

**TENDER No. CLI2451L23 DATED 06.01.2023**

**TENDER HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES:**

- 1) Boston Consulting Group (India) Pvt Ltd
- 2) Bain & Company India Pvt Ltd
- 3) McKinsey & Company India LLP
- 4) A.T. Kearney Limited

**Note:** All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL's E-Procurement Portal: <https://etender.srm.oilindia.in.irj/portal>.



**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गिबाजार, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgibazar, Assam

Plot No. 19, Sector 16A,

Noida – 201301, U.P.

Phone: 0120 - 2419000

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E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)

**TENDER NO: CLI2451L23 DATED 06.01.2023**

**APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF OVERALL  
CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING  
IMPLEMENTATION ROADMAP FOR OIL**

GeM Availability Report ID: GEM/GARPTS/06012023/U0O3T2AL4UJW

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**ऑयल इंडिया लिमिटेड**

( भारत सरकार का उद्यम )

**Oil India Limited**

(A Government of India Enterprise)

**Plot No. 19, Sector 16A, Noida – 201301, U.P.**
**Phone: 0120 –2419000, 2419200**
**Fax: 0120-2488310**
**E-mail: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in)**
**Web Site: [www.oil-india.com](http://www.oil-india.com)**
**FORWARDING LETTER**

Dear Sir(s)/Madam(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, invites National Competitive Bids (NCB) from approved Consultancy Service Providers for the above mentioned service under **LIMITED E-TENDER SINGLE-STAGE TWO-BID SYSTEM** through OIL’s E-Procurement Portal: <https://etender.srm.oilindia.in.irj/portal> for **APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL.**

**2.0** One complete set of Bid Document covering OIL's IFB for hiring of above Consultancy 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:

Sl. No.	IFB No. /E-Tender No.	<b>CLI2451L23</b>
a)	Type of Bidding	Limited Indigenous E-Tender: Single Stage - Two Bid System
b)	Bid Closing Date & Time	<b>23.01.2023 (14:00 HRS : Server Time)</b>
c)	Technical Bid OpeningDate & Time	<b>23.01.2023 (15:00 HRS : Server Time)</b>
d)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time.
e)	Bid Submission Mode	Bids must be uploaded online in OIL's E-Procurement Portal
f)	Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
g)	Bid Validity	Minimum <b>120</b> days from Bid Closingdate.

h)	Mobilization Time	15 days from the date of issue of LOA
i)	Bid Security/EMD Amount	<b>Not Applicable</b> <b>However, bidders to submit a “Bid Security Declaration” as per Proforma-IX</b> accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or <del>to submit a performance security in accordance with provisions of the NIT</del> , they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
j)	Amount of Performance Security	<b>Not Applicable</b>
k)	Location of job	OIL House, Plot No. 19, Sector-16A, Noida
l)	Duration of the Contract	<b>Phase I: 6 months</b> <b>Phase II: 3 months</b> <b>Phase III: 3 years</b>
m)	Integrity Pact	Must be digitally signed & uploaded along with the Techno-commercial Bid.
n)	Bids to be addressed to	General Manager (C&P) Oil India Limited Plot No. 19, Sector-16A Noida-201 301 Uttar Pradesh, India.
o)	Pre-bid Conference	Not Applicable
p)	Last date of receipt of queries	Not Applicable
q)	Gem Seller ID	In accordance with OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance

		of LOA.
r)	Purchase Preference	Purchase Preference for Micro and Small Enterprises (MSE) bidders as well as Purchase Preference Policy -Linked to Local Content ( PP-LC) are not applicable for this tender as bids will be evaluated on the basis of Quality & Cost Based Selection Methodology.

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

- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. ***"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm".***
- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **"Class 3 with Organizations Name and Encryption Certificate"**, the bid will be rejected.
- Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly **authorized representative of the bidding company.**
- 3.4 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL's E-Tender portal:

- |                      |               |
|----------------------|---------------|
| 1. e-Mudhra          | 2. Safescrypt |
| 3. (n)Code Solutions | 4. Verasys    |
| 5. Capricorn         | 6. Pantasign  |
| 7. RISL              | 8. NSDL       |

- 3.5 In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 10 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL's E-Tender portal.
- 3.6 For participation, applicants already having User ID & Password for OIL's E-procurement portal need to register against the IFB in OIL's E- procurement portal for participation.
- 3.7 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>.
- 3.8 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.9 No physical Bid documents will be provided.
- 3.10 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.
- 3.11 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).
- 4.0** The rates shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.
- 5.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- 6.0** Conditional bids are liable to be rejected at the discretion of the Company.

## **7.0 SPECIAL NOTE:**

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

- a) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

Any Other Document Required To Be Submitted In Original As Per Tender Requirement.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

- 8.0** The above documents must be received at OIL's GM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

- 9.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

- 10.0** The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

- 11.0** In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.

## **12.0 INTEGRITY PACT:**

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



who sign the Bid.

**Note:** Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com); Shri Sutanu Behuria, IAS(Retd.), Ex-Secretary, Deptt of Heavy Industries, email id [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com) ; Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail id: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com) have been appointed as Independent External Monitors( IEM) to oversee implementation of Integrity pact.

### 13.0 Maintenance of Total bid value in the Response:

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

The screenshot shows the 'Create RFX Response' form. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below these, the form displays 'RFX Response Number 60038748' and 'RFX Number'. It also shows 'RFX Owner BHARALI' and 'Total Value 0.00 INR'. The form is divided into sections: 'RFX Information', 'Items', and 'Notes and Attachments'. Under 'RFX Information', there are sub-sections: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. Three callout boxes provide instructions: 1. 'Bidder to select the currency of the Response' points to the 'Currency' dropdown. 2. '"Total Bid Value" is mandatory in "No Price" RFX only' points to the 'Detailed Price Information' dropdown. 3. '"Total Bid Value" considering all the taxes & duties.' points to the 'Total Bid Value' input field, which is highlighted with a red box.

**14.0** The tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders shall submit both the **"TECHNICAL"** and **"PRICED"** bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e- Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related

to the tender and uploaded in **“Technical Attachments”** Tab only. Details of prices as per Price Bid format/Priced bid must be uploaded under **“Notes & Attachments”** tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected.

## 15.0 SCREEN SHOT:

**On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.**

### Notes:

- \* The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to save the uploaded files.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

Sd/-  
(Arvind Kumar)  
Manager – (C&P)  
For General Manager (C&P)  
**FOR CHAIRMAN & MANAGING DIRECTOR**

**(END OF SECTION-I)**

**INSTRUCTION TO BIDDERS**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS:**

**2.1** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter (**SECTION-I**) highlighting the following points
  - (i) Company's IFB/ Tender No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The Bid Security Declaration
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Eligibility and Bid Evaluation and Criteria : **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work: **SECTION-V**
- f) Special Conditions of Contract: **SECTION-VI**
- g) BIDDING FORMAT -PRICE BID (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Integrity Pact: **SECTION-VIII**
- i) Technical Checklist: **SECTION-IX**
- j) Commercial check list: **SECTION - X**
- k) General Health, Safety & Environment (HSE) Measures: **SECTION - XI**
- l) Annexures & Proformas

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area → Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area → Amendments"] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

**5.1 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the services offered as per tender requirement.
- (iii) Documentary evidence established in accordance with **BID ELIGIBILITY AND BID EVALUATION CRITERIA**.
- (iv) Statement of Non-Compliance (if any).
- (v) Declaration for Bid Security.
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

**Note:** Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

**(B) PRICED BID:**

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

**(i) Bidding Format**

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

**6.1** These are listed in **BID ELIGIBILITY AND BID EVALUATION CRITERIA**, SECTION-III of the Bid document.

**~~7.0 BID SECURITY:~~**

~~**7.1** 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 7.9.~~

~~**7.2** All the bids (except those exempted) must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma VII or a Bank~~

~~Draft/Bankers' cheque in favour of OIL and payable at NOIDA / DELHI from any schedule Indian Bank.~~

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

~~**7.3** Alternatively, Bidders can submit Bid Security on line through OIL's electronic Payment Gateway.~~

~~**7.4** Any bid not secured in accordance with sub-clause 7.2 above shall be rejected by the Company as non-responsive.~~

~~**7.5** The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.~~

~~**7.6** Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.~~

~~**7.7** Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 22.0 below is signed.~~

~~**7.8** Bid Security shall not accrue any interest during its period of validity or extended validity.~~

~~**7.9** The Bid Security may be forfeited:~~

- ~~i) If the bidder withdraws the bid within its original/extended validity.~~
- ~~ii) If the bidder modifies/revises their bid suo moto.~~
- ~~iii) If the bidder does not accept the order/contract.~~
- ~~iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.~~
- ~~v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.~~

~~**7.10** In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be dealt with as per OIL's Banning Policy.~~

~~**7.11** A scanned copy of the original Bid Security in the form of either Bank Guarantee or Banker's Cheque or Bank Draft may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) shall be submitted by bidder to the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh **on or before Bid Closing date and time.**~~

~~**7.12** 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.~~

## **8.0 PERIOD OF VALIDITY OF BIDS:**

**8.1** The Bid must be valid for 120 (One Hundred Twenty) days from date of bid Closing. **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 date of bid closing.

**8.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). 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.

## **9.0 FORMAT AND SIGNING OF BID:**

**9.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

## **10.0 SUBMISSION OF BIDS:**

**10.1** 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 **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) 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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

**10.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**10.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**10.4** Physical Bid/ E-mail/ Fax/Telephonic offers will not be accepted.

**10.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**10.6** 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 to be executed under this contract.

## **11.0 DEADLINE FOR SUBMISSION OF BIDS:**



**11.1** Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

**11.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **12.0 LATE BIDS:**

**12.1** 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

## **13.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**13.1** Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re- submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**13.2** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**13.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit (if any) in full and debarred from participation in future tenders, at the sole discretion of the company.

## **14.0 EXTENSION OF BID SUBMISSION DATE:**

**14.1** 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.

## **15.0 BID OPENING AND EVALUATION:**

**15.1** The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only “Technical RFx” Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only.

