11.0 The Contractor shall include the translated version (to the local languages) of the EXECUTIVE SUMMARY of the EIA/EMP report in CDs and 15 nos. hard copies.

12.0 Terms of Payment:

Sl. No.	Activity / Milestone [EIA (One season)]	Payment Term
1	After Mobilization and setting up of monitoring stations	10% of Contract Price
2	After completion of collection of all primary and secondary data for EIA	20% of Contract Price
3	After submission of Draft EIA/EMP Report	20% of Contract Price
4	After submission of Final EIA/EMP report	20% of Contract Price
5	After acceptance of the Report by the Project Proponent/Company, MoEF&CC and grant of EC/CRZ.	30% of Contract Price

Note: All activities pertaining to both the blocks must be carried out **simultaneously** and only after satisfactory completion of each activity / milestone for both blocks payment shall be made.

SCHEDULE OF RATES (SOR) / PRICE BID FORMAT

The rates must be quoted strictly as per the following format:

Sl. No.	Description of Work	Unit	Qty.	Unit Rate (INR) – excl. GST	Amount (INR) = Rate x Quantity – Excl. GST
1	Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent within 30 days from date of issue of LOA.	Activity unit	2		
2	Complete all data collection within 03 months from the end of mobilization and setting up stations period as per TOR issued by MoEF&CC.	Activity unit	2		
3	Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)} within 30 days of Completion of data collection.	Activity unit	2		
4	Submission of Final EIA Report {15 Hard Copies and 15 Soft Copies (CD)} within 15 days of the receipt of comments from the Project Proponent.	Activity unit	2		
5	Acceptance of the Final Report by OIL, MoEF&CC and grant of EC/CRZ	Activity unit	2		
	Total Contract price (INR) – excl. GST				
	GST Rate (in %)				
	Total Contract price (INR) – incl. GST				

Notes:

- (i) OIL already has the draft CRZ reports and Maps of AN-OSHP-2018/1(EAST) Block prepared by Institute of Remote Sensing (IRS), Chennai and the same will be shared at the time of preparation of EIA report. This draft CRZ reports needs to be scrutinized and vetted by the Contractor prior to submission. **Hence, cost of preparation of these reports and Maps to be excluded in quoted rates / price.**
- (ii) For AN-OSHP-2018/2 (WEST) Block, the contractor has to arrange to prepare the CRZ reports and Maps through the MOEF&CC approved agencies like NCSCM, Chennai or IRS, Chennai and **cost of the same also to be included in quoted rates / price.**
- (iii) The charges / rates must be quoted in the manner as called for vide "Schedule of Rates" and

the prescribed price bid format.

- (iv) In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- (v) Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format. However, Priced Bids shall be evaluated taking into account the Price quoted as per Price bid format including quoted GST.
- (vi) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of quantity for various line items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual quantity.
- (vii) OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- (viii) To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.
- (ix) Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.
- (x) Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.
- (xi) GST, if any applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The Bidder must avail eligible GST credit of tax/ duty paid on input services /capital goods/ Inputs and benefit of GST credit should be passed on to COMPANY by way of quoting rate(s) net of GST credit i.e. gross value of service adjusted by GST credit available to the bidder.

GeM GNERAL TERMS & CONDITIONS

(Uploaded in GeM Portal)

CERTIFICATE OF ANNUAL TURNOVER AND NET WORTH

(as per **Note under** BEC Clause No. B.1.0 & 2.0 of Financial Criteria)

(to be printed on practising chartered 's letterhead, signed, stamped, scanned and submitted online through GeM Tender Portal)

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto_____ are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

UDIN:

Membership Code:

Registration No.:

Signature

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note under Clause B. of BEC Financial Criteria

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

I _____ the authorized signatory(s) of _____ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

The balance sheet/Financial Statements for the financial year _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date or 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)

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION / DOCUMENTS**

Ref.: Clause No. E 8.0 of BEC

(To be executed by the authorized signatory of the bidder on the official letter
head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No.: _____

Date: _____

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Sub.: Undertaking of authenticity of information/documents submitted against Tender No:

_____ dated _____

With reference to our quotation against your above-referred tender, we M/s. _____ hereby
undertake that no fraudulent information/documents have been submitted by us. We take full
responsibility for the submission of authentic information/documents against the above cited bid.

We M/s. _____ also agree that, during any stage of the tender/contract agreement, in case any of
the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to
reject our bid at any stage including forfeiture of PBG and/or cancel the award of contract and/or carry
out any other penal action on us, as deemed fit.

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-D

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON
PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH
INDIA**

W.R.T. CLAUSE 32 OF ITB

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No _____

Date: _____

Tender No. _____ Date: _____

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone

No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

W.R.T. CLAUSE 32 OF ITB

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No _____

Date: _____

Tender No. _____ Date: _____

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone

No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

W.R.T. CLAUSE 32 OF ITB

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No _____

Date: _____

Tender No. _____ Date: _____

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

FORMAT FOR ACKNOWLEDGEMENT & UNDERTAKING BY BIDDERS

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Kind Attn.: CGM (C&P)

“We M/s. _____ hereby acknowledge receipt of a complete set of Bidding Documents for _____.

M/s. _____ confirm that all the instructions and terms and conditions of the tender document (Tender No. _____) as well as the instructions contained in the website www.gem.gov.in are acceptable to us unconditionally.

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

INTEGRITY PACT

Ref.: Clause C. 3.0 Commercial Evaluation Criteria of BEC

(To be executed by the authorized signatory of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
 - (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
 - (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process, for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

- (1) The Principal will enter into Pacts on identical terms with all bidders.
- (2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section:10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Sd/- Manager-C&P For the Principal Date: Place: For the Bidder/Contractor Witness 1: Witness 2:
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COMMERCIAL CHECK LIST

(To be printed on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Bidder's Name:_____

TENDER NO._____

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

S l . N o .	Description	Bidder's Confirmation
1	Bidder's name and address:	
2.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
3.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
4.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST %
5.	Whether Bid Security submitted.	
6.	Confirm to Submit Performance Security as per Tender requirement	
7.	Confirm that the offer shall remain valid for acceptance up to 90 days from final Bid Due Date / Date of opening of bids.	
8.	Whether Mobilization and Completion period of Contract is complied?	
9.	Whether Integrity Pact Submitted?	
10.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
11.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
12.	Confirm acceptance to all terms & conditions of the Tender.	
13.	Confirm that all correspondence must be in English Language only.	

14.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
15.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
16.	Please indicate the following: (i) PAN No.	
	(ii) GST Regn. No.	
17	Confirm whether you want to avail/claim Purchase Preference-MSE.	
18	Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature_____

Name_____

Designation _____

Office Stamp _____

ANNEXURE-J

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE
(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online in GeM Tender Portal)

TO,
ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramaraopeta, Kakinada,
Andhra Pradesh-533004, India

We, M/s..... will submit the
Performance Security in favour of Oil India Limited, Kakinada in the form of bank guarantee
for an amount and as per terms and conditions of Tender/Contract.

BG issuing bank details:-

Bank	
Contact Details	Mobile
E-mail Addresses	Telephone
Correspondence Address	State
H No/Street/City	Country
	Pin Code

Declaration:

We will arrange to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:

Name

Vendor Code: _

Email ID: _

Mobile No:

AUTHORISATION FOR ATTENDING BID OPENING

TO,

Date: _____

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

Sir,

Sub: OIL's IFB No. _____

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Kakinada on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

BID FORM

(to be filled by bidder and uploaded in GeM Portal)

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Sub: TENDER No. xxxxxxxxxxxx

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is awarded through GeM Portal, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive Dated this

_____day of_____2023.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA OF LETTER OF AUTHORITY
(to be filled by bidder and uploaded in GeM Portal)

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
D. No. 11-4- 7 Nookalamma Temple Road,
Ramarao Peta, Kakinada,
Andhra Pradesh-533004, India

Sub: OIL's TENDER No. xxxxxxxxxxxx

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____ **Designation:** _____

Seal of the Bidder:

Signature of Bidder with Official Seal

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

BID EVALUATION MATRIX (to be printed, filled, signed, stamped, scanned and submitted online in GeM Tender Portal)			
BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation/ Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	VITAL CRITERIA FOR ACCEPTANCE OF BIDS: The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out within the last date of submission of pre-bid queries as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / nonconforming bids may not be considered and rejected outright.		
	GENERAL CONFORMITY Bids will be rejected in case the equipment and services offered do not confirm to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.		
A	<u>TECHNICAL EVALUATION CRITERIA</u>		

1.0	<p>BIDDER'S EXPERIENCE</p> <p>4.1 The bidder must have successfully executed / completed at least 01 (one) contract for EIA study of Offshore Oil & Gas Exploration, Development & Production Project in India and should have obtained Environmental Clearance (EC) & CRZ Clearance from the concerned authorities. The contract should have been executed during previous 07 (seven) years from the original bid closing date.</p> <p>4.2 The bidder must have successfully executed / completed SIMILAR Work over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central / State Government / PSUs / Nationalised Banks / Public Limited Company as under –</p> <p>One similar completed work costing not less than the amount equal to INR 55,26,314.24;</p> <p style="text-align: center;">or</p> <p>Two similar completed works each costing not less than the amount equal to INR 34,53,946.40;</p> <p style="text-align: center;">or</p> <p>Three similar completed works each costing not less than the amount equal to INR 27,63,157.12.</p> <p>Notes to BEC Clause B. 1.0 above:</p> <p>iii. SIMILAR Work hereinafter means “Experience in EIA study of onshore / offshore Oil & Gas Exploration, Development & Production Project in India and should have obtained Environmental Clearance (EC) & CRZ Clearance from the concerned authorities.”</p> <p>iv. For proof of requisite experience, self-attested photocopies of following documents must be submitted along with the bid: Contract document / Work order / any other relevant document showing details of work supported with Completion Certificate / Certificate of Final Payment / release of performance security issued by the end user for each of the contracts, indicating the following:</p> <ul style="list-style-type: none"> d. Contract / Work Order Number e. Detailed Scope of Work f. Actual Dates of Commencement and Completion 		
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2.0	The bidder must have a valid accreditation certificate under Category A Sec-1(b) Offshore and Onshore oil and gas exploration, development & production from Quality Council of India (QCI) / National Accreditation Board of Education and Training (NABET) and copy of the same must be submitted along with the technical bid.		
3.0	The bidder must furnish in the technical bid, the names with designation and area of expertise of their proposed core team members along with their CVs and proof of their Qualification / experience etc. without which their bid will be treated as incomplete and rejected.		
4.0	The Bidder must provide their confirmation in the technical bid that they shall prepare final EIA / EMP / RA reports as per the guidelines given in the EIA Notification of MoEF.		
B	<u>FINANCIAL EVALUATION CRITERIA:</u>		
1.0	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial / accounting years from the original bid closing date should be at least INR 20,72,367.84.		
1.2	Net worth of the bidder must be Positive for the preceding financial / accounting year.		
	<p>NOTE:</p> <p>(iii) Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91)”.</p> <p>(iv) Net worth shall mean: “Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation”</p>		
	<p>Notes to BEC Clauses C. 1.0 and C. 2.0 above:</p> <p>(g) For proof of Annual Turnover & Net worth, any one of the following documents must be submitted along with the bid:</p> <p>(iii) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p>(iv) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm</p>		

	<p>Registration Number), as per format prescribed in ANNEXURE-A.</p> <p>(h) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars / notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per ANNEXURE-B.</p> <p>(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.</p> <p>(j) In case the bidder is a Central Govt. Organization / PSU / State Govt. Organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.</p> <p>(k) In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Notes (a) and (b) above.</p> <p>(l) Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover and Net worth.</p>		
C.	<u>COMMERCIAL EVALUATION CRITERIA:</u>		
1.0	<p>The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification in case of the following:</p> <p>iii. Validity of bid shorter than validity</p>		

	<p>indicated in the tender.</p> <p>iv. Bid Security in original.</p> <p>Note: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document.</p>		
2.0	The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.		
3.0	Integrity Pact: Buyer organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed Integrity Pact as per Buyer Organization's Policy along with bid (ANNEXURE-H). In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.		
4.0	Performance Security: Successful bidder shall be required to furnish a Performance Security equivalent to ten (10%) percent of Estimated Contract Cost within 15 days of receipt of LOI / notification of award. The Performance Bank Guarantee must remain valid three months beyond the period of contract execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation / termination of award besides other penal actions as per OIL's Bidding Policy. Bidders should undertake in their bids to submit Performance Security as stated above.		
5.0	Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.		
6.0	Any physical documents wherever called for, 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 who has signed the Bid.		
7.0	Bids containing incorrect / false / misleading statement(s) shall be rejected.		
8.0	Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.		
9.0	Bidders must quote clearly and strictly in accordance with the price schedule outlined in " Price Bid Format " of Bid Document; otherwise, the Bid will be summarily rejected.		
10.0	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.</p> <p>(i) Bid Security Clause</p> <p>(ii) Performance Security Clause</p> <p>(iii) Force Majeure Clause</p>		

	<ul style="list-style-type: none"> (iv) Tax Liabilities Clause (v) Arbitration Clause (vi) Acceptance of Jurisdiction and Applicable Law (vii) Liquidated damage and penalty clause (viii) Safety & Labour Law (ix) Termination Clause (x) Integrity Pact 		
D	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:</p>		
	<p>12.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" and the prescribed price bid format.</p> <p>13.0 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.</p> <p>14.0 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format. However, Priced Bids shall be evaluated taking into account the Price quoted as per Price bid format including quoted GST.</p> <p>15.0 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of quantity for various line items are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual quantity.</p> <p>16.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p> <p>17.0 To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes</p>		

	<p>(Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.</p> <p>18.0 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.</p> <p>19.0 Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.</p> <p>20.0 In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote GST as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices separately indicating the components of taxable services and material to be supplied (if any), the GST will be loaded on entire quoted / contract value for evaluation considering abatement, if any, as per statute.</p> <p>21.0 GST, if any applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The Bidder must avail eligible GST credit of tax/ duty paid on input services /capital goods/ Inputs and benefit of GST credit should be passed on to COMPANY by way of quoting rate(s) net of GST credit i.e. gross value of service adjusted by GST credit available to the bidder.</p>		
11.0	Purchase Preference Clause:		
8.1	MSE Policy: Purchase Preference to Micro and Small Enterprises is applicable for this tender.		

	<p>iv) Documentation required to be submitted by MSEs:</p> <p>Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:</p> <ul style="list-style-type: none"> • Udyam Registration Number with Udyam Registration Certificate <p>In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.</p> <p>v) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.</p> <p>vi) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>Note: The services required by this Tender will not be split.</p>		
E	<p>General:</p> <p>1.0 The Bidder / agency must submit an undertaking to the effect that in the event they are empanelled with OIL and are subsequently considered for award of contract(s) for carrying out EIA study in any project of OIL they shall not sub-contract OR execute Joint venture / Consortium OR Transfer OR Assign the contract (s), either in full or any part, to any third party(ies).</p> <p>2.0 In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will</p>		

	<p>however be accepted in the clauses covered under BEC.</p> <p>3.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>4.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p> <p>5.0 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.</p> <p>6.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>7.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL / Company as and when asked for.</p>		
8.0	<p>Submission of Forged Documents:</p> <p>Bidders should note that Company (OIL) may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 17th March 2023, available in the OIL's website. Accordingly, service provider / vendor to submit the Undertaking of authenticity of information / documents submitted as per ANNEXURE-C.</p>		
9.0	<p>Compliance of the Competition Act, 2002:</p> <p>The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>		