



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
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E-mail: rgogoi@oilindia.in
Web Site: www.oil-india.com

E-TENDER NO.: CLI3223L20 DT. 02.12.2019

For

**ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT
STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST
REGION OF INDIA**

**Date & time of closing of Tender: 27.12.2019 AT 02:00 PM (IST)
As mentioned in the of e-portal**

**Date & time of Technical Bid opening: 27.12.2019 AT 03:00 PM (IST)
As mentioned in the of e-portal**

**(R. GOGOI)
GENERAL MANAGER (CONTRACTS – BD)
FOR EXECUTIVE DIRECTOR (BD)
FOR CHAIRMAN & MANAGING DIRECTOR**

BACKGROUND:

1.1 Government has emphasized on achieving energy security of the country with a target of reducing import dependence on crude oil by 10% from 2014-15 levels by the year 2022. As mentioned in the National Policy on Biofuels-2018, Government has prepared a road map to reduce the import dependency by adopting a five-pronged strategy which includes:

- Increasing domestic production,
- Adopting biofuels & renewable,
- Energy efficiency norms,
- Improvement in refinery processes and
- Demand substitution.

This envisages a strategic role for biofuels in the Indian energy basket. Biofuels are generally classified as first, second and third generations. First-generation biofuels are made from sugar, starch, vegetable oil, or animal fats using conventional technology. Second-generation biofuels are produced from non-food crops, such as cellulosic biofuels and waste biomass (stalks of wheat and corn, and wood). Third-generation biofuels are produced from extracting oil of algae – sometimes referred to as “oilgae”.

1.2 The importance of biofuel in India’s energy mix was further crystalized by during the review meeting on ‘Production Maximization Strategy of Oil India’. It was advised that as a part of green energy initiative, an assessment of biofuel (bio-diesel and Compressed Bio Gas - CBG) potential in the North-Eastern region to be carried out along with prospective areas where the plants for generation of Bio-fuels can be set up including potential assessment of ethanol conversion in NE Region.

DECLARATION:

SPECIAL NOTE TO THIS TENDER:

(A) The Tender as below has been addressed to 03 (three) Parties. The other prospective and interested Parties may also participate against this Tender subject to the following:

(i) To forward their application for participation along with documentary proof of meeting 'Bid Evaluation Criteria / Bid Rejection Criteria' (Section-III of this Tender) to reach us **within 20.12.2019**. The application along with documentary proof of meeting 'Bid Evaluation Criteria / Bid Rejection Criteria' may be sent to e-mail IDs: rgogoi@oilindia.in / b_choudhury@oilindia.in

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for allowing participation against the subject tender, the eligible party(ies) will be allowed to participate against the subject tender. However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party(ies) to the satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **20.12.2019**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **20.12.2019**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above.

(C) OIL will allow participation to the eligible parties after detailed scrutiny of the documents submitted by the parties. The information regarding allowing participation will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BEC/BRC.

(D) No request for extension of the above mentioned date(s) will be entertained.



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Fax: 0120-2488310
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Web Site: www.oil-india.com

OIL INDIA LIMITED (OIL) invites **Limited Domestic Competitive Bids (LCB)** from competent experienced Service Providers through its E- procurement portal “**<https://etender.srm.oilindia.in/irj/portal>**” for the following works / services:

Tender No.	CLI3223L20 Dated 02.12.2019
Description of Work / Service	ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA
Type of Bid	Limited E-Tender Under Single Stage Two Bid System
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Closing Date & Time	27.12.2019 (14:00 HRS : Server Time)
Technical Bid Opening Date & Time	27.12.2019 (15:00 HRS : Server Time)
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Opening Place	Business Development Department, Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Bid Security (EMD)	<p>Rs. 1,00,000.00</p> <p>The Bid Security should be in the form of Bank Guarantee (as per format provided and valid for minimum 90 days from the original date of Technical bid opening) / Bank Draft / Banker's Cheque favouring OIL INDIA LIMITED, payable at NOIDA / DELHI for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque, the Original hard copy of Bid Security should reach the office of Chief 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.</p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>
Bid Validity	Minimum 60 days from the original date of Technical bid opening
Bid Security Validity	Minimum 90 days from the original date of Technical bid opening
Amount of Performance Security	NIL
2.0 No physical Bid documents will be provided.	
3.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:	
3.1 Central Govt. Departments and Public Sector Undertakings are exempted from submitting Bid Security.	
3.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries	

E-TENDER NO. CL13223L20

3.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

4.0 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

5.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

6.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

7.0 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 having "**Organization Name**" field other than **Bidder's Name** are not acceptable. Bidders are advised to go through "[User Manuals](#)" provided in OIL's E-Tender portal for bid submission procedure.



(R. Gogoi)

General Manager (Contracts – BD)

For: Executive Director (BD)

For: Chairman & Managing Director

DATE: 02.12.2019

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FORWARDING LETTER

OIL INDIA LIMITED invites Limited Domestic Competitive Bids (LCB) from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA.

CONTRACT PERIOD: 07 (Seven) months from the date of issue of LOA.

BID SECURITY: Rs. 1,00,000.00 (Rupees One Lakh only)

BID CLOSING DATE & TIME: 27.12.2019 (14:00 HRS : Server Time)

TECHNICAL BID OPENING DATE & TIME: 27.12.2019 (15:00 HRS : Server Time)

a) **Bid Security** deposited vide On-line Payment / Bank Guarantee / Bank Draft / Banker's Cheque

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should reach the office of General Manager (Contracts – BD), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Power of Attorney, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

GENERAL MANAGER (CONTRACTS – BD)
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Bank Guarantee (as per format provided and valid for minimum 90 days from the original date of opening of Technical Bid) / Bank Draft / Banker's Cheque** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at NOIDA / DELHI. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per clauses mentioned in the tender. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at Office of the CGM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab of the e-tender portal.**

The bid and all uploaded documents must be Digitally signed 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.

Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable.

The authenticity of above digital signature may be verified through authorized CA (Certifying Authority) after bid opening. If the digital signature used for signing 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 its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (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 action against the erring / defaulting agency as per OIL’s Banning Policy dated 6th January, 2017 available in OIL’s website www.oil-india.com.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 60 (Sixty) days from the original date of Technical bid opening.

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

9.0 The work may be split up, if applicable, amongst more than one contractor at the sole discretion of the Company.

10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

11.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

12.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

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

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

15.0 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 6th January, 2017 available in OIL's website www.oil-india.com

16.0 The tender will be governed by:

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION – III

General Conditions of Contract: SECTION-IV

Scope of Work / Service: SECTION-V

Commercial Check list: SECTION – VI

Bidding Format: SECTION – VII (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal)

Integrity Pact: SECTION – VIII

General Health, Safety & Environment (HSE) Measures: SECTION – IX

Confidentiality and Non-Disclosure Agreement: SECTION – X

Undertaking for Authenticity of Information: ANNEXURE-I

Proformas

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 (Contracts-BD), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh:

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/Bank Draft/Bankers' cheque)

A scanned copy of Bid Security may also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) 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.

c) 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.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee /Bank Draft / Bankers' cheque) must be received at OIL's GM (Contracts-BD)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

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.

17.0 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 “PRICE BIDDING FORMAT” will only be considered for evaluation.

18.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

19.0 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-VI- 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: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com, Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC, E-Mail ID: jagmohan.garg@gmail.com and Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, E-Mail ID: rudhra.gangadharan@gmail.com have been appointed as Independent External Monitors).

20.0 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.

Create RFX Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) Technical RFX Response | [Close](#)

RFX Response Number 60038748 RFX Number
RFX Owner BHARALI Total Value 0.00 INR


RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: 

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No Price" RFX only

"Total Bid Value" considering all the taxes & duties.

(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 amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION – III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work / Service: **SECTION-V**
- f) Commercial check list: **SECTION – VI**
- g) Bidding Format (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Integrity Pact: **SECTION-VIII**
- h) General Health, Safety & Environment (HSE) Measures: **SECTION-IX**
- i) Confidentiality and Non-Disclosure Agreement: **SECTION-X**
- j) Undertaking for Authenticity of Information: **ANNEXURE-I**
- k) 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 BEC / BRC.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (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 Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- (i) Bidding Format as per Section-VII
- (ii) Bid Form as per Proforma-I

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 EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**, 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-VIII** 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.

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

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 (except those exempted from submission of Bid Security) 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 25.0 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 action shall be taken as per OIL’s Banning Policy dated 6th January, 2017.

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 shall be submitted by bidder to the office of General Manager (Contracts-BD), 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 60 (Sixty) days from the original date of Technical bid opening. **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 60 days from original Technical Bid Opening Date.

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 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 Technical 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 has been determined as the lowest evaluated bid, 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.

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 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to enter into a formal Service Agreement 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 apart from any other actions the Company may take against him at its sole discretion as per the Banning Policy (available in OIL's website) of Company.

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 6th January, 2017 available in OIL's website 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 technical bid, bidders must submit duly filled undertaking as per format provided vide **Annexure-I** as undertaking towards submission of authentic information/documents.

(END OF SECTION-II)

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

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case 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 mandatory 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 BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

1.0 TECHNICAL CRITERIA:**1.1 Technical Requirements:**

The bidder on its own should have experience of at least **one composite work** of Carrying out assessment study of Biofuel potential and techno-economic feasibility study for setting up a Biofuel plant of minimum value **₹ 25,00,000.00 (Rupees Twenty Five Lakh only)** in previous 7 (seven) years to be reckoned from the original bid closing date.

OR

The bidder on its own should have experience of at least **two jobs** [1 (One) for carrying out assessment study of Biofuel potential and Another 1 (One) for carrying out techno-economic feasibility study for setting up a Biofuel plant] with a **total minimum value ₹ 25,00,000.00 (Rupees Twenty Five Lakh only)** in previous 7 (seven) years to be reckoned from the original bid closing date.

Notes to Clause 1.1 above:

A. Biofuel means “Bio-Diesel, Ethanol, Bio Gas.”

B. For proof of work experience of similar work the following documents must be submitted along with the bid:

(i) Photocopy of contract document or work order documents showing details of work.

AND

(ii) Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.

OR

Bank statement for payment received against invoice (s) raised for the work / TDS certificate.

C. If the prospective bidder is executing the work(s) (as defined in Para-1.1 above) which is (are) still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC/BRC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory service execution certificate (including amongst others the value executed by the prospective bidder) issued by end user.

D. The work(s) (as defined in Para-1.1 above) executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.

E. In case the experience in terms of currency other than Indian Rupees (INR) then for the purpose of evaluation of bids as per Clause 1.1 above, the closing rate of exchange declared by State Bank of India on the original bid closing date will be taken into account for conversion of foreign currency into Indian Rupees.

1.2 Financial Requirements:

1.2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **₹ 25,00,000.00 (Rupees Twenty Five Lakh only)**.

1.2.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to Clause 1.2 above:

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

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

OR

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

II. 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 and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking in support of the same as per **Proforma-III**.

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

2.0 COMMERCIAL CRITERIA:

2.1 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.

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

2.3 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.

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

2.5 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.

2.6 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.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be 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.

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

2.9 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.

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

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

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

2.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in 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.

2.13 Bid received with validity of offer less than Sixty (60) days from the original date of Technical Bid opening will be rejected.

3.0 GENERAL:

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

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in to 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.

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

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

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

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

5.0 Bidders are required to quote for all the items as per Bidding Format, otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

6.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

7.0 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.

8.0 Price Bids of only techno-commercially qualified bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items inclusive of all liabilities including statutory liabilities as per Bidding Format.

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

9.2 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.

10.0 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.

11.0 In case of identical overall lowest offered rate by more than 1 (one) techno-commercially qualified bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

12.0 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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:

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

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

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) **Documentation required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

(END OF SECTION-III)

GENERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS**

In the Contract, the following terms shall be interpreted as indicated:

- (a) "**Contract**" means the Agreement entered into between Company and Consultant, including all attachments and appendices thereto and all documents, incorporated by reference therein;
- (b) "**Contract Price**" means the amount payable to Consultant under the Contract for the full performance of its contractual obligations;
- (c) "**Company**" or "**OIL**" means Oil India Limited;
- (d) "**Consultant**" means the Entity performing the Services under the Contract.
- (e) "**Consultant's Personnel**" mean the personnel to be provided by the Consultant (including their affiliates / subsidiaries) to provide services as per the Contract.
- (f) "**Services**" means the work specified in the Contract and all other obligations mentioned in the scope of work / terms of reference to be performed by the Consultant, pursuant to and in accordance with the terms of the Contract.
- (g) "**Party**" means the Company or the Consultant, as applicable; and "**Parties**" means both of them.
- (h) "**Conflict of Interest**" is where one person has multiple interests and there is the risk that one of these interests may adversely affect another.

2.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT

- 2.1 The Contract shall become effective as of the date the Company notifies the Consultant in writing (Through Letter of Award i.e. LOA) regarding Award of Contract. The duration of Contract, to be reckoned from the date of LOA, shall be for a period as set forth in the Tender document to which the Contract relates or extension, if any, thereof, or till termination pursuant to clause 14.0

3.0 GENERAL OBLIGATIONS OF CONSULTANT

- 3.1 The Consultant shall, in accordance with and subject to the terms and conditions of this Contract:
 - a. Perform the Services and carry out the obligations, which are required by the terms of the Contract or which reasonably can be implied for such terms as being necessary for the successful and timely completion of the services, in accordance with accepted professional techniques and methodology. The Consultant shall provide the Company with service quality in accordance with good practices adopted for similar consultancy services.
 - b. The Consultant shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of the bid for the services to be performed and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
 - c. The Consultant shall always act, in respect of any matter relating to the Contract, as professional Consultants to OIL and shall at all times in the context

of the Contract support and safeguard OIL's legitimate interests in any dealings with third parties.

4.0 GENERAL OBLIGATIONS OF THE COMPANY

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

- a. Pay the Consultant in accordance with terms and conditions of the Contract.
- b. Perform all other obligations as required of the Company by the terms of the Contract.

5.0 TEAM MEMBERS

5.1 For performance of the Services, the Consultant will establish a team of qualified individuals from appropriate speciality areas within the organization. The Consultant shall be responsible to OIL for all acts of its team of individuals, Affiliates and subsidiaries acting within the scope of the Contract.

5.2 If any one of the team members of the Consultant has committed serious misconduct or has been charged with having committed a criminal action, or OIL is dissatisfied with the performance of any key team member, then the Consultant shall, at OIL's written request specifying the grounds thereof, provide a replacement entirely at their own expenses.

5.3 Any changes to the original Team shall be carried out in consultation with OIL. Such changes shall be of suitable qualified persons, of equivalent expertise, experience and specialty and shall not absolve the Consultant from its obligations under the Contract. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal or replacement of any member of the team.

5.3 Consultant's key personnel shall be fluent in English language (both writing and speaking)

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Consultant warrants that they shall perform the work in a professional manner and in accordance with a high degree of quality, efficiency and in conformity with the specifications set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Consultant.

6.2 The Consultant hereby represents and warrants that the advice, assistance, information or reports provide by them shall represent the Consultants best judgement in the best interest of the Company and be true correct and justified.

6.3 Should Company discover at any time during the tenure of the Contract that the services does not conform to the foregoing warranty, Consultant 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 services shall be performed entirely at Consultant's own expenses.

7.0 CONFIDENTIALITY

7.1 The Company and the Consultant agree to keep confidential the terms and conditions of the Contract. The Consultant will keep confidential (i) any data/ information related to the Transaction which is not in the public domain and which

may have a material effect on the Transaction, and (ii) in any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by OIL to the Consultant. Further the Consultant agrees that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, Ministry of Petroleum & Natural Gas or any such regulatory body which has the authority to ask for such information under the law) except in accordance with the written authority of OIL. For the avoidance of doubt, the Consultant is permitted to disclose information to any of their affiliates' employees consulted in connection with the services and the restrictions in this clause shall not apply to any information (i) required to be disclosed to any authority pursuant to any applicable law, regulation or legal process, or (ii) which is at the time of disclosure is in the public domain (other than as a result of the breach of the Contract by such person).

- 7.2 The provisions and obligations of the clause shall continue in force after the termination or successful completion of the Services. However, in the event of buy side due diligence, the clause shall be valid for a period of two (02) years after termination / completion of the Transaction, subject to Company's CA with the Seller.
- 7.3 Each Party is responsible to ensure that all persons to whom the confidential information are disclosed shall keep such content confidential and shall not disclose or divulge the same to any unauthorized person.
- 7.4 Any document supplied to the Consultant in relation to the Contract itself remain the property of Company and shall be returned to Company on completion of Consultant's performance under the Contract, if so required by Company. Notwithstanding the foregoing, Consultant may retain copy of confidential information pursuant to law, regulatory requirement and its normal document retention and electronic archiving policies. All information obtained by Consultant in the conduct of operations and the information/maps provided to the Consultant shall be considered confidential.

8.0 TAXES

- 8.1 Taxes levied as per the provisions of Indian Income Tax Act (excluding service tax and education cess) and any other enactment / rules on income derived / payments received under the Contract will be on Consultant's account.
- 8.2 The Consultant shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to services rendered under the Contract for submitting the same to the Tax authorities, limited to the Consultant and his affiliates / subsidiaries, on specific request from them.
- 8.3 Service Tax and Education Cess, as applicable, shall be on Company's account. Withholding tax, if any, shall be borne by the Consultant and the Company shall take no liability on this account. OIL in such case(s) shall make payment after deducting withholding taxes as per the provisions of the Indian income tax Act.
- 8.4 Corporate and personnel taxes of the Consultant and his personnel shall be the liability of the Consultant and the Company shall not assume any responsibility on this account.
- 8.5 Tax and GST clause (New regime): Enclosure 1 attached.

9.0 INSURANCE

- 9.1 The Consultant shall arrange insurance to cover all risks / liabilities of any kind and as may be required by any applicable government or appropriate bodies in respect of

their personnel, belonging to the Consultant or its affiliates / subsidiaries, during the tenure of the Contract. OIL in no way will be responsible or liable on this account.

10.0 CHANGES

- 10.1 During the performance of the work, Company may make a change in the Services to be provided by agreement within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the work to be performed. Consultant shall perform the work as changed. Changes of this nature will be effected by written order (Change Order) by the Company.
- 10.2 If any change result in an increase in compensation due to Consultant or in a credit due to Company, Consultant shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Such estimates shall be based on the rates shown in the respective Price Bid Format. Upon reaching an agreement as to the increase in compensation due to the Consultant or credit due to Company, as the case may be within the provisions of the Contract, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

11.0 INDEMNIFICATION

- 11.1 The Company agrees to indemnify and hold harmless, the Consultant and its Affiliates, and each of their respective partners, directors, employees from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "Claims") and any and all losses, damages, expenses, costs (collectively "Losses") which relate to or arise directly from the Engagement. Such Claims and/or Losses shall be reimbursed by OIL after final adjudication in accordance with Settlement of Disputes and Arbitration as provided under clause 23.0. The Consultant shall not be entitled for any reimbursement of any Claims and/or Losses to the extent that they are finally determined by the authority of competent jurisdiction to have resulted primarily from the Consultant's gross negligence.
- 11.2 The Consultant agrees to indemnify and hold harmless, OIL and its Affiliates, and each of their respective directors, employees from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "Claims") and any and all losses, damages, expenses, costs (collectively "Losses") which relate to or arise directly from the Engagement. Such Claims and/or Losses shall be reimbursed by the Consultant after final adjudication in accordance with Settlement of Disputes and Arbitration as provided under clause 23.0. OIL shall not be entitled for any reimbursement of any Claims and/or Losses to the extent that they are finally determined by the authority of competent jurisdiction to have resulted primarily from the OIL's gross negligence.
- 11.3 In the event that the Consultant has the opportunity to settle any Claims with a third party relating to the Contract, it will give prior notice to the Company.
- 11.4 Both the parties shall at all times keep the other party informed of all material developments in relation to any claim, litigation, proceeding, investigation etc. in respect of which it is indemnified hereunder and shall consult with the other party in good faith in relation thereto.

12.0 CONFLICT OF INTEREST

- 12.1 The Consultant hereby represents and warrants that after signing of the Contract, it shall not take or not fail to take any action, which would affect the performance of its duties and obligations under this engagement or may cause a conflict of interest

to the Transaction as set out in the Contract. The Consultant shall keep OIL informed for any potential conflict of interest that has risen / may arise.

13.0 FORCE MAJEURE

- 13.1 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 word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Consultant) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 13.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 13.3 Should 'Force Majeure' condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the Contract rates shall apply for the first fifteen days. Either party will have the right to terminate the Contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

14.0 TERMINATION

- 14.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.
- 14.2 The Company may by giving seven (07) days written notice, terminate the Contract as specifically provided herein:
- a. If the Consultant becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any Agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
 - b. If the Consultant submits / had submitted false and / or incorrect statement to OIL which has a material effect on the rights, obligations or interests of OIL,
 - c. If the Consultant is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days (or such longer period as OIL may have subsequently approved in writing) following the receipt by the Consultant of OIL's notice specifying such breach;
 - d. If the team assigned to the engagement is changed by whatsoever reason and the Consultant fails to replace the similar suitable qualified persons of equivalent expertise, experience and specialty to the satisfaction of OIL;
 - e. If the Consultant fails to commence the Services or has without any lawful reason, delays the services beyond the delivery timeline.

- 14.3 The Consultant may by giving seven (07) days written notice, shall have the right to terminate the Contract as specifically provided herein:
- a. If the Company becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
 - b. If the Company is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days following the receipt by OIL of the Consultant's notice specifying such breach.
- 14.4 The Parties, for valid, authentic and justified reasons may also mutually decide to terminate the Contract on mutually agreed terms. The Party desirous of termination will intimate the other Party conveying its intension and justification to terminate
- 14.5 No termination under this section will affect any clause of the Contract which states that it shall survive termination. For the avoidance of doubt, clause regarding "Confidentiality", "Payment, manner of payment, Rates of payment & invoicing procedure", "Governing Law and Jurisdiction" "Indemnification" and "Settlement of disputes and Arbitration" will survive termination.
- 14.6 **CONSEQUENCES 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.
- 14.7 Upon termination of this Contract, all the data, information, material, records, documents, copies of opinions and advices, maps, tapes etc. available, received or generated by the Consultant in connection with the discharge of its obligations under the Contract shall become the sole and absolute property of OIL and shall be returned within fifteen (15) days subject to clause 7.4 above.
- 14.8 In the event of termination of contract, Company will issue Notice of termination of the Contract with date or event after which the contract will stand terminated.
- 15.0 **LIMITATION OF LIABILITY**
- 15.1 Notwithstanding any other provisions to the contrary in this Contract, except only in cases of wilful misconduct and / or criminal Acts, neither the Consultant nor the Company shall be liable to the other, whether in Contract or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs.
- 15.2 Notwithstanding any other provisions incorporated elsewhere in the Contract, the total aggregate liability of either Party in respect of the Contract, shall not exceed hundred (100%) percent of Contract Price, provided, however this limitation shall not apply to the cost to re-perform to rectify deficient services by the Consultant.
- 16.0 **CONSEQUENTIAL DAMAGE:**
- 16.1 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 affiliates or subsidiaries.

17.0 EXTERNAL CONSULTANTS

- 17.1 External Consultants, aside the Consultancy services set forth in the Tender document, to which this Contract relates, may be appointed by the Company in connection with the Transaction. Consultant engaged by the Company, under this Contract, will work in close co-ordination with such other Consultants engaged by the Company.

18.0 LIQUIDATED DAMAGES

- 18.1 The Consultant shall adhere to the delivery timelines stipulