



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com

Amendment No. 1 [REVISED TENDER DOCUMENT]

FORWARDING LETTER

Sub: Tender no. CDG8816L19 for Hiring of Consultancy Services for Financial and Commercial Assistance during Production Enhancement Contract for two areas under OIL's Operational areas in Assam

Dear Sir/Madam,

1. OIL INDIA LIMITED, a Government of India Enterprise, is a premier oil & gas company engaged in exploration, production and transportation of crude oil (~65,000 bbl/day), natural gas (~265 MMscf/day) and LPG (~137 tonnes/day) with its headquarters at Duliajan in the Dibrugarh district of Assam, India. The company has operating interests across the country as well as in several foreign countries. The major oil & gas producing assets of the company are located in Upper Assam Basin of North East India, barring a hydrocarbon producing asset in Rajasthan. The operational area is spread over a radius of around 60 km from field head quarters at Duliajan. Duliajan has railway and air connectivity with the nearest airport at Dibrugarh, 50 km away.

2. OIL intends to undertake a "Production Enhancement Contract (PEC)" and as part of that OIL intends to Hire the services of Consultancy Services for Financial and Commercial Assistance with suitable Service Providers (SP) of global repute who have the expertise, financial capability and in-house technical resource. OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG8816L19
(ii)	Type of Bidding	:	Online-Composite Bid System
(iii)	Tender Fee	:	N/A
(iv)	Period of Sale	:	N/A

(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	N/ A
(xiii)	Bid Security Validity	:	N/A
(xiv)	Original Bid Security to be submitted	:	N/A
(xv)	Amount of Performance Security	:	10% of Total Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	10 Weeks
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be filled and digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

3. Integrity Pact:

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign

Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

4. GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

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

5. IMPORTANT NOTES:

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site.
- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under COMPOSITE BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded "**Technical RFX Response**" Tab only. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab.

Display RFX Response:

Edit | Print Preview | Technical RFX Response | Close | Withdraw | Verify signature

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version

RFX Information | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created E
 Last Processed C
 Last Processed E

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab **“Technical RFX Response”** for Uploading “Technical Bid”.

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid”

On “EDIT” Mode- The following screen will appear. Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checker
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Technical Bid*

Area for uploading Priced Bid**

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(A J Sarmah)
DY. GENERAL MANAGER-CONTRACTS
For, RESIDENT CHIEF EXECUTIVE

PART - 1

INSTRUCTIONS TO BIDDERS

1	<i>Eligibility of the bidder:</i>	6
2	<i>Bid Documents:</i>	6
3	<i>Transferability of bid documents:</i>	7
4	<i>Amendment of bid documents:.....</i>	7
5	<i>Preparation of Bids.....</i>	7
6	<i>Bid Form:</i>	9
7	<i>Bid Price:.....</i>	9
8	<i>Currencies of bid and payment:</i>	9
9	<i>Documents establishing bidder's eligibility and qualifications:</i>	9
10	<i>Bid Security:</i>	9
11	<i>Exemption from submission of bid security:</i>	12
12	<i>Period of validity of bids</i>	12
13	<i>Signing & submission of bids:</i>	13
14	<i>Indian agent/representative/retainer/associate.....</i>	14
15	<i>Deadline for submission of bids:</i>	15
16	<i>Late Bids:</i>	16
17	<i>Modification and withdrawal of bids</i>	16
18	<i>Extension of bid submission date</i>	16
19	<i>Bid opening and evaluation</i>	16
20	<i>Opening of priced bids.....</i>	17
21	<i>Conversion to single currency</i>	18
22	<i>Evaluation and comparison of bids</i>	18
23	<i>Contacting the company.....</i>	18
24	<i>Award of contract</i>	19
25	<i>Company's right to accept or reject any bid</i>	19
26	<i>Notification of award</i>	19
27	<i>Performance security:.....</i>	19
28	<i>Signing of contract</i>	21

29	<i>Credit facility.....</i>	<i>21</i>
30	<i>Mobilisation and advance payment.....</i>	<i>21</i>
31	<i>Integrity pact:</i>	<i>21</i>
32	<i>Local conditions.....</i>	<i>22</i>
33	<i>Specifications</i>	<i>23</i>

1 Eligibility of the bidder:

- 1.1** The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid 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 Bid Documents:

- 2.1** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
 - a) A Tender Forwarding Letter
 - b) Instructions to Bidders, (Part-1)
 - c) Bid Evaluation Criteria, (Part-2)
 - d) General Conditions of Contract, (Part-3, Section-I)
 - e) Terms of Reference/Technical Specification,(Part-3, Section-II)
 - f) Special Conditions of Contract, (Part-3, Section-III)
 - g) Schedule of Rates, (Part-3, Section-IV)
 - h) Estimated CIF value of items at the time of import, (Proforma-A)
 - i) Price Schedule Format, (Proforma-B)
 - j) Bid Form, (Proforma-C)
 - k) Statement of Non-Compliance, (Proforma-D)
 - ~~l) Bid Security Form (Proforma-E)~~
 - m) Performance Security Form, (Proforma-F)
 - n) Sample Agreement Form (Proforma-G)
 - o) Proforma of Letter of Authority (Proforma-H)
 - p) Authorisation for Attending Bid Opening (Proforma-I)
 - q) Integrity Pact (Proforma -J)
 - r) Safety Measures (Proforma – K)
 - ~~s) Proforma of Bank Guarantee towards PP-LC (Proforma-L)~~
 - ~~t) Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. O-27011/44/2015-ONG II/FP dated 25.04.2017 of MoP&NG (Proforma-M)~~

- 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.

3 Transferability of bid documents:

- 3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2** Unsolicited bids will not be considered and will be rejected straightway.

4 Amendment of bid documents:

- 4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5 Preparation of Bids

5.1 Language of Bids:

- 5.1.1** 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.

5.2 Bidder's/Agent's Name & address:

- 5.2.1** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 Documents comprising the bid:

5.3.1 Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 10.0.
- c) ~~Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.~~
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) ~~Proforma-A: List of items to be imported without the CIF values (For Global Tenders).~~
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J. Proforma-J attached with the bid document to be digitally signed by the bidders Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

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

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).
- d) ~~PP-LC Proforma (if Quoted as PP-LC Bidder)~~

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

6 Bid Form:

- 6.1** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7 Bid Price:

- 7.1** Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2** Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3** All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax 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 quoted GST 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.

8 Currencies of bid and payment:

- 8.1** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2** Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

9 Documents establishing bidder's eligibility and qualifications:

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

~~10 Bid Security:~~

- ~~10.1~~** ~~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 11.9.~~
- ~~10.2~~** ~~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 OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma-E or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks—~~

- ~~a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or~~
- ~~b) 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~~
- ~~c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.~~
- ~~d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.~~
- ~~e) 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.~~
 - ~~(i) Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.~~
 - ~~(ii) Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the Company as non-responsive.~~
 - ~~(iii) The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.~~
 - ~~(iv) Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.~~
 - ~~(v) 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 29.0 below is furnished.~~
 - ~~(vi) Bid Security shall not accrue any interest during its period of validity or extended validity.~~
 - ~~(vii) The Bid Security may be forfeited:~~
 - ~~a. If the bidder withdraws the bid within its original/extended validity.~~
 - ~~b. If the bidder modifies/revises their bid suo-moto.~~
 - ~~c. If the bidder does not accept the order/contract.~~
 - ~~d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.~~
 - ~~e. 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.~~

- 10.3** — In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.4** — The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E portal. The original Bid Security shall be submitted by bidder to the office of CGM Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 10.5** — 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.
- 10.6** — The Bank Guarantee issuing bank branch must ensure the following:
- 10.7** — The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- (i) — “MT 760 / MT 760 COV for issuance of bank guarantee.
 - (ii) — “MT 760 / MT 767 COV for amendment of bank guarantee.

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code — UTIB0001129, Branch address — AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN — 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	AXIS BANK LTD
B	Branch Name	DULIAJAN BRANCH
C	Branch Address	DAILY BAZAR, JYOTI NAGAR, DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM
D	Banker Account No.	910020040028220
E	Type of Account	Current Account
F	IFSC Code	UTIB0001129

G	MICR Code	786211302
H	SWIFT Code	AXISINBB140
I	Contact No.	+919706011291
J	Contact Person Name	RUPAM BHUYAN
K	Fax No.	03742800089
L	Email Id	duliajan.branchhead@axisbank.com

11 — ~~Exemption from submission of bid security:~~

11.1 — ~~Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.~~

11.2 — ~~If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.~~

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

12 Period of validity of bids

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

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13 Signing & submission of bids:

13.1 Signing of bids:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.2 Submission of bids:

13.2.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB :

a) ~~The Original Bid Security along with 1(one) copy~~

- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

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

13.2.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

14 Indian agent/representative/retainer/associate

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

15 Deadline for submission of bids:

- 15.1** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. 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.
- 15.2** No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3** The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16 Late Bids:

- 16.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17 Modification and withdrawal of bids

- 17.1** The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 17.2** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3** No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

18 Extension of bid submission date

- 18.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19 Bid opening and evaluation

- 19.1** In case of composite Bid Technical and Commercial bids will be opened together in presence of Bidder's representatives who choose to attend at the date, time [on-line portal] and place mentioned in the Forwarding Letter.
- 19.2** In case of Two-bid system, Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.3** In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 19.4** Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.5** At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 19.6** Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.7** 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.
- 19.8** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.9** The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20 Opening of priced bids

- 20.1** Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21 Conversion to single currency

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

22 Evaluation and comparison of bids

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC),PART-2 of the Bid Documents.

22.1 Discounts/rebates

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

22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

22.4 Loading of foreign exchange

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.5 Exchange rate risk

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

22.6 Repatriation of rupee cost

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

23 Contacting the company

23.1 Except as otherwise provided in Clause 21.0 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 21.6.

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

24 Award of contract

24.1 Award criteria

24.1.1 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 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 Notification of award

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

27 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 12.0.

27.1 On receipt of notification of award from the Company, the contractor shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per Proforma-F and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

- b) 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.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India
- d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- e) Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
 - (i) Full address.
 - (ii) Branch Code.
 - (iii) Code Nos. of the authorized signatory with full name and designation.
 - (iv) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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.

The foreign bidder 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.

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

- 27.2** The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 27.3** The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 27.4** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 27.5** Failure of the successful Bidder to comply with the requirements of clause 29.0 and/or 30.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

28 Signing of contract

- 28.1** At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2** The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3** In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

29 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 Mobilization 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 Integrity pact:

- 31.1** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.2** OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a) Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com
 - b) ShriSatyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of IndiaE-mail: satyanandamishra@hotmail.com
 - c) Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC; e-Mail id: jagmohan.garg@gmail.com

32 Local conditions

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

33 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.

END OF PART - 1

PART-2

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

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

A) TECHNICAL: The bidder must meet the following criteria failing which offer shall be rejected:

1.0 Bidder must be an oil and gas consultancy firm with experience in multidisciplinary integrated studies as described in the SOW. The bidder/ Financial Consultancy Entity must meet the following criteria of experience.

2.0 The Financial Advisory Entity must have completed at least two (02) assignments, relevant to the Scope of Work, in international upstream oil and gas transaction in the last 7 years from Original bid closing date.

3.0 The composition of the Financial cum Commercial Consultant's Team will include at least four (04) members, a Team Leader, a Project Manager and at least two (02) other team members.

4.0 **Team Leader** - Qualified professional with minimum ten (10) years of experience in financial / M&A advisory assignments and must have worked in Two (2) minimum numbers of completed financial / M&A assignments in the upstream oil and gas international transaction in the last seven (7) years from Original bid closing date.

5.0 Core team Members (Minimum three members including the Project Manager) — Qualified Professional with minimum eight (08) years of experience in handling Financial / M&A advisory assignments and must have worked in Two (2) minimum numbers of completed financial / M&A assignments in upstream oil and gas international transaction in the last 7 years from Original bid closing date. Additionally, one of the Core Team

Members should have a professional degree in law and having relevant legal experience in handling matters as described in the SoW.

6.0 The personnel fulfilling Para 3.0, 4.0 & 5.0 above and approved by OIL at the time of bidding shall only be allowed for execution of the job. Any change of personnel during the tenure of the contract is generally not allowed. Replacement of the personnel shall only be considered in special cases like resignation, dismissal from the Company or death etc. Acceptance and rejection in this regard will be solely on OIL's discretions.

7.0 Documents:

7.1 Bidders must furnish documentary evidences, in support of fulfilling all the above requirement and submit as part of the offer, at least self certified.

7.2 OIL reserves the right to ask for any Original and/or other relevant document to verify the certification.

7.3 Personnel not meeting the minimum qualifying criteria stands disqualified and no correspondence shall be issued by the Company in this regard.

B) COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under Composite Bid system i.e. Technical Bid and Priced Bid together in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 4.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway.

- 5.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 7.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 8.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 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 initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 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.
- 14.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage and penalty clause
 - (vi) Safety & Labour Law
 - (vii) Termination Clause

(viii) Integrity Pact

C. GENERAL

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the reserves the right to ask the bidder for clarification in respect of bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 Terms and Conditions
- 4.1 The bidder is required to submit the bid in strict compliance to the terms and conditions of the NIT. Bids with any deviations to Scope of Work, eligibility conditions, GCC/SCC, delivery timelines and price bid formats shall be liable for rejection.

II. BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviations. Priced Bids shall be evaluated taking into account the rates quoted in the Price Bid Format

(Performa).

4.0 MOBILISATION TIME:

4.1 Time is the essence of this contract. The bidders must confirm their compliance in their “Technical” bid to complete the mobilization of personnel within ten (10) days from the date of issue of the Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than ten (10) days will be summarily rejected.

5.0 SCHEDULE OF RATES

5.1 The Bidder/Service Provider/ Contractor shall quote their rates in the price bids as per the format that would be given in the Performa. The Payment Terms for the different Phases that has been worked out will be:

Phase-1: Suggestion of Models with report, Pre-tender acceptability, finalisation of Tender- 50% payment of quoted Lump sum

Phase-2 : Financial and Commercial Assistance during Pre-Tender and during Pre-bid for queries raised by potential PEC Bidders after floating of tender - 10% payment of quoted Lump sum and

Phase-3 Post tender commercial scrutiny and evaluation and final recommendation of the bids submitted by potential PEC bidders - 40% payment of quoted Lump sum

5.2 For any additional work, that is not envisaged at the time of award of the contract, a provision for additional 10 (ten) consulting man-days will be kept. The rate from the bidders will be taken as part of commercial offer and will be considered for evaluation for ascertaining the L-1 bidder.

END OF PART - 2

PART-3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II (Scope of Work/Type of service requirements).
- (d) "Company" means Oil India Limited (OIL);
- (e) "Contractor" means the individual or firm or Body incorporated performing the work under the Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the contract).The Company representatives of OIL are also included in the Company's personnel.
- (g) "Site" means Company's offices at Duliajan.
- (h) "Restricted area" means the work place coming under Oil Mines Acts wherein the activities of oil & gas exploration and production takes place. The present job is expected to be carried out in such area;
- (i) "Gross Negligence" means 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 wanton 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.

- (j) ("Wilful Misconduct" means 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.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) will be the Effective Date of Contract.

2.2 **DATE OF COMMENCEMENT OF OPERATION:**

The contract shall commence from the day when Contractor's personnel arrive at Site for taking up the first job under the contract/acceptance of LOA and completion of contract formalities after receipt of intimation from OIL.

- 2.3 **DURATION OF CONTRACT:** The contract shall be valid for a period of 8 weeks from the date of commencement of the operation. Further extension shall be on mutually agreed rate, terms and conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

- 3.1 Perform the work described in Section II – Scope of work/Type of service requirements in most economic and cost effective way.
- 3.2 Perform all 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.
- 3.3 The rates and prices shall, except in so far as otherwise provided, cover all their obligations under the contract.
- 3.4 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY:

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

- 4.1 Pay Contractor in accordance with terms and conditions of the contract for hiring the services as per scope of work given in Section II, at the Schedule of Rates given in Section III.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations of Company required by the terms of the contract.

5.0 CONTRACTOR'S PERSONNEL:

- 5.1 Contractor's personnel shall be fluent in English language (both writing and speaking).
- 5.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub- Contractors, if any, including but not limited to their housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement, taxes (personal income tax), if any, payable in India or outside at no charge to the Company.
- 5.3 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 5.4 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall replace such personnel within 15(fifteen) days with personnel acceptable to the Company.

5.5 ASSOCIATION OF COMPANY'S PERSONNEL:

- 5.5.1 Company may depute not more than one representative/engineer to act on its behalf for overall co-ordination and operational management of the contract. Company's representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the

progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that they shall perform the work in a workmanlike, and professional manner and in accordance with efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work/Terms of reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor as set out in Section II of this Contract.
- 6.2 Should Company discover at any time during the tenure of the Contract for services completed under this Contract 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. Provided Contractor receives all payments for Services completed, such corrective Work will be performed by Contractor within a reasonable time.
- 6.3 Contractor's sole responsibility under these warranties shall be to provide the Products and/or Services described in the Contract with Company.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 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 so far as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 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.
- 7.4 The above obligations of Contractor shall be in force even after termination of the contract.

7.5 During this Contract Company Group may be exposed to certain confidential information and data of the CONTRACTOR. Such data shall held by the Company Group, in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

8.0 TAXES:

8.1 Corporate Tax levied as per the provisions of Indian Income Tax Act on income derived/payments received under the contract will be on Contractor's account.

8.2 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.

8.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

8.4 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 by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.5 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.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

9.0 GOODS AND SERVICES TAX

9.1 GENERAL REMARKS ON TAXES & DUTIES:

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.

- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 9.3 “**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.
- 9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 9.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and Service **Accounting Codes (SAC)** at the designated place in SOR.
- 9.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 9.6.1 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.
- 9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 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.

- 9.7.2 The bids will be evaluated based on total price including **GST**.
- 9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 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.

- 9.16 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.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 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.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 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.

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.

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.

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.

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

- 9.22 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.

- 9.23 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.
- 9.24 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.
- 9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 9.26 **Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);

- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- v) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- vi) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

9.27 **Anti-profiteering clause**

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. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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

10.0 INSURANCE:

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor during the currency of the Contract.
- 10.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
 - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.

- c) General Public Liability Insurance Act 1991 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 fulfill the provisions under this contract.
 - d) Contractor's equipment (if any) used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) 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.
- 10.3 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.4 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.

11.0 CHANGES:

- 11.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section III). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Changed Order, the parties will resolve the dispute in accordance with Clause 20 hereunder. Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for work performed under the Changed Order.

12.0 FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation 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 act of

God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars whether declared or not, blockade, insurrections, riots, epidemic, landslides, lightning, earthquake, fire storms, floods, washouts, arrests and restraints of Government, civil disturbances, explosion, breakage or accident to machinery etc. and any other cause, whether of the kind herein enumerated or otherwise which are not within the control of the party claiming suspension, and which by exercise of due diligence such party is unable to prevent or overcome and which renders the performance of the contract by the said party impossible.

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

12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. For the avoidance of doubt, Force Majeure shall not entitle Company to avoid or delay making payment to Contractor for the Services already rendered. Either party will have the right to terminate the contract if such 'force majeure' condition continue beyond fifteen (15) days with prior written notice. Time for performance of the relative obligation suspended by the Force majeure shall then stand extended by the period for which such cause lasts.

13.0 LIABILITY:

13.1 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, agents, 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.

13.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-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 therefrom.

- 13.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their 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 when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 13.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their 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.
- 13.5 Neither Contractor nor their 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 its 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 therefrom.
- 13.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever or injury to, 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 their 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 therefrom.
- 13.7 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.

13.8 The Company hereby further agrees to waive its right of recourse and 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 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.

13.9 The Company is advised to make backup copies of any data delivered to Contractor. In the event of loss, destruction or damage to any data, if any, provided by Company, due to Contractor's default, its sole liability shall be limited to the cost of copying such data from duplicate copies retained by Company.

14.0 CONSEQUENTIAL DAMAGE:

14.1 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 of 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.

15.0 WAIVERS AND AMENDMENTS:

15.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

16.0 PAYMENT & INVOICING PROCEDURE:

16.1 Company shall pay to 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 this Contract. All payments will be made in accordance with the terms hereinafter described.

16.2 All payments due by Company to Contractor shall be made at Contractor's designated Bank. All Bank charges will be to Contractor's account.

16.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 1(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.

- 16.4 The Contractor will submit 3(three) sets of all invoices to Company for processing of payment.
- 16.5 Invoices shall be raised by Contractor as per the Payment Schedule prescribed in Section III.
- 16.6 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days from the date of receipt of the invoices after RBI's clearance. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 16.3 above.
- 16.7 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 respect of any other billing, the payment of which may then or thereafter be due.
- 16.8 The Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) 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.
- 16.9 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

17.0 WITH-HOLDING:

- 17.1 Company may withhold 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 :-
- a) For non-completion of jobs assigned as per **SECTION-II (Scope of Work/Term of Reference/Technical Specification)**.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Unsatisfactory work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary materials, tools, or machinery from the work site.
- g) Damage to another Contractor's man and materials working for the Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) 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 Company, 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.

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

- i) Order issued by a Court of Law 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 shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

18.0 APPLICABLE LAW:

- 18.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India.

- 18.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable.

19.0 TERMINATION:

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0.

19.3 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate this Contract by giving 30 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.

19.4 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case either party's rights and/ or obligations under this Contract and/or either party's rights, title and interest to the equipment/material, are transferred or assigned without the other party's consent, either party may at its absolute discretion, terminate this Contract.

19.5 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Company to pay shall be limited to the period for all Services performed or/ and completed by Contractor upto 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.

- 19.6 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

- 19.7 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 clause from 19.1 to 19.4 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 for services as per this Contract upto the date of termination.

- 19.8 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.

20.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

20.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

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:

1. 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.
2. 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
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. 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.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. 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.

21.0 NOTICES:

- 21.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by Fax and confirmed in writing to the applicable address specified below :

(A) COMPANY

For contractual matters

(1) CGM (Contracts)

OIL INDIA LIMITED

DULIAJAN - 786602

ASSAM , INDIA

Fax No. 0374 2803549

For operational matters

(2) CGM(G&R)

OIL INDIA LIMITED

DULIAJAN - 786602

ASSAM , INDIA

Fax No. 0374 208

(B) CONTRACTOR

(1) M/s.

Tel.

:

Fax :

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of issue of letter of intent if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the contract the Company/Contractor shall reimburse / pay Contractor/company for such additional /reduced costs actually incurred.

23.0 SUB-CONTRACTING:

23.1 Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

24.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions, incorporated elsewhere in the contract

a) The aggregate liability of the Contractor in respect of this contract, whether under the Contract, in toto or otherwise, regardless of cause, shall not exceed the total Contract Price.

b) 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 (a) above

25.0 INTERPRETATION LIABILITY:

All interpretations using the Software, and all recommendations or reservoir descriptions based upon such interpretations, are opinions based on inferences from measurements and empirical relationships and on assumptions, which inferences and assumptions are not infallible, and

with respect to which competent specialists may differ. In addition, such interpretations, recommendations and reservoir descriptions may involve Company opinion and judgment. Company has full responsibility for all interpretations, recommendations and reservoir descriptions utilizing the software. Contractor cannot and does not warrant the accuracy, correctness or completeness of any interpretation, recommendation or reservoir description. Under no circumstances should any interpretation, recommendation or reservoir description be relied upon as the sole basis for any drilling, completion, well treatment, production or other financial decision, or any procedure involving any risk to the safety of any drilling venture, drilling rig or its crew or any other individual. Company has full responsibility for all such decisions and for all decisions concerning other procedures relating to the drilling or production operation.

26.0 INTELLECTUAL PROPERTY:

All title, ownership and Intellectual Property rights in and to the Hardware and any modifications, improvements, enhancements thereof will vest and remain with Company and/or its licensors.

While providing the services to Company, Contractor may utilize expertise, know-how and other intellectual capital(including intellectual property) and develop additional expertise, know-how and other intellectual capital(including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers.. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by oil, Contractor retains sole ownership of any such intellectual capital (including intellectual property)created by Contractor during the course of providing the Services. Contractor grants no title, license or right to OIL to use Contractor Group's intellectual capital (including intellectual property)

27.0 INDEMNITY AGREEMENT:

- 27.1 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 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.
- 27.2 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 on account of bodily injury or death, or damage to personnel/properly 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.

28.0 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.

29.0 PATENT INDEMNITY:

Contractor shall indemnify and hold the Company harmless from any third party Claims arising on account of intellectual property infringement with respect to its Services, except when such infringement is caused due to (a) specific modification or design of Contractor's products or Services to meet Company's specifications, (b) combination of Contractor's products or Services in combination of other products and/ or services not recommended by Contractor (c) out of unauthorized additions or modifications of Contractor's products or services by Company, or (d) Company's use of Contractor's products or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall Indemnify and hold the Contractor Group harmless.

30.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

31.0 PERFORMANCE SECURITY:

31.1 The Contractor has furnished to Company towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry. Company will invoke the Performance Security in case the Contract is terminated because of any default on the part of the Contractor.

32.0 APPLICABLE LAW:

- 32.1 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 exclusive jurisdiction of Courts situated in Dibrugarh / Guwahati.
- 32.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable to the Contractor in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract.
- 32.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

33.0 CUSTOMS DUTY

- 33.1 In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, imports of the items specified in List 33(CONDITION NO. 48)of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%)subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017.

END OF SECTION

PART-3

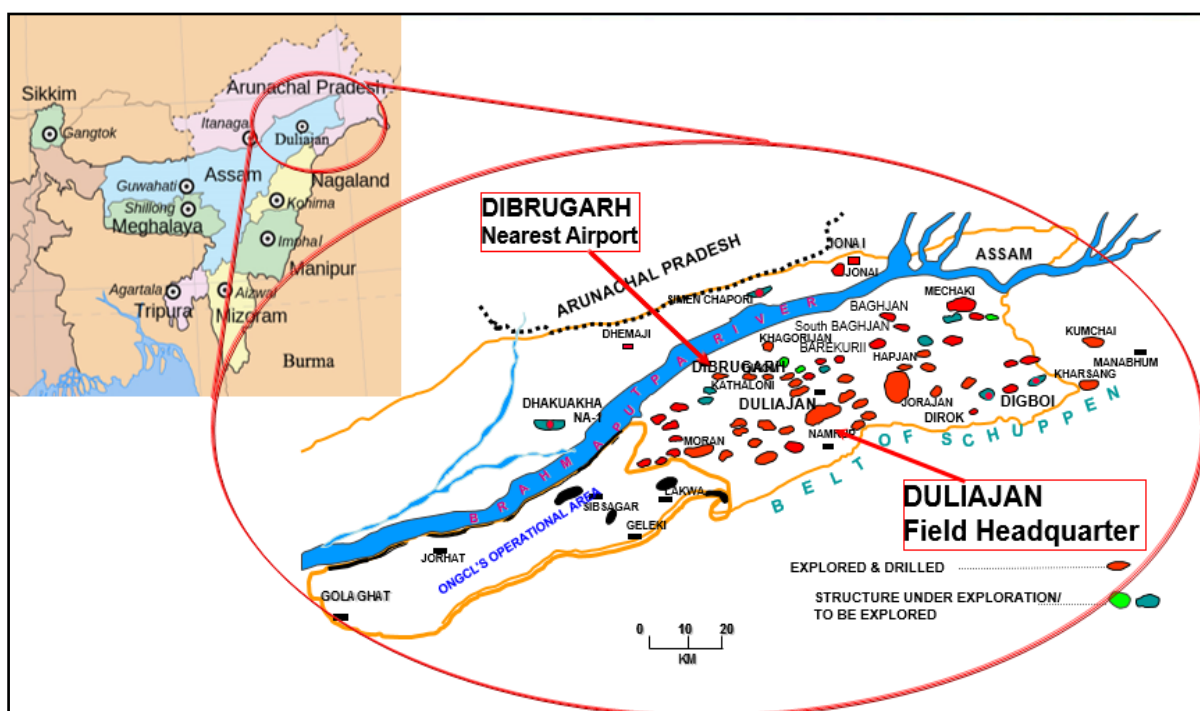
SECTION - II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

1. OBJECTIVE OF THE CONSULTANCY SERVICES

- 1.1. The objective of this Consultancy Service is to provide a financial and commercial assistance to OIL from Consultancy firms having relevant experience in upstream oil & gas transactions at the point of firming up of the tender documents as well as during evaluation of the bid documents from the prospective service providers in the Production Enhancement Contract (PEC) thought about by OIL for two of its areas in Upper Assam Basin.

2. LOCATION OF OILFIELDS AND GENERAL STRATIGRAPHY



Text Fig. - 1: Map of OIL's Operational Area showing Areas of Study

- 2.1. Oil India Limited has producing assets/ oilfields which can be divided broadly in terms of geographical area and is presented in Text Fig-1. The bulk of the hydrocarbons discovered so far in the region are contained in the sandstone reservoirs of Tipam formation of Miocene age, Barail sandstone reservoirs of Oligocene age and the Lakadong + Therria / Langpar of Paleocene/Eocene age with the depth of occurrence of the various reservoirs in the ranges 2000-5000 m. Out of the wells drilled so far in the Upper

Assam basin in OIL's fields, some wells have penetrated the entire Tertiary sequence and other wells have been drilled down to Upper and/or Middle parts of Barail formation of Oligocene age. Information obtained from these wells show that except for a few thin Paleocene/Eocene Limestone beds, the sediments are primary clastics of the Paleocene/Eocene times, rocks were deposited in marine environments which gradually graded into deltaic/fluvial environments through Oligocene onwards.

3. **SCOPE OF WORK**

Broadly, the Scope of Work will cover, but not limited to the following:

1.0 The Financial Consultant/Advisor shall assist OIL in formulating and firming up the commercial and financial parameters in the tender for the Production Enhancement Contract (PEC) as well as assist in commercial evaluation of the bids submitted by the potential service providers. The Financial Consultant/Advisor shall also provide necessary assistance during discussions, if any, and would include but not limited to:

- a. The Financial Consultant/Advisor shall assist OIL to prepare the tender documents in all respects, commercial terms, protective clauses like representations / warranties etc.
- b. The Financial Consultant/Advisor is also required to assist OIL in evaluating the commercial bid documents received from potential service Providers.
- c. The Financial Consultant/Advisor shall carry out a detailed due diligence process (study different PEC models) during preparation of the tender (Phase-1), assist in replying to queries arising during Pre-bid (Phase-2) and also assist during evaluation of the received bid documents from potential service providers (Phase-3). The Advisor shall need to study the fiscal regime, various contracts, petroleum laws and other applicable legislation and any other document impacting the transaction other than development plan, reservoir estimates, production estimates etc.
- d. For the requirement of Phase-1, the timeline for submission of economic models and report will be 6 (six) weeks.
- e. As part of deliverable of Phase-1, the successful bidder will have to provide OIL in the form of a report, at least 3 (three) commercial models with relevant details, highlighting pros and cons of each model, for adoption of the final commercial model in the tender.

- f. Once the commercial model is finalized in the 1st phase, it is suggested to have a Pre-tender meet with the PEC bidders before floating the tender, so as to explain the modality of the commercial model. The Commercial and Financial advisors will be present during the Pre-tender meet to explain the models put up.
- g. There will be an intervening period, tentatively about 90 days between tender floating and evaluation of bids submitted by the prospective service providers. The consulting firm will be advised well in advance (by about 10-15 days), before commencement of bid evaluation period.
- h. It is expected that after floating of the tender, queries may be raised by PEC bidders on various commercial aspects (These queries by the PEC bidders will have to be submitted within 30 days of issue of the Tender). There will be a one (1) week Financial cum Commercial Assistance support from the service provider in Phase-2. If a Pre-bid is to be organised, the Financial cum Commercial Advisor will be engaged during the pre-bid within this one (1) week period in order to assist in addressing the queries of the PEC bidders.
- i. For the requirement of Phase-3, the timeline for evaluation of bids will be for a three (3) weeks period.
- j. After submission of the Tenders by the PEC bidders, the Financial cum Commercial Consultant may have a few queries to be raised to the PEC bidders. These queries, if any, will be forwarded to the PEC bidders within three (03) days after the bid closing date, and the PEC bidders will be requested to furnish the replies within one (01) week time.
- k. The Advisor is required to work and co-ordinate with the technical Consultant (if required) and with OIL Team on the Target side for a smooth and timely completion of preparation of the tender as well as its evaluation on receiving the bid documents.
- l. The Financial cum Commercial bidders will require their designated representative(s) to be present in FHQ, Duliajan for presenting the Final Report of Phase-1. Their designated representative(s) will also be available with OIL Team during the Pre-Tender and Pre-Bid Meet. Their designated representative(s) will also be required to be present in Duliajan during the Tender opening time.
- m. The Consultant shall prepare and submit a report outlining the methods used in the commercial bid evaluation including any revisions thereof requested by OIL.

- n. Mobilization time for the Financial and Commercial Assistance will be ten (10) days from the date of issue of LOA.
- o. The composition of the Financial cum Commercial Consultant's Team will include a Team Leader, a Project Manager and at least 02 other team members.
- p. The Consultant shall structure and assist OIL in any proceedings relating to regulatory requirements and in managing the tender preparation and evaluating process.
- q. Providing such additional assistance as may be reasonably requested by OIL from time to time in connection with the transaction.
- r. All correspondence, reports and presentations must be in English language.

5.0 COMPLETION TIME

- 5.1 The scope of work will be deemed to be complete only when the final report submitted by the Consultant is accepted by OIL. The different phases and a tentative time schedule for the completion of the project are broadly shown below.

Tentative Time Schedule

Phase	Description	Tentative Elapsed Time from the commencement date of the Contract (Cumulative)
1	Formulating and firming up the commercial models and financial parameters along with report submission	6 weeks
2	Financial and Commercial Assistance for queries raised by potential PEC Bidders after floating of tender	7 Weeks
3	Commercial evaluation of the bids submitted by the potential PEC Service Providers	10 Weeks

** Milestone 1 for two (2) weeks will be initiated prior to NIT while Milestone 2 for another two (2) weeks will be initiated after completion of the formal bid submission date.

PART-3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.2 “Approval” as it relates to Company, means written approval.
- 1.3 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
- 1.4 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 2.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR**
- 2.1 The Financial Advisory Entity must have completed at least two (02) assignments, relevant to the Scope of Work, in international upstream oil and gas transaction with value exceeding US\$ 1 Billion each in last 5 years as on Original Bid closing Date.
- 2.2 The team members [at least four (04) members including the team / Project leader] who meet the following experience criteria:
- 2.2.1 Team Leader - Suitably qualified professional with minimum ten (10) years of experience in financial / M&A advisory assignments and must have worked in Two (2) minimum numbers of completed financial / M&A assignments in upstream oil and gas international transaction with value exceeding US\$ 1 Billion each as on Original Bid closing Date.
- 2.2.2 Core team Members (Minimum three members)— Suitably qualified with minimum eight (08) years of experience in handling Financial / M&A advisory assignments and must have worked in Two (2) minimum numbers of completed financial / M&A assignments in upstream oil and gas international transaction with value exceeding US\$ 900 Million each as on Original Bid closing Date.

- 2.3 The names of the team members with their bio-data (refer **Annexure-I**) must accompany the bid.
- 2.4 The successful bidder shall have to complete mobilization under the contract within 30 days from the date of issuance of LOA.
- 2.5 In case of any dispute, whatsoever in connection with the RFP, the decision of OIL shall be final and binding on the Advisor. At any time, for any reasons or in response to clarifications requested by any bidder, OIL may modify the RFP by way of issuance of 'Addendum / Corrigendum'.
- 2.6 Conflict of Interest: The bidder/contractor shall not work for either party in a transaction and endeavour to avoid situations wherein, it might have a conflict of interest. The bidder should keep OIL informed for any potential conflict of Interest that may arise from time to time.
- 2.7 The contractor/bidder shall perform all the obligations, work and services, which are required as per the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work. Following completion of the project, the contractor/bidder shall return all the additional data obtained for the purpose of evaluation.
- 3.0 Confidentiality of Information: All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.
- 3.1 In view of the Confidentiality Agreements (CA) OIL signs, the bidder/contractor would also be required to execute a similar back-to-back CA with OIL and would be required to keep all information provided as "Confidential" and not disclose to any party without obtaining prior approval from OIL. To regularize the confidentiality, the bidder/contractor is requested to sign a Confidentiality Agreement which will be sent to you in duplicate along with the Letter of Award, one for your retention and the other to be returned to us after due signature from your competent authority.
- 4.0 Bidders are required to sign "STATEMENT OF NON-COMPLIANCE" provided as Proforma- D, the names of the team members with their bio-data provided as Annexure – I and "COMMERCAIL CHECK LIST" provided as Annexure – II.

PART-3

SECTION - IV

SCHEDULE OF RATES

The Bidder/Service Provider/ Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format /Price Schedule is for evaluation purposes only. **However, payment shall be made for the actual work done.**

<u>Price-Bid Format</u>					<u>PROFORMA -B</u>	
CDG8816L19		Hiring of Consultancy Services for Financial and Commercial Assistance				
				Quoted Currency		
MILESTONE	PHASES	BRIEF DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	I,II & III	Bidders to Quote Lum sum price covering all the 3(three) phases. <u>Phase I</u> - Suggestion of Models with report, Pre-tender acceptability, finalisation of Tender <u>Phase II</u> - Financial and Commercial Assistance during Pre-Tender and during Pre-bid for queries raised by potential PEC Bidders after floating of tender <u>Phase III</u> - Post tender commercial scrutiny and evaluation and final recommendation of the bids submitted by potential PEC bidders	LSM	1		0
2		Additional consulting man-days	Days	10		0
EST. TOTAL COST OF THE CONTRACT (Excl. GST), T= T1 + T2						0
	Applicable Rate of GST		Select From Drop Down List		GST Rate in %	#VALUE!
EST. TOTAL COST OF THE CONTRACT (Including GST), T= T1 + T2						#VALUE!

Note :

1	Bidder shall quote for all Milestones 1 & 2. Evaluation shall be done on total value of these items. Quoted price shall includes all applicable taxes and duties except GST which shall be Quoted Extra OIL's account.
2	Quoted prices shall also include all expenses including travel, lodging and fooding of Contractor's personnel required for execution of the Contract.
3	Quoted price for Milestone 2 will be considered for the evaluation of the offers.
4	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
5	Price Bid without giving any of the details of the taxes (Including rates and amounts) <u>will be considered as inclusive of all taxes including GST</u>. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

Proforma – A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED INCONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE

Sr l#	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Land ed Cost	Is it re-exportable? YES or NO	Year of Mfg .	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L
					NOT APPLICABLE						

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

BIDFORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDG8816L19

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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) 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 within (_____) days calculated from the date of issue of Letter of Award(LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for 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 prepared and executed, 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 _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

Sub: IFB No. CDG8816L19

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No.
and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date.....

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO

CGM (CONTRACTS)

Oil India Ltd.,

P.O. Duliajan - 786 602

Assam, India

Sir,

Sub: OIL's IFB No. CDG8816L19

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:

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.

AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date : _____

Sir,

Sub : OIL's IFB No. CDG8816L19

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

Yours Faithfully,

Authorised 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.

INTEGRITY PACT

Between

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

And

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

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 and Contractor/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 and the execution of the contract 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:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the 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.
2. 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 or the contract execution.
3. 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor 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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor 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.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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.

4. The Bidder/Contractor 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.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor 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 or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor 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/Contractor 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 3 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/Contractor 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 till the final completion of the contract **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) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor 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 or the contract, if already awarded, can be terminated 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 and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 Contractor. The parties offer to 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 / contractor 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.

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, i.e. New Delhi. 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. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

...A.J.Sarmah.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Duliajan

Date . 21.05.2018

&&&&

To,

**CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB:SAFETY MEASURES FOR

TENDER NO. CDG8816L19

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR

FOR & ON BEHALF OF

LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR

Sl. No.	Name	Position	Work Experience	Remarks
1.				
2.				
3.				
4.				
5.				
6.				

Note:

1. Minimum requirement of key personnel and their experience shall be as per Scope of Work of the Document.
2. The detailed past experience and bio-data of key personnel must be submitted with the technical bids.

COMMERCAIL CHECK LIST**Bidder's Name:****Tender No:** CDG8816L19

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.

Sl	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	Confirm to Submit PBG as per Tender requirement	
7.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
8.	Whether Integrity Pact Submitted	
9.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees).	
10.	Confirm that quoted prices shall remain firm and fixed till completion of the assignment.	
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.	

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 _____