**15.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**15.3** Bids which have been withdrawn pursuant to Clause 13.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**15.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 15.3

**15.5** To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**15.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**15.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**15.8** The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **16.0 OPENING OF PRICED BIDS:**

**16.1** 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.

**16.2** 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.

**16.3** 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.

#### **17.0 EVALUATION AND COMPARISON OF BIDS:**



**17.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**17.2** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**17.3** 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.

**17.4** Conditional bids are liable to be rejected at the discretion of the Company.

**18.0 CONTACTING THE COMPANY:**

**18.1** No Bidder shall contact OIL 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 OIL vide sub-clause 15.5.

**18.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**19.0 AWARD CRITERIA:**

**19.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the Bid Eligibility And Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

**20.1** OIL 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 OIL's action.

**21.0 NOTIFICATION OF AWARD:**

**21.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**21.2** The notification of award will constitute the formation of the Contract.

**22.0 SIGNING OF CONTRACT:**

**22.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**22.2** The successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

**22.3** Failure of the successful bidders to comply with the conditions as specified in Para 22.2 above would render him liable for rejection and in turn forfeiture of Bid Security (if

any) apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**23.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**24.0 SPECIFICATIONS:**

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

**25.0** Along with the Un-Priced Techno-Commercial bid, bidders must submit duly filled undertaking as per format provided vide **Annexure-II** as undertaking towards submission of authentic information/documents.

**(END OF SECTION-II)**

**BID ELIGIBILITY AND EVALUATION CRITERIA****GENERAL CONFORMITY:**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. All the documents related to Bid Eligibility and Bid Evaluation Criteria must be submitted along with the Un-Priced Techno-Commercial Bid.

**BID ELIGIBILITY CRITERIA (BEC)****1.0 BASIC ELIGIBILITY CRITERIA:**

- 1.1 The bidder should be a Company incorporated/registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008. *(Registration certificate/certificate of Incorporation of business to be submitted along with technical bid)*
- 1.2 The Bidder must have at least one office in India which has been operational as on the original bid closing date (certificate of commencement or any other document in support of the same to be provided along with technical bid)
- 1.3 **The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

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

It is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection.
- (b) *The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as **Proforma-V**].*
- (c) *The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.*

**2.0 TECHNICAL CRITERIA:**

- 2.1 The bidder must have experience of successfully executing and completing each of the following noted services through 01 (One) single contract or separate contracts in

the last 7 (Seven) years preceding the original bid closing date: Documentary evidences are to be submitted.

- i. Strategy for upstream oil and gas company
- ii. Strategy for Oil and gas Companies other than Upstream Business
- iii. Strategy for Business Development on Alternate, New and Renewable Energies.

**2.1.1** Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for meeting the above technical Eligibility Criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments.

**2.1.2** Completion Certificate issued by the Client Organisation(s) for whom the jobs have been executed by the bidder (OR) a Self-certified document signed and sealed by Head of India Operations/CEO/CFO or the authorised signatory having the Power of Attorney of the Bidder, duly highlighting the following information **as per TABLE -1:**

- (a) Name and place of the client
- (b) Contract/Work-order number and date
- (c) Type/nature of jobs executed
- (d) Contract start date and completion date

**2.1.3** In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date and need not submit completion certificate separately.

**2.1.4** A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for meeting the BEC.

**2.2 Team Structure and Experience:**

The bidder shall deploy a team comprising minimum number of:

- Lead Partner: 01
- Experts: 02
- Project Manager: 01
- Team Leader: 01
- Consultants: 03
- Other related experts and adequate support staff.

On-site team will consist of minimum 01 Team leader and 03 consultants at any point throughout the 1st Phase of the assignment. They will be working fulltime in this assignment and will not be part of any other job not related to this assignment. Lead Partner, Project Manager, Team Leader and consultants should be based in India.

**2.3 Roles and responsibilities of the team members will be as follows:**

**2.3.1 Lead Partner**

- Key person responsible for interfacing with the OIL Board, Senior OIL Officials and Ministry
- Attend all Steering Committee meetings with OIL Leadership team

**2.3.2 Project Manager**

- Responsible for overall Project Delivery
- Attend and Present project updates in Steering Committee Meetings with OIL Leadership
- Will be single point of contact for all issues related to the project

**2.3.3** Expert

- Support Consultant team and OIL Project team on respective areas of expertise to develop insights
- Advise on Project related queries from OIL Leadership and Project team
- Attend Steering Committee meetings with OIL Leadership team twice a month
- Attend and present in weekly stand-ups as required

**2.3.4** Team Leader

- Work on-site with the OIL Project Lead to deliver daily and weekly project outcomes via consultant team
- 100%-time commitment on Project
- Attend Steering Committee meetings with OIL Leadership team as requested
- Attend and present in daily and weekly stand-ups with OIL Project team providing updates on the project

**2.3.5** Consultant

- Work on-site, collect data, gather insights, develop presentations, coordinate meetings, and support OIL team on project related requests
- 100%-time commitment on Project
- Attend/ present in daily and weekly stand-ups with OIL Project team providing updates on the project

**2.3.6** Minimum experience required as on the original bid closing date:

	Lead Partner	Experts	Project Manager	Team Leader	Consultants
Minimum experience	Lead Partner should have minimum of 12 years of overall experience and minimum of 10 years of Oil & Gas experience	<u>Upstream Oil &amp; Gas Expert:</u> Minimum 18 years of overall experience with minimum 14 years of experience in Upstream Oil & Gas Industry in India/ globally. <u>Renewable Energy Expert:</u> Minimum 18 years of professional experience with minimum 10 years of experience in Renewable Energy /New Energy/ Decarbonization/ Energy Transition	Project Manager should have minimum of 10 years of overall experience and minimum of 7years of Oil & Gas experience	Team Leader should have minimum of 8 years of overall experience and minimum of 6 years of Oil & Gas experience	>2 years with minimum 1 year in Oil & Gas/Renewable and New energy

**2.3.7** The team structure comprising of team members having requisite qualification and expertise for carrying out the activities under the scope of work is to be given in the technical bid document as per **TABLE – 2**. A complete list of pool of members who will be driving the project on-site along with the names of the Lead Partner, Experts, Project Managers and Consultants should also be provided in the Technical bid document. Lead Partner, Project Manager and Experts need not be full time but cannot be changed during the contract period unless under unavoidable circumstances. In such a situation the change will only be permitted with prior consent of OIL. The experience of the new member must be equivalent of the experience of the member being replaced. An undertaking in this respect to be provided by the bidder.

*For proof of requisite Experience, bidder should submit the CVs of the Team members certifying the tenure and nature of experience by the authorised signatory having the Power of Attorney of the bidder.*

### **3.0 FINANCIAL CRITERIA:**

**3.1** The Bidder should have minimum annual turnover of Rs.15 Crores (Rupees Fifteen Crores only) in any one of the preceding 3 (three) financial years. The turnover should be for consulting operations only.

**3.2** Net Worth should be positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

**3.3** *For proof of Annual turnover and Net Worth, copies of the following documents should be submitted along with the bid:*

- i. Audited Balance Sheet and Profit and Loss statement.
- ii. Certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-I**

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

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

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

#### **4.0 COMMERCIAL CRITERIA:**

**4.1** The bids are to be submitted in **single stage under 2 (two) bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**4.2** Bid should have a validity of offer for a minimum of 120 (one hundred twenty) days from the bid closing date.

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

**4.4** The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

- 4.5** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (**Proforma-IX**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or ~~if they fail to submit performance security before the deadline defined in the NIT~~; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.6 Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Section-VIII - Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 4.7** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.
- 4.8** Any bid received in the form of Physical document/Fax/E-mail will not be accepted.
- 4.9** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.10** The bid and all attached documents should be digitally signed by the bidder using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.
- 4.11** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.12** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.13** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in “Technical Attachments” area under “RFx Information” tab.
- 4.14** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in “**Technical Attachments**” area under “**RFx Information**” tab.
- 4.15** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:



- i. Firm price
- ii. Bid Securing Declaration
- iii. Period of validity of Bid
- iv. Price Schedule
- v. ~~Performance Bank Guarantee / Security deposit~~
- vi. Delivery / Completion Schedule
- vii. Scope of work
- viii. Liquidated Damages clause
- ix. Tax liabilities
- x. Arbitration / Resolution of Dispute Clause
- xi. Force Majeure
- xii. Applicable Laws
- xiii. Specifications
- xiv. Integrity Pact
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

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

**4.17** Bid received with validity of offer less than 120 (one hundred twenty) days from the bid closing date will be rejected.

### **BID EVALUATION CRITERIA**

**5.0** BID EVALUATION CRITERIA: Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. The bids conforming to the terms and conditions stipulated in the tender documents are considered to be responsive after being subjected to the Eligibility Criteria mentioned above and will be considered for further evaluation as per the Bid Evaluation Criteria given below :-

#### **5.1 Quality & Cost Based Selection (QCBS) methodology**

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

##### **5.1.1 Technical Proposal Evaluation**

The Bidders will be selected under the Quality cum Cost Based System method (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal).

Each responsive bid will be given a technical mark applying the evaluation criteria, sub-criteria and point system, marked on a scale of 1 to 100 as detailed in **ANNEXURE-A**. The Price bid of the eligible parties will be considered for evaluation of financial proposal. Then the total marks shall be weighted to evaluate final scores.

The technical bid with the highest technical mark (Tm) shall be given technical score (St) of 100 points. The technical scores of other bids will be computed as follows:

$$St = 100 * T/Tm \dots\dots\dots (i)$$

Where, T= technical mark of individual bidder

**5.1.2 Financial Proposal Evaluation**

The total price, Cm quoted by the lowest bidder, shall be given commercial score (Sf) of 100 points. The commercial scores of other technically qualified bidders will be computed as follows:

$$Sf = 100 \times Cm/C \dots\dots\dots (ii)$$

Where C= Quoted Total Price of individual bidder

**5.1.3 Final Evaluation based on weightage given for Technical and Financial (Price) scores obtained from (i) and (ii) above:**

Evaluation of the bids will be done by applying Combined Quality Cum Cost Based System (CQCCBS) method. For this evaluation **80% weightage will be given on Technical part and 20% weightage will be given on financial (Price) part**. The total score shall be obtained by weighting the combined Technical and Commercial (Price) scores and adding them, as follows:

$$S = St \times 0.8 + Sf \times 0.2$$

Where S = total evaluated score

St = Technical score as obtained from (i) above

Sf = Commercial (Price) score as obtained from (ii) above

**The bidder with highest evaluated score 'S' above will be considered as the successful bidder for award of contract.**

**Notes**

- i.** Scores will be calculated up to two decimal points only.
- ii.** In the event two or more bidders having same score in the Total Combined Score (S), the Bidder with higher/ highest Technical Score shall be treated as successful Bidder.
- iii.** In the event two or more bidders having same score in the final ranking and with same technical score then the successful bidder shall be determined through Draw of Lots between such eligible bidders.

**6.0 GENERAL:**

- 6.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 6.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 6.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.

- 6.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.6** 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.
- 6.7** The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.
- 6.8** Price Bids of only techno-commercially qualified bidders will be evaluated in terms of Quality as well as Quoted Price i.e. by using Quality & Cost Based Selection (QCBS) methodology.
- 6.9** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 6.10** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 6.11** Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be successful, OIL shall avail such discount at the time of award of contract.
- 6.12** Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to the techno-commercially qualified L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 6.13** Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.
- 7.0** **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**TECHNICAL POINTS DISTRIBUTION/EVALUATION CRITERIA FOR QCBS**

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S.No.	Sub-Criteria	Total marks	100%
<b>1</b>	<b>Project credentials</b>	<b>30</b>	
<b>i</b>	<p><b>Experience of working in Upstream Oil and Gas sector globally including in India</b></p> <p>Total no. of assignments (completed) in Upstream Oil and Gas globally including assignments in India in last 7 years preceding the original bid closing date of this tender. (Each assignment Fees &gt;= Rs 7 Crore or &gt;= USD 1Mn.– both incl. taxes)</p> <p><i>Provide input as per <b>TABLE - 3</b></i></p>	10	<p><u>Maximum of 10 Marks</u></p> <p>Upto 8 Projects = 2 marks</p> <p>9-16 projects = 4 marks</p> <p>17-24 projects = 6 marks</p> <p>25 or more projects = 8 marks</p> <p>2 marks extra for &gt;= 1 upstream oil and gas assignment for any Indian Energy Company.</p>
<b>ii</b>	<p><b>Experience of working in Energy sector in India</b></p> <p>Total no. of assignments (completed) in last 7 years in Energy sector (excluding Upstream oil and Gas sector assignments) in India preceding the original bid closing date of this tender. (Each assignment Fees &gt;= Rs 7 Crore or &gt;= USD 1Mn.– both incl. taxes)</p> <p><i>Provide input as per <b>TABLE - 4</b></i></p>	10	<p><u>Maximum of 10 Marks</u></p> <p>Upto 2 Projects = 2 marks</p> <p>3 - 4 projects = 4 marks</p> <p>5 - 6 projects = 6 marks</p> <p>7-8 projects = 8 marks</p> <p>9 or more projects = 10 marks</p>
<b>iii</b>	<p><b>Experience of working in Strategy/Policy engagements in Energy sector covering CPSEs, State PSUs, Governments and Regulatory bodies in India.</b></p> <p>Total no. of strategy related assignments (completed) in Energy sector in India in last 7 years preceding the date of original bid closing of this tender. (Each assignment Fees &gt;= Rs 7 Crore or &gt;= USD 1Mn.– both incl. taxes)</p> <p><i>Provide input as per <b>TABLE - 5</b></i></p>	10	<p><u>Maximum of 10 Marks</u></p> <p>1 Project = 2 marks</p> <p>2 projects = 4 marks</p> <p>3 projects = 6 marks</p> <p>4 Projects = 8 marks</p> <p>5 or more projects = 10 marks</p>

S.No.	Sub-Criteria	Total marks	100%
<b>2</b>	<b>Expertise/Experience of Project Team</b>	<b>40</b>	
i	<b>Experience of Lead Partner</b> No of assignments completed in Oil and Gas sector in India  Years of professional experience in India: <ul style="list-style-type: none"> <li>• Overall</li> <li>• Oil &amp; Gas sector</li> </ul> <i>Provide input as per <b>TABLE - 6</b></i>	10	<b>1.Relevance of experience: 5 marks</b>  <ul style="list-style-type: none"> <li>• Up to 3 Oil &amp; Gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn : 1 mark</li> <li>• 4-6 oil and gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn: 3 marks</li> <li>• More than 6 Oil &amp; Gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn: 5 marks</li> </ul> <b>2. Length of experience: 5 marks</b>  <ul style="list-style-type: none"> <li>• 15 years or more overall experience – 2.5 marks (No marks for &lt;15yrs)</li> <li>• 12 years or more Oil &amp; Gas experience – 2.5 marks (No marks for &lt;12yrs)</li> </ul>
ii	<b>Experience of Project Manager</b> No of assignments completed in Oil and Gas sector in India  Years of professional experience in India: <ul style="list-style-type: none"> <li>• Overall</li> <li>• Oil &amp; Gas sector</li> </ul> <i>Provide input as per <b>TABLE - 7</b></i>	10	<b>1.Relevance of experience: 5 marks</b>  <ul style="list-style-type: none"> <li>• Up to 2 Oil &amp; Gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn: 1 mark</li> <li>• 3-4 oil and gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn: 3 marks</li> <li>• More than 5 Oil &amp; Gas projects of &gt; INR 7 Cr or &gt; USD 1 Mn &gt;7Cr: 5 marks</li> </ul> <b>2. Length of experience: 5 marks</b>  <ul style="list-style-type: none"> <li>• 12 years or more overall experience – 2.5 marks (No marks for &lt;12yrs)</li> </ul>

S.No.	Sub-Criteria	Total marks	100%
			<ul style="list-style-type: none"> <li>8 years or more Oil &amp; Gas experience – 2.5 marks (No marks for &lt;8yrs)</li> </ul>
iii	<b>Expertise/Experience of Expert in Upstream Oil &amp; Gas</b>  Over 20 years of professional experience with over 15 years of experience in Upstream Oil & Gas Industry globally across Oil Majors, National Oil Companies, Oil Field Service Providers etc.  <i>Provide input as per <b>TABLE - 8</b></i>	7.5	<b>Length of experience: 7.5 marks</b>  <ul style="list-style-type: none"> <li>20 years or more overall experience – 2.5 marks (No marks for &lt;20yrs)</li> <li>15 years or more Upstream experience – 5 marks (No marks for &lt;15yrs)</li> </ul>
iv	<b>Expertise/Experience of Expert in RE/New Energy/Decarbonization and Energy Transition</b>  Over 20 years of professional experience with over 12 years of experience in Renewable Energy /New Energy/ Decarbonization/ Energy Transition across Public & Private Sectors  <i>Provide input as per <b>TABLE - 9</b></i>	7.5	<b>Length of experience: 7.5 marks</b>  <ul style="list-style-type: none"> <li>20 years or more overall experience – 2.5 marks (No marks for &lt;20yrs)</li> <li>12 years or more Renewable Energy /New Energy/ Decarbonization/ Energy Transition experience – 5 marks (No marks for &lt;12yrs)</li> </ul>
v	<b>Experience of Team Leader</b>  No of assignments completed in Oil and Gas sector in India  Years of professional experience in India: <ul style="list-style-type: none"> <li>Overall</li> <li>Oil &amp; Gas sector</li> </ul> <i>Provide input as per <b>TABLE - 10</b></i>	5	<b>Length of experience: 5 marks</b>  <ul style="list-style-type: none"> <li>10 years or more overall experience – 2.5 marks (No marks for &lt;10yrs)</li> <li>8 years or more Oil &amp; Gas experience – 2.5 marks (No marks for &lt;8yrs)</li> </ul>
3	<b>Business Presentation to be made by the Team proposed by the bidder</b> (Copy of Presentation to be certified by the bidder's Head of India Operations)	30	
a)	Demonstration of understanding of the following:		7.5

S.No.	Sub-Criteria	Total marks	100%
	<ul style="list-style-type: none"> <li>Global and Indian Energy industry</li> <li>Current challenges faced by OIL</li> <li>Regulatory Environment in which OIL operates</li> </ul>		
b)	<p>Overall approach of consultant for the Strategy Development Exercise:</p> <ul style="list-style-type: none"> <li>Methodology for engaging the Top Management, Cross Functional teams, various OIL spheres and other stakeholders during the exercise</li> <li>Availability of Strategic tools/models, research database, organizational diagnosis tools and application of the same in other previous similar engagements</li> <li>Robustness of overall approach and methodology for carrying out the exercise</li> <li>Overall plan of execution of the contract as per the SoW with timeline including handholding and revisit of the strategies and their implementation.</li> </ul>		10
c)	<p>Diversification/ New business:</p> <ul style="list-style-type: none"> <li>Display of the potential for developing innovative, diverse, new areas of growth</li> <li>Success stories of the clients with whom the consultant delivered successful diversification options</li> </ul>		7.5
d)	<p>Managing Externalities:</p> <ul style="list-style-type: none"> <li>Outreach Strategy for OIL to collaborate with domestic and global energy players.</li> <li>Approaches for Advocacy program -Experience, ability, plan of dealing with various regulatory bodies/ policy makers/ departments/ Ministries etc.</li> </ul>		5
	<b>Total</b>	<b>100</b>	

**Notes:**

1. 1(i), 1(ii) and 1(iii) need to have mutually exclusive project references.
  2. Bidders are required to fill up data against criteria given in Sl. no. 1,2 and 3 above in specific formats given in Tables from Table 3 to Table 10 Below. Additional rows may be used as per requirement.
  3. Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments.
  4. **Documentary Evidences:**
    - a. Completion Certificate issued by the Client Organisation for whom the jobs have been executed by the bidder OR a Self certified document signed and sealed by Head of India Operations/CEO/CFO or the authorised signatory having the Power of Attorney of the Bidder.
    - b. Bidder should submit the CVs of the Team members certifying the tenure and nature of experience by the authorised signatory having the Power of Attorney of the bidder. Bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. Under unavoidable circumstances, the change will only be permitted with prior consent of OIL. The experience of the new member must be equivalent of the experience of the member being replaced. An undertaking in this respect to be provided by the bidder.
    - c. It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria. All Certificates and documentary evidences should be in the English language.
    - d. Oil India Limited (OIL) reserves the right to verify the original documents of the bidder, contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.
- .....



**TABLE - 1**

**Number of Assignments completed during last seven years from the bid closing date –  
[Ref: Eligibility criteria 2.1 ]**

**Name of the Bidder:**

Name of the Consulting Firm/entity	Relationship with bidding entity.	Name, Address and contact details of the client	Dates of		Contract/Work Order No and Date	Type/nature of jobs executed. (Specify Category as per Para 2.1 of BEC)	Brief description of assignments
			Contract start	Contract completion			

**TABLE - 2**

**Details of the Project Team [Ref: Team Structure and experience 2.2 and 2.3]**

**Name of the Bidder:**

Team	Name	Overall Experience (Years)	Oil and Gas Experience (Years)	Alternate/Renewable Energy/ New Energy/ Decarbonization and Energy Transition Experience (Years)
Lead Partner				
Expert (i)				
Expert (ii)				
Project Manager				
Team Leader				
Consultant (i)				
Consultant (ii)				
Consultant (iii)				

**TABLE - 3**

**Number of Assignments completed in Upstream Oil and Gas sector globally including in India during last seven years prior to original bid closing date.**

**Name of the Bidder:**

Name of the Consulting Firm/entity	Relationship with bidding entity.	Name, Address and contact details of the client	Dates of		Contract/Work Order No and Date	Contract value (Rs.Crores/ USD Mn)	Brief description of assignments
			Contract start	Contract completion			

Note: Contract values in Foreign currencies (other than USD) shall be converted into USD as per the exchange rate prevailing on the date of Contract.

**TABLE - 4**

**Number of Assignments completed in Energy sector in India during last seven years prior to the original bid closing date.**

**Name of the Bidder:**

Name of the Consulting Firm/entity	Relationship with bidding entity.	Name, Address and contact details of the client	Dates of		Contract/Work Order No and Date	Contract value (Rs.Crores/ USD Mn)	Brief description of assignments
			Contract start	Contract completion			

Note: Contract values in Foreign currencies (other than USD) shall be converted into USD as per the exchange rate prevailing on the date of Contract.

**TABLE - 5**

**Number of Assignments completed in Strategy engagement in Energy sector covering CPSEs, State PSUs, Governments and Regulatory bodies in India during last seven years from the bid closing date.**

**Name of the Bidder:**

Name of the Consulting Firm/entity	Relationship with bidding entity.	Name, Address and contact details of the client	Dates of		Contract/Work Order No and Date	Contract value (Rs.Crores/ USD Mn)	Brief description of assignments
			Contract start	Contract completion			

Note: Contract values in Foreign currencies (other than USD) shall be converted into USD as per the exchange rate prevailing on the date of Contract.

**Note: Assignments in Table 3, 4 and 5 above have to be mutually exclusive.**

**TABLE - 6**

**Experience of Lead Partner(s)**

Lead Partner's name:	
Designation & Qualification:	
Total experience in Oil & Gas (Years):	
Total Overall experience (Years):	

Name of the Lead Partner	Name of the Consulting Firm/entity	Name, Address and contact details of the client	Brief description of oil and gas assignments	Contract value (Rs.Crores/ USD Mn)

Note: Contract values in Foreign currencies (other than USD) shall be converted into USD as per the exchange rate prevailing on the date of Contract.

**TABLE - 7****Experience of Project Manager**

Name of the Project Manager:	
Designation & Qualification:	
Total experience in Oil & Gas (Years):	
Total Overall experience (Years):	

Name of the Project Manager	Name of the Consulting Firm/entity	Name, Address and contact details of the client	Brief description of oil and gas assignments	Contract value (Rs.Crores/ USD Mn)

Note: Contract values in Foreign currencies (other than USD) shall be converted into USD as per the exchange rate prevailing on the date of Contract.

**TABLE - 8****Experience of Expert(s) in Upstream Oil and Gas**

Name of the Expert:	
Designation & Qualification:	
Total experience in Oil & Gas (Years):	
Total Overall experience (Years):	

**TABLE - 9****Experience of Expert(s) in RE/New Energy / Decarbonization and Energy Transition**

Name of the Expert:	
Designation & Qualification:	
Total experience in Renewable Energy (Years)	
Total experience in New Energy (Years)	
Total experience in Decarbonization (Years)	
Total experience in Energy Transition (Years)	
Total experience in <b>RE/New Energy / Decarbonization and Energy Transition</b> (Years)	
Total Overall experience (Years)	

**TABLE - 10****Experience of Team Leader**

Name of the Team Leader:	
Designation & Qualification:	
Total experience in Oil and Gas (Years)	
Total Overall experience (Years)	

**(END OF SECTION-III)**

**GENERAL CONDITIONS OF CONTRACT****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

**1.2.5 COMPANY's Site Representative/Engineer:**

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

**1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

- 1.2.19 Day:**  
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20 Month:**  
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21 Year:**  
Shall mean calendar year as per Gregorian calendar.
- 1.2.22 Working day:**  
Means any day which is not declared to be holiday by the COMPANY.
- 1.2.23 Bid/offer:**  
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24 Guarantee:**  
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**  
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**  
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**  
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.
- 1.2.28 Gross Negligence:**  
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.2.29 Criminal Negligence:**  
Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.
- 1.2.30 GST Legislations:**  
'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:  
(A) The Central Goods & Services Tax Act, 2017;  
(B) The Integrated Goods & Services Act, 2017;

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

**2.0 CONTRACT DOCUMENT:**

- 2.1 **Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

- 3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:**

- 4.1 **Effective Date of Contract:**  
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.
- 4.2 **Date of Commencement of Operation:**  
The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.
- 4.3 **Duration of the contract:**



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

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

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

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

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

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

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

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

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

**10.0 PERFORMANCE SECURITY:**

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- 10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.  
Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.  
Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.  
Branch Code.  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos., Fax Nos., E-mail address.
- 10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.7 The Performance Security shall be denominated in the currency of the contract.
- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required

to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

10.11 Failure of the successful Bidder to comply with the requirements of clause 0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

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

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

#### **11.0 SIGNING OF CONTRACT:**

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

#### **12.0 CLAIMS, TAXES & DUTIES:**

##### **12.1 Claims:**

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

##### **12.2 Notice of claims:**

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

##### **12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the

concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice  
Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.
- 12.4 Goods and Services Tax:**
- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:  
OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:  
OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of

differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

12.5 **Anti-profiteering clause**

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

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

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

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

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

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

**14.0 INSURANCE:**

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

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

Contractor.

- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5 **Certificate of Insurance:**  
Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.
- CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.
- 14.9 **Principal Assured**  
The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".
- 14.10 **Waiver of subrogation:**



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

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

14.11 **Deductible:**

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

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

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

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

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

14.13 **Loss Payee Clause:**

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

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 **On account payment to OIL in case of claim**

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

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

- iv) **Carrier's Legal Liability Insurance:**Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:**Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha BimaYojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha BimaYojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

**15.0 LIABILITY:**

- 15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.
- 15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of the

CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not

apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

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

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

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

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

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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

**24.0 SUBCONTRACTING/ASSIGNMENT:**

- 24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

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

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
  - ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
  - iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
  - v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payments shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANYshallwithin30daysofreceiptoftheinvoicenotifytheCONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date.This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proofofre-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will haveto be submitted by the CONTRACTOR before release of the final paymentbytheCOMPANY.AcertificatefromCharteredAccountanton(a), (b) & (c) above will suffice.

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

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

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

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.:**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948



and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

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

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

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

request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

**31.0 FORCE MAJEURE:**

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

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

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

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

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

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

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

**32.0 SET-OFF:**

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

**33.0 WITHHOLDING:**

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

- 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2 Defective work not remedied by CONTRACTOR.
- 33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7 Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

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

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

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

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Delhi and Principal Bench of Delhi High Court.

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

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

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

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

**35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948

or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

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

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

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of

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

- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

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

**40.0 SEVERABILITY:**

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

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

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

**42.0 SETTLEMENT OF DISPUTES:**

**42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL



Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20%of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
 

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

**42.4 Resolution of disputes through conciliation by OEC**

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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

- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

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

**42.5 Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**43.0 COMPLETION OF CONTRACT:**

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

**44.0 TERMINATION:**

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

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

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

- 44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.  
However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.
- 44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.com](http://www.oil-india.com)].
- 44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination. Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession. In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials. Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction

and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

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

**(END OF SECTION-IV)**

**SCOPE OF WORK****APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL.**

Oil India Ltd. (OIL) is a Schedule-A, Navratna CPSE in Oil & Gas sector under the administrative control of the Ministry of Petroleum & Natural Gas, with 56.66% shareholding of the Govt. of India. The main producing area of OIL is located in the prolific upper Assam area with additional acreages in North Eastern India and also producing fields in Rajasthan, North Western India. Pursuant to the current path-breaking reforms under the Hydrocarbon Exploration & Licensing Policy (HELP) of Government of India, OIL has acquired additional exploration acreage of 50,000 plus SQKM under 29 OALP blocks pan India. Under the Oil Equity abroad initiative, OIL's overseas E&P portfolio comprises of 44,300 SQKM of overseas acreage in 10 assets located across 7 countries.

As part of E&P portfolio, OIL operates significant segment of both crude and product pipelines. In addition, OIL also has a renewable energy portfolio and plans are underway to pursue several diversification initiatives.

Listed in the NSE & BSE with a market capitalisation of USD 2.5 billion OIL is a National Oil Company of Government of India. With the recent acquisition of 70% equity stake in Numaligarh Refinery Ltd. (NRL) in the state of Assam, now OIL has its presence across the entire value chain of oil & gas segment as an integrated energy company.

For details about OIL's portfolio of business, please visit the website <https://www.oil-india.com>.

In this endeavor, OIL wishes to engage an internationally reputed consultant with relevant experience to revisit PP-2030 and develop and implement a structured strategy for 2040 with the following intended objectives;

- Review 2030 Strategy for fit and relevance and recommend design choices for a new strategy
- Build OIL's 2040 Vision & Strategy and develop a detailed implementation roadmap to achieve the vision.
- Develop Long Term Strategies & Roadmap for enhanced and expedited domestic Exploration & Production with emphasis on OALP Blocks.
- Create a Sustainable Growth Roadmap for OIL's Overseas investments
- Formulate an Alternative Energy (RE, Biofuels, Green H2) Strategy & Roadmap for OIL aligned with gas based economy.
- Review and recommend an integration roadmap for OIL and NRL with areas of synergy.
- Devise a Structured Advocacy Program to manage externalities & drive critical policy reforms.
- Devise an outreach strategy for OIL to collaborate with IOCs.



**Nature of Strategy**

The goal of this exercise is to create a well-framed strategy that is:

**1. Specific** – It should provide the long term direction for OIL and should also guide OIL in its medium term decisions as well. For the immediate/short term issues, specific short term implementable solutions need to be worked out before framing the long term Strategy.

**2. Implementable** – The exercise should provide granular inputs to ensure adequate implementation for each initiative in terms of clear ownership, targets for each senior and middle management, provision of sufficient resources, buy-in from senior management on the strategy and their respective key performance indicators.

**3. Flexible** – The recommendations in the study should be flexible enough to be used in the event of dramatic changes in the environment, as have been witnessed in the last 2-3 years.

**4. Measurable:** The strategy initiatives should be objectively defined to the extent that these strategic initiatives can be broken into periodic milestones throughout the strategy horizon and organization's performance on these milestones can be assessed.

The Strategic Plan 2040 should, amongst others, factor in (but not limited to) the following documents:

- Draft National Energy Policy
- OIL's Perspective Plan 2030
- International Energy scenario and outlook
- Gazette notification on Policy Reforms/Changes, Orders issued by MoP&NG, NITIAayog and other administrative orders for Oil and Gas Companies.
- Report of the Committee on roadmap to reduce import dependency by 10% by 2021-22
- Import Reduction: GoI Policy
- Long term Oil & Gas Profile, (E&P profile)
- Long term plan for alternate energy by Govt. of India
- Diversification plans of other global E&P majors
- World Bank initiative "Zero Routine Flaring by 2030"
- HELP/ OALP and other related rules, guidelines and directives of MoPNG/ DGH
- Related rules, guidelines and directives of other ministries like MoEF, MNRE, MoC, MoHI&PE, MoF etc.
- COP-21/COP-26 related environmental guidelines.
- National Green Hydrogen Policy.

The broad Scope of Work is indicative and based on the OIL's current business priorities.

**Phase 1** : Strategy and Development of Implementation Roadmap, and Realization of quick wins (06 months)

**Phase 2** : Rollout/ Handholding for Implementation (03 months or 60 blended man days Tentative)

**Phase 3** : Revisit of Strategy/Other assignments relating to Strategy (3 Years: 15 Blended Man days per year Tentative)

The preceding salient features cover the overall spirit and nature of OIL's Strategy. The specific Scope of Work, Key Deliverables, Implementation plan etc. are detailed out in next section. The details in next section capture the specific requirements for OIL Strategy development, however it shall not be the limiting factor in developing the strategy and the consultant will be responsible for all other activities required to develop OIL's Strategy.

**Scope of work:****1.1 Phase 1: Strategy and Development of Implementation Roadmap (6 months):****1.1.1 Build OIL's 2040 Vision & Strategy****1.1.1.1 Refresh 2030 Strategy**

- a) Assess progress made on 2030 Strategy recommendations
- b) Collect feedback from Sr. Leadership and middle management on the 2030 Strategy and Recommendation through belief audits, interviews, focus groups and reasons for any gaps that may have emerged.
- c) Incorporate feedback and independently review 2030 Strategy for fit and relevance, to recommend design choices for the new strategy.

**1.1.1.2 Provide an Outside-in 2040 Perspective on Long Term Priorities for OIL**

- a) Conduct SWOT analysis vis-à-vis being National Oil Company in the current and changing regulatory environment. The analysis should include implications of the current regulatory framework and Govt. support for Oil and Gas sector in India, Carbon emission concerns etc.
- b) Conduct a study on technology innovation and advances in energy sector in terms of production, delivery, consumption and environment protection. Identification of key areas of high cost/ process time for R&D and/ or technological upgradation/ replacement
- c) Conduct a detailed market analysis, across the entire E&P value chain, and outline the different scenarios / sensitivities. Idea is to maximize value provided to key stakeholders. Key activities include:
  - i) Understanding the Global and Indian energy scenario – current and in future
  - ii) Estimating attractiveness of businesses from the perspective of demand/ supply outlook, size of potential profit pools, competitive intensity, etc. split by part of the value chain, geography, etc.
  - iii) Understanding the current regulatory framework that OIL operates in and outline the likely shifts in government policy, e.g., environmental concerns.
  - iv) Identifying the major trends that could have a significant impact
  - v) Understanding potential risks / challenges / opportunities
- d) Present Learnings from global Energy majors and niche players
  - i) Capturing learnings from experiences/ plans of global Energy majors
  - ii) Capturing best practices followed by Global NOCs, IOCs
  - iii) Conduct a Benchmarking Exercise on Long Term Priorities, procedural commonalities and best practices of Oil majors and NOCs across India and the world, across elements of portfolio, structure, organization, capabilities, initiatives in the core energy, new energy initiatives.

- e) Develop a 2040 Outside-in perspective report on key long term market shaping forces, strategic priorities, and economic opportunities that OIL must be acting on and put down intermediate milestones for 2025, 2030 and 2035 .
- f) Conduct detailed scenario planning exercise for OIL on 2040 strategy. Testing the strategy under various scenarios and laying down response to these scenarios.

**1.1.1.3 Assess & Baseline OIL's current Business and Organization**

- a) Run a Broad assessment exercise on OIL's current assets, operating model, financial performance, customers etc, both at (i) individual asset level, (ii) consolidated asset level and (iii) Company's portfolio level considering present and future commitments.
- b) Assess OIL's current Business Targets & performance against the same and develop a future view of achievability of targets by FY 2025, 2030 and 2035. The analysis should reflect the asking rate required to achieve the stated targets outlined in Strategic Plan 2040 on yearly basis with reference to baseline data. The analysis should provide a tool to demonstrate gaps in target achievement with respect to Strategic Plan 2040.

**1.1.1.4 Collect / Generate themes internally for 2040 Vision & Strategy**

- a) Organize Belief audits with Senior Leadership of OIL & NRL to understand expectations, aspirations, inspirations, uncertainties for the company.
- b) Collect and diagnose organizational themes from the interactions with senior leadership.
- c) Conduct 2-3 workshops to educate and sensitize all the stakeholders across all the spheres and business units of OIL on Strategic Plan 2040 with special emphasis on targeted goals, initiatives to be taken under each goal.

**1.1.1.5 Catalyze & crystallize vision options for 2040**

- a) Identify commonalities, elements, and emerging themes across the interviewed stakeholders
- b) Refine the vision options with Senior Management and Board members
- c) Select a vision choice to adjust and refine the same with organization through engagements like workshops/ focus groups
- d) Validate final version of the vision choice with the Board

**1.1.1.6 Combine Outside and Internal perspectives to draft and align Strategy for 2040**

- a) Translate vision into a Portfolio Strategy and roadmap for individual businesses
- b) Combine Outside-in perspective report with results from Baselining exercise and Vision Statement to Draft the Strategy for 2040
- c) Refine Strategy Draft with Senior Management and Board members
- d) Validate final version of the Strategy Draft with the Board

**1.1.1.7 Communicate the New Vision & Strategy and ensure understanding and Buy-in**

- a) Market New Vision across the Organization through various communication channels
- b) Communicate and explain the 2040 Strategy to Senior and Middle Management
- c) Ensure understanding & buy-in within the organization for the new Vision & Strategy through communication mailers, workshops, roadshows, flyers, intranet, Town Hall meeting etc.

**1.1.2 Develop long term Strategies & Roadmap for enhanced and expedited Domestic Exploration & Production.**

**1.1.2.1 Build a Long Term OALP Block Strategy & Roadmap for OIL**

- a) Exploration activity & Success: Benchmark exploration success rate with peers over time (short-term, medium-term & long-term horizons) & geographies, benchmark aggregate finding Capex, resources with OIL's historic exploration programs
- b) Study HELP/ OALP and other relevant E&P Policies by the government
- c) Review OIL's OALP portfolio by reviewing location, materiality, size, economics and shortlist the most viable plays available for Exploration. Assist in the rank order of all prospects along with OIL's G&G /Subsurface team.
- d) Develop the roadmap for potential "Carve Ins" for OIL's OALP portfolio by contacting other operators, service firms, PE firms and other entities with the objective of creating "Win-Win" propositions. Requires development of farm in, farm out and Exit Policy for domestic blocks.
- e) Develop a comprehensive OALP Block Strategy covering viable plays, economic implications, OIL capabilities, Partnerships etc.
- f) Develop Roadmap with key milestones, timelines & resource plan to achieve the same

**1.1.3 Create a Sustainable Growth Roadmap for OIL's Overseas investments****1.1.3.1 Provide a Global Macro Perspective on International Opportunities:**

- Deliver an overview of the current M&A market, potential M&A targets, Partnership opportunities etc. in the market

**1.1.3.2 Assess existing portfolio & opportunities:**

- a) Understand OIL's aspirations for its international portfolio including portfolio objectives, volume targets, technical & financial capabilities etc.
- b) Benchmark OIL's international portfolio to peers by analyzing associated risks and structure across its portfolio and suggest suitable actions to address the gaps and balance the portfolio.
- c) Use value generation metrics like Return on Average Capital Employed (ROACE), Total Shareholder Return (TSR), Cost performance etc. to compare with selected benchmarks.
- d) Identify divestment candidates: Assess existing assets from the standpoint of OIL's long term strategic plan, deallocation of capital from underperforming assets, value unlocking through sale of assets and other options .
- e) Review M&A Suitability of Portfolio: Identify portfolio gaps for M&A, design screening criteria, identify target attributes for M&A candidates and develop portfolio model inputs.
- f) Evaluate the overall organizational structure for OIL to manage international assets. Review OIL's existing overseas WoS/JV structures and governance mechanisms and suggest efficient structure for Management of International Assets and OIL's overseas outreach initiatives.

**1.1.3.3 Provide comprehensive risk analysis:**

- a) Evaluate risks for the portfolio & opportunities including but not restricted to Geopolitical & geographic diversification risks, financial risks, technical risks, environmental risks.
- b) Recommend a dynamic risk assessment & mitigation approach / model for individual assets and portfolio of assets.

**1.1.3.4 Recommendations & roadmap for the overall portfolio:**

Provide a detailed recommendation on the portfolio which includes:

- a) Strategic and techno-commercial health check on the existing portfolio
- b) Identify major gaps in the portfolio, deliver M&A and divestment recommendations to mitigate the said gaps and maximize shareholder value including a potential list & profiles of M&A and divestment targets
- c) Comprehensive and dynamic risk management model for the portfolio
- d) Create a detailed Implementation plan to deliver the identified M&A and divestment opportunities including structure, timelines, resources, and milestones.

#### **1.1.4 Formulate Alternative Energy (RE, Biofuels, Green H2 etc.) Strategy & Roadmap for OIL.**

##### **1.1.4.1 Conduct Market Landscaping Exercise for Business models, use cases, technologies, policies, trends in Decarbonization & RE Businesses.**

- a) Conduct a detailed assessment of market size and growth potential for Alternative Energy Sectors in India focused on Renewable Energy, Bio Fuels, Green H2, CCUS , Energy storage, other emerging sources of energy etc.
- b) Suggest best suitable, efficient commercial structure for venturing into Energy transition, alternative sources of Energy business or whether the same should be carried out by OIL or its subsidiary or through a Joint venture with reputed company with priorexperience in this vertical. List advantages and shortcomings of the suggested structure.
- c) Study impact on sectors and various sub-sectors of past and current major policy changes at the Centre and State levels along with the study of Future roadmap by MNRE, MoPNG, NITI Aayog and other relevant stakeholders.
- d) Study competitor mix, scale, growth, Business models & competitive advantage and assess Competitor operations, technology, and supply chain. Examine the trends adopted by the International and Indian energy majors to spearhead their energy transition initiatives. Suggest business model and scope of collaboration.
- e) Analyze key trends in the Alternative Energy sectors including technological advancements as well as Economic trends like cost curves for various technologies, domestic manufacturing etc.

##### **1.1.4.2 Prioritize RE & Decarbonization technologies and define OIL's Technology Play**

- a) Basis OIL's right to win, define the "where to play" opportunities in Alternative Energy for OIL
- b) Prioritize "where to play" opportunities with the best risk adjusted return and fit
- c) Define OIL's "how to win" by detailing out the operating model including go to market, skills, organization and governance needed to win in the specific opportunities

##### **1.1.4.3 Identify & Prioritize Innovative Avenues for Green Financing**

- a) Evaluate different innovative modes of Green Financing available like Green bonds, Multilateral development funding etc. to raise capital for investment in RE & Decarbonization projects. Suggest which commercial structure will be best suitable for OIL to source Green Financing.
- b) Prioritize Financing modes using factors like cost of capital, area of expertise, avenues for knowledge partnerships etc.

**1.1.4.4 Develop an Alternative Energy Implementation Roadmap for OIL**

- a) Generate a detailed roadmap for Implementing Alternative Energy initiatives ( including adoption of oil to chemicals, adopt mix of 80% fossil fuel and 20% non-fossil fuel) business model by OIL incorporating the choice of partners, energy mix, business models etc.
- b) Assess different operating models available like capex model, opex model, group captive operating model etc. and define the same for each sub-sector, calling out the evolution overtime alongside analysis of key trade-offs
- c) Finalize framework for geographical prioritization basis regulatory regime, financing challenges, risk profile etc.
- d) Review & choose the most suitable alternative amongst M&A, JV, Outsourcing, SPV etc. for entering chosen sub-sector, value chain and geography
- e) Develop high level Bidding Strategy and form partnerships with public and private players to maximize synergies
- f) Identify and recommend governance structure and resource plan required to support the Alternative Energy Roadmap implementation.

**1.1.5 Develop a strategy for diversification into areas aligned with gas based economy. (CBM bid rounds, Coal to gas, Compressed Bio-gas, CNG/LNG play)**

- a) Identify key value pools in the overall gas value chain in India and in line with India's vision of a gas based economy
- b) Identify models through which OIL can capitalize on its capability and break into the largest value pools (including gas pipeline network to improve marketing connectivity)
- c) Develop a detailed plan including revenue potential, capex, opex, IRR for the shortlisted opportunities

**1.1.6 Review OIL's & NRL's integration and areas of synergy with roadmap**

- a) Do a thorough review of OIL's & NRL's existing portfolio including synergies, scaling potential, commercial opportunity and overall fit
- b) Prioritize projects with the highest potential and minimal investments & risks
- c) Recommend governance structure and resource plan required to support

**1.1.6 Review OIL's current structure and recommend modifications**

- a) Review OIL's current structure including review of existing subsidiaries, existing JVs, current asset/basin structure including requirement for capabilities and manpower etc. Identify areas for consolidation to maximize value and reduce costs
- b) In specific, identify areas of integration between NRL and OIL and the rationale for intergration. Identify gaps to overcome integration issues and clear recommendations to overcome these gaps. Prepare a detailed business case for integration
- c) Review specific role gaps in OIL to identify requirement for any additional leadership positions.
- d) Analyze requirement of setting up of Marketing structure in OIL with required skillsets in view of the GoI Policy reforms relating to deregulation of sale of Crude Oil, Marketingfreedom for sale of natural gas, CBM marketing etc.

- e) Carry out risk assessment across key spheres and suggest interventions.
- f) Review and Recommend strategy for HSE covering all operational activities of OIL including future ambit of activities.
- g) Review and Recommend strategy for changes in HR mindset required to deliver recommended strategic initiatives.
- h) Recommend any changes to the structure and reallocation of resources that will be required to deliver OIL's Strategy and Vision for 2040

**1.1.7 Device a Structured Advocacy Program to manage externalities & drive critical policy reforms**

- a) Identify externalities and reforms essential for OIL to become a Diversified Energy Player in 2040 including Marketing Freedom for Gas & Domestic Crude, Incentives on Mature fields, Faster approval processes etc.
- b) Build a structured Advocacy Program to manage the externalities and drive critical policy reforms
- c) Develop a Roadmap for implementation of Advocacy Program including key milestones, Timelines and Resources required

**1.1.8 Devise an outreach strategy for OIL to collaborate with IOCs.**

- a) Basis OIL's key priorities, devise an effective outreach strategy with IOCs including road shows, seminars, participation in international energy forums
- b) The strategy should focus to drive collaboration in the areas including but not limited to Exploration, Project Development, Technology Sharing etc.

**1.1.8 Development of Implementation Roadmap**

- a) Synthesize & align on Implementation Deliverables: Synthesize key action items from the Strategy deliverable and align with OIL Senior Management on key implementation initiatives
- b) Develop Project Charters and Resource Requirements: For each initiative develop a detailed project charter including but not limited to objective, milestones, timeline, capex requirements, resource requirements, interdependencies etc.
- c) Mobilize the Organization: With the help of OIL leadership identify initiative owners, teams and champions which will work with the consultant to drive the on-ground implementation
- d) Develop Governance Model: Develop and submit a multi-tier governance model for effective monitoring, control, and reporting of implementation deliverables
- e) Design Stakeholder Engagement plan: Feeding into the Governance model, device a Stakeholder Engagement plan identifying key stakeholders for different implementation goals and defining engagement and reporting structures
- f) Align on Roadmap: Align with OIL Senior Management on Governance Model, Stakeholder management plan, Resource Plan, key milestones etc. through regular engagement and workshop
- g) Acceptance & Presentation of Roadmap: Submit a detailed Implementation Roadmap report including prioritization & timeline and Present Roadmap to OIL Senior Management as a final deliverable

- 1.2 Phase 2: Handholding support for Implementation :** The consultant may be required to provide extended services of handholding, support and assistance for execution of initiatives which may emanate from the strategy exercise. OIL will give specific assignments to the consultant (i.e. the successful bidder) to be carried out within specific number of blended man Days which shall be mutually decided by OIL and the consultant. The total tentative blended man days for such extended work are kept as 60 man days.

**1.2.1 Implementation of initiatives (Including but not limited to the following):**

- a) Handhold the OIL team in executing the activities as per approved roadmap and redesign of processes, policies
- b) Map the interdependencies between various Strategic Plan 2040 initiatives, ongoing OIL initiatives and different business units/ functions and drive their management
- c) Identify & prioritize pilot areas, design the pilot plans and handhold the OIL team to conduct the pilot as well as track results and implement quick fixes
- d) Handhold OIL to identify, assess, select and onboard partners to build capabilities and/or for execution —e.g. universities, R&D forums, API firms, OFS players, global operators, engineering companies etc.
- e) Handhold OIL in liasoning with potential partners (e.g. conduct roadshows to create and gauge interest, detailed discussions) and developing partnership model (JVs, alliances, M&A etc.).
- f) Bring in global experts to validate internal diagnostics and introduce global benchmarks and ideas
- g) Handhold in policy advocacy action plans
- h) Document key learnings from the pilot and prepare the action plan & SOPs for scale-up including requirement of capex / opex and resources
- i) Detail out the operating model for new businesses including go-to market channel strategy, supply chain etc. basis the results from the pilot
- j) Handhold on scale up of the operating model

**1.3 Phase 3 - Strategy Revisit/Additional work:** Up to 3 years after formulation of Strategy, suggest changes in Strategic initiatives / course correction once each year on the basis of changes in the business environment by making presentations to the Top Management. OIL will give specific assignments to the consultant (i.e. the successful bidder) to be carried out within specific number of man hours which shall be mutually decided by OIL and the consultant. The total tentative man days for such extended work are kept as 45 blended man days.

**(END OF SECTION-V)**



**SPECIAL CONDITIONS OF CONTRACT****1.0 General**

- a) The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- b) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2.0 The execution of Phase 2 of the Scope of Work for handholding exercise may commence concurrently while the phase 1 of the SoW is in progress and/or upon its completion.

3.0 The Phase 3 of the Scope of Work for Revisit/ Realignment of Strategies and implementation including any other assignment related to Strategy shall commence not before one year after completion of the Phase 1.

4.0 Execution of Phase 2 and 3 of the SoW shall be at absolute discretion of OIL. The scope, timeline, detailed deliverables and payment terms for Phase 2 and Phase 3 will be discussed and mutually decided between OIL and the Consultant before the commencement of the respective Phases. The Consultant provider shall commence the work of Phase 2 and 3 upon receipt of written advice from OIL.

**5.0 Timeline**

- a) Phase I (Overall Time period: 06 months):

Submission of Draft Final Report : 5 ½ months from the date of issue of LOA

Submission of Final Report: 15 days after receipt of comments from OIL on the above Draft Final Report.

- b) Phase 2 (03 months): Timelines and deliverables to be discussed and mutually decided between OIL and Consultant.
- c) Phase 3 (03 years): Timelines and deliverables to be discussed and mutually decided between OIL and Consultant.

**6.0 Payment Terms:**

- a) The payment terms for Phase 1 will be as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Percentage of Payment</b>
i)	Submission of First Interim report and presentation thereon to Competent Authority for review and feedback.	20%
ii)	Submission of Draft Final report covering entire Phase-1 Scope of Work and presentation thereon to Competent Authority of OIL for review and feedback.	20%
iii)	Presentation of Draft Final report to OIL Board for approval	20%

iv)	Submission of Final report.	40%
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- b) The payment for Phase 2 & 3 will be discussed and mutually decided between OIL and the bidder before the commencement of the respective Phases
- c) Fee shall be payable within thirty (30) days of receipt of undisputed invoice (s), subject to the conditions that the provisions listed under the Scope of work has been covered.
- d) Digitally Signed Invoice along with supporting documents (if any) against the Contract shall be submitted through OIL Vendor Portal (Vim.oilindia.in) only and after receipt of undisputed Invoice payment shall be processed.
- e) OIL shall make the payments as per stipulation in the Tender through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account. Successful bidder will have to provide bank details (at the time of the execution of the Contract) in the prescribed format

#### **7.0 Liquidated Damages (LD) for delay in completion of milestone:**

Liquidated Damages (LD) under Clause no. 30.0 of GCC to be interpreted as under:

- A) Liquidated Damages for delay in completion of Phase 1 would be calculated on the Contract Value of Phase 1 instead of the Total Contract Value.
- B) LD for Phase 1 would be calculated based on the overall delay in completion of Phase 1 (06 months). In case, the total time taken for submission of Draft Final Report and Final Report exceeds the overall time period of 06 months, LD would be calculated on such portion of delay exceeding 06 months. The LD will apply for delay in completion of the assignment due to reasons solely attributable to the consultant.
- C) Basis of LD for Phase 2 and Phase 3, if any, would be decided by OIL based on the SoW, timeline and deliverables mutually agreed between OIL and Consultant before the commencement of the respective Phases.

#### **8.0 Team Structure and Experience:**

- a) The bidder shall deploy a team comprising minimum number of:
  - Lead Partner: 01
  - Experts: 02
  - Project Manager: 01
  - Team Leader: 01
  - Consultants: 03
  - Other related experts and adequate support staff.
- b) On-site team will consist of minimum 01 Team leader and 03 consultants at any point throughout the 1st Phase of the assignment. They will be working fulltime in this assignment and will not be part of any other job not related to this assignment. Lead Partner, Project Manager, Team Leader and consultants should be based in India.

**8.1 Roles and Responsibilities of the Team members will be as follows:**

## a) Lead Partner:

- Key person responsible for interfacing with the OIL Board, Senior OIL Officials and Ministry
- Attend all Steering Committee meetings with OIL Leadership team

## b) Project Manager:

- Responsible for overall Project Delivery
- Attend and Present project updates in Steering Committee Meetings with OIL Leadership
- Will be single point of contact for all issues related to the project

## c) Expert:

- Support Consultant team and OIL Project team on respective areas of expertise to develop insights
- Advise on Project related queries from OIL Leadership and Project team
- Attend Steering Committee meetings with OIL Leadership team twice a month
- Attend and present in weekly standups as required

## d) Team Leader:

- Work on-site with the OIL Project Lead to deliver daily and weekly project outcomes via consultant team
- 100%-time commitment on Project
- Attend Steering Committee meetings with OIL Leadership team as requested
- Attend and present in daily and weekly standups with OIL Project team providing updates on the project

## e) Consultant:

- Work on-site, collect data, gather insights, develop presentations, coordinate meetings, and support OIL team on project related requests
- 100%-time commitment on Project
- Attend/ present in daily and weekly stand-ups with OIL Project team providing updates on the project

**8.2 Requisite experience of team members:**

	<b>Lead Partner</b>	<b>Experts</b>	<b>Project Manager</b>	<b>Team Leader</b>	<b>Consultants</b>
Minimum experience	Lead Partner should have minimum of 12	<u>Upstream Oil &amp; Gas Expert:</u> Minimum 18 years of overall experience with minimum 14	Project Manager should have minimum of 10 years	Team Leader should have minimum of 8 years	>2 years with minimum 1 year in Oil & Gas/Renewable and New energy

	years of overall experience and minimum of 10 years of Oil & Gas experience	years of experience in Upstream Oil & Gas Industry in India/ globally. <u>Renewable Energy Expert:</u> Minimum 18 years of professional experience with minimum 10 years of experience in Renewable Energy /New Energy/ Decarbonization/ Energy Transition	of overall experience and minimum of 7 years of Oil & Gas experience	of overall experience and minimum of 6 years of Oil & Gas experience	
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The team structure comprising of team members having requisite qualification and expertise for carrying out the activities under the scope of work is to be given in the bid document. A complete list of pool of members who will be driving the project on-site along with the names of the Lead Partner, Experts, Project Managers and Consultants should also be provided in the bid document. Lead Partner, Project Manager and Experts need not be full time but cannot be changed during the contract period unless under unavoidable circumstances. In such a situation the change will only be permitted with prior consent of OIL. Experience of the new member must be equivalent of the experience of the member being replaced. An undertaking in this respect to be provided by the bidder.

For proof of requisite Experience, bidder should submit the CVs of the Team members certifying the tenure and nature of experience by the authorised signatory having the Power of Attorney of the bidder.

#### **9.0 CONFIDENTIALITY AGREEMENT**

OIL shall enter into a confidentiality and non-disclosure agreement with the successful consultant as per prescribed format enclosed as **Annexure-I**.

#### **10.0 SUBMISSION OF INVOICE:**

Digitally Signed Invoice along with supporting documents (if any) against the Contract shall be submitted through OIL Vendor Portal (Vim.oilindia.in) only and after receipt of undisputed Invoice payment shall be processed.

OIL shall make the payments as per stipulation in the Tender through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account. Successful bidder will have to provide bank details (at the time of the execution of the Contract) in the prescribed format.

**11.0 GOODS AND SERVICES TAX:**

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

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

- 11.2 “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.
- 11.3 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.
- 11.4 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 11.5 Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

- 11.6 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST

subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 11.7 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.
- 11.8 Contractor/Contractor 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 / Contractor 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.
- 11.9 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/Contractor, OIL shall withhold the payment of GST.
- 11.10 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/Contractor but will be directly deposited to the government by OIL.
- 11.11 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.
- 11.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor 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.
- 11.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 11.14 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.

- 11.15 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.
- 11.16 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.
- 11.17 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.
- 11.18 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.
- 11.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 11.20 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.
- 11.21 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.
- 11.22 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.
- 11.23 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.
- 11.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 11.25 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.

- 11.26 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.
- 11.27 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.
- 11.28 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.
- 11.29 Documentation requirement for GST: The Contractor 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.
- 11.30 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;  
Note: OIL GSTIN number:  
Noida:- 09AAACO2352C1ZV  
Name and address of the recipient and the address of the delivery, along with the State and its code,
  - e) HSN code of goods or Accounting Code of services [SAC];
  - f) Description of goods or services;
  - g) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - h) Total value of supply of goods or services or both;
  - i) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - j) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
  - k) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
  - l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;



- m) Address of the delivery where the same is different from the place of supply and
- n) 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;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) 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.

**11.31 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.

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

**12.0** In case of contradictions in any of the clauses between SCC and GCC, the clause(s) mentioned in SCC shall prevail.

**END OF SECTION -VI**

**BIDDING FORMAT (PRICE BID)**

**Bidding Format is furnished vide Separate file attached under “Notes and Attachments” Tab in the main bidding engine of OIL’s e-Tender Portal.**

**END OF SECTION -VII**

**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 **“APPOINTMENT OF CONSULTANCY FIRM FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL”** 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:

- (i) 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.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

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

**Section: 2 -Commitments of the Bidder/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.

- (i) 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 he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) 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.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/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.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

- (2) The Bidder/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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

**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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
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.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised

by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
--	---

**(END OF SECTION-VIII)**



**TECHNICAL CHECKLIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

<b>Ref Clause No.</b>	<b>Requirement as per Bid Eligibility and Bid Evaluation Criteria</b>	<b>Compliance</b>	<b>Reference Document &amp; Page No.</b>
	<p>Vital criteria for acceptance of bids:-</p> <p>Has bidder taken any exceptions/deviations in their bid?</p> <p>If yes, whether bidder has indicated the same specifically in their bid?</p>	<p>Yes/ No</p> <p>Yes/ No</p> <p>Yes/ No</p>	
<b>1.0</b>	<b>Basic Eligibility Criteria</b>		
1.1	Whether the Bidder Submitted Incorporation or Registration Certificate in their bid?	Yes/ No	
1.2	Whether the bidder has submitted Commencement Certificate or any other document to substantiate Office establishment as on the original bid closing date?	Yes/ No	
1.3	<p>Whether the local content of the offered services in the bid is more than 20%?</p> <p>Whether the bidder has submitted undertaking as per the <b>Proforma – V</b>?</p> <p>Whether the bidder has submitted a certificate supporting the above undertaking from a statutory auditor/cost auditor (in case of companies) or from a practicing cost accountant or chartered accountant (in respect of other than companies)?</p>	<p>Yes/ No</p> <p>Yes/ No</p> <p>Yes/ No</p>	
<b>2.0</b>	<b>Technical Criteria</b>		
2.1	<p>Does the bidder fulfill the requirements of completed assignments similar to the areas covered in the bid document?</p> <p>Has the bidder submitted a Completion certificate issued by a Client Organization or a Self-certified document signed and sealed by Head of India Operations/CEO/CFO or the authorized signatory having the Power of Attorney of the bidder, to meet the technical criteria?</p>	<p>Yes/ No</p> <p>Yes/ No</p>	
2.1.1	Has the bidder is submitting the technical experience of its branch office/parent/sister member of same network or member of same global firm, to meet the technical criteria?	Yes/ No	

	If Yes, Whether the bidder submitted a certificate mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments of the bid?	Yes/No	
2.1.2	Whether the bidder has submitted details of the technical experience as per the Table – 1?	Yes/ No	
2.2	Has the bidder provided the team structure as per the bid document for carrying out the activities under the Scope of Work?  Did the bidder provide complete list of pool of members who will be driving the project on-site along with the names of the Lead Partners, Project Managers, Consultants & Experts?	Yes/ No  Yes/ No	
2.3.7	Whether the bidder the submitted Table-2 giving the qualification and expertise of the team structure  Whether the bidder submitted the CV's of the Team members certifying the tenure and nature of experience by the authorized signatory having the Power of Attorney of the bidder?	Yes/ No  Yes/ No	
<b>3.0</b>	<b>Financial Criteria</b>		
3.1	Does the bidder fulfill the requirement of minimum annual turnover as per bid document?	Yes/ No	
3.2	Does the bidder fulfill the positive Net Worth criteria in the preceding financial/accounting year as per bid document?	Yes/ No	
3.3	Has the bidder provided copies of Audited Balance Sheet and Profit and Loss Statement  Has the bidder provided Certificate issued by a practicing chartered/Cost Accountant (with Membership and Firm Registration No.) as per <b>PROFORMA-I</b> ?  Whether the UDIN is mentioned in above certificates?	Yes/ No  Yes/ No  Yes/ No	
3.4	If the last date of preceding financial/accounting year falls within six months from the bid closing date, whether the bidder submitted and undertaking as per <b>PROFORMA -II</b>	Yes/ No	
3.5	In case the Audited Balance Sheet and Profit and Loss Statement are in currencies other than INR, Whether the bidder submitted a CA certificate regarding the converted figures?	Yes/ No	

<b>4.0</b>	<b>Bid Evaluation Criteria</b>		
<b>Ann-A</b>	<b>QCBS Evaluation Criteria</b>		
1 (i)	Whether the bidder has submitted the Details of the completed assignments as per Table – 3?	Yes/ No	
1 (ii)	Whether the bidder has submitted the Details of the completed assignments as per Table – 4?	Yes/ No	
1 (iii)	Whether the bidder has submitted the Details of the completed assignments as per Table – 5?	Yes/ No	
2 (i)	Whether the bidder has submitted the Experience Details of Lead Partner as per Table – 6?	Yes/ No	
2 (ii)	Whether the bidder has submitted the Experience Details of Project Manager as per Table – 7?	Yes/ No	
2 (iii)	Whether the bidder has submitted the Experience Details of Expert in Upstream Oil & Gas as per Table – 8?	Yes/ No	
2 (iv)	Whether the bidder has submitted the Experience Details of Expert in RE/New Energy/Decarbonization and Energy Transition as per Table – 9?	Yes/ No	
2 (v)	Whether the bidder has submitted the Experience Details of Team Leader as per Table – 10?	Yes/ No	
Note 1	Whether the experience provided by the bidder under 1 (i), 1(ii) and 1 (iii) are mutually exclusive project references.	Yes/ No	
Note 3	Has the bidder is submitting the technical experience of its branch office/parent/sister member of same network or member of same global firm, to meet the technical experience under 1 (i), 1(ii) and 1 (iii)?  If Yes, Whether the bidder submitted a certificate	Yes/ No  Yes/ No	

	experience by the authorized signatory having the Power of Attorney of the bidder?  Whether the bidder provided an undertaking that the same team would be deployed during the execution of the Project?	Yes/ No	
Note 4 (c)	Whether all the certificates and documentary evidences are in English Language?	Yes/ No	

**(END OF SECTION-IX)**

**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether DECLARATION FOR BID SECURITY as per Proforma-IX submitted	Yes/ No
3.0	Whether quoted offer is of minimum validity of 120 (One Hundred Twenty) days from the date of bid Closing?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.1	Whether documentary evidence submitted in support of requirements as per Bid Eligibility and Evaluation Criteria?	Yes/ No
5.2	Whether Undertaking submitted as per <b>Annexure-I</b> towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.1	Whether Integrity Pact accepted?	Yes/ No
8.2	Whether Integrity Pact uploaded along with Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
9.1	Whether quoted any deviation?	Yes/ No
9.2	Whether deviation separately highlighted?	Yes/ No

Offer ref ..... Dated .....

**(END OF SECTION-X)**

**HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS**

The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding on the Contractor.

stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer in Charge (OIL).

9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

16. OIL will communicate all information to the Contractor or his authorized representative only.

17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

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

19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.

20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor

Personnel have to take every possible care to keep the environment clean and free from pollution.

21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

24. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

25. Barricading of area to be done with reflecting tapes as applicable during work.

26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

27 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non- compliance, the Contractor will be penalized as per the terms of the Contract.

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

32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

**(END OF SECTION-XI)**



**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

This confidentiality and non-disclosure agreement is executed on..... ' 2023 between  
**M/s.....**

AND

**OIL INDIA LIMITED** (hereinafter referred to as OIL), a Government of India Enterprise having its Corporate Office at Plot No. 19, Sector 16A, Noida, Uttar Pradesh - 201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives.

WHEREAS, **OIL** and M/s \_\_\_\_\_ have entered into a contract for **“APPOINTMENT OF CONSULTANCY FIRM FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL”** with M/s \_\_\_\_\_ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.

2. Each party agrees that:

- a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
- b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
- c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;

- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;  
Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed, and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 2020.

**M/s**.....

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**OIL INDIA LIMITED**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

**(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI2451L23

To,  
The GM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

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

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(END OF ANNEXURE-II)**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of ..... (Name of the Bidder) for the last three (3) completed accounting years upto 2021-22 **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature:

Unique Document Identification Number (UDIN):

**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF CLAUSE 3.4 OF BID  
ELIGIBILITY AND EVALUATION CRITERIA OF TENDER NO. CLI2451L23**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**STATEMENT OF NON-COMPLIANCE (IF ANY)**  
**[TO CLAUSES OTHER THAN THOSE IN BID ELIGIBILITY AND EVALUATION**  
**CRITERIA]**

**(Only exceptions/deviations to be rendered)**

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 other than BEC-BRC in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Authorised Signatory:** \_\_\_\_\_

**Name of Authorised Signatory:** \_\_\_\_\_

**Name of 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, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
General Manager (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Sir,

**Sub: OIL's TENDER No. CLI2451L23**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI2451L23** for **APPOINTMENT OF CONSULTANCY FIRM FOR DEVELOPMENT OF OVERALL CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION ROADMAP FOR OIL.**

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FORMAT OF UNDERTAKING BY BIDDERS FOR  
DECLARING PERCENTAGE OF LOCAL CONTENT**

*(To be submitted on Bidder's letter head)*

To,  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

Sub: PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

Dear Madam / Sir,

I/We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ % as per Clause No. 2.5 & 4.4 (b) of the policy vide Letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG to bid against Tender No. **CLI2451L23**.

The percentage of local content in the bid is \_\_\_\_\_%.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

**(END OF PROFORMA-V)**



**PROFORMA LETTER OF AUTHORITY**

To  
General Manager (C&P)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Dear Sir,

**SUB: OIL TENDER No. CLI2451L23**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr./Ms. \_\_\_\_\_  
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the  
agreement on our behalf with you against Tender Invitation No. **CLI2451L23** for  
**APPOINTMENT OF CONSULTANCY FIRM FOR DEVELOPMENT OF OVERALL  
CORPORATE & PORTFOLIO STRATEGY & CORRESPONDING IMPLEMENTATION  
ROADMAP FOR OIL** for any commercial / Legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**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.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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Signature of Bidder with Official Seal

**BID FORM**

To  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

**Sub: TENDER No. CLI2451L23**

*Gentlemen,*

Having examined the General Terms & Conditions and Scope of Services including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 120 (One Hundred and twenty) 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 \_\_\_\_\_ 202\_\_.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**DECLARATION FOR BID SECURITY**

To,

**M/s. Oil India Limited**

.....,  
.....

Sub: .....

Tender No:.....

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**SAMPLE AGREEMENT FORM**

**[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, 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 SOW attached herewith for this purpose;

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. \_\_\_\_\_ and the Contractor accepted the same vide \_\_\_\_\_; and

~~WHEREAS, the Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ for Rs. \_\_\_\_\_ (being 3% of Contract value).~~

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) This form of Agreement,
- b) The Letter of Award,
- c) The said Bid and Appendix,
- d) The Technical Specifications, if any
- e) Health, Safety & Environment (HSE) Points
- f) Confidentiality and Non-Disclosure Agreement
- g) Integrity Pact

**E-TENDER NO. CLI2451L23**

- h) Schedule of Rates,
- i) Scope of Work
- j) Special Conditions of Contract and
- k) General Conditions of Contract

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 WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

Signed, Sealed and Delivered,

For and on behalf of Company  
**(Oil India Limited)**

For and on behalf of Contractor  
**(M/s. \_\_\_\_\_)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Status: \_\_\_\_\_

Status: \_\_\_\_\_

In Presence of:

In Presence of:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**END OF PROFORMA-X**

**- END OF TENDER -**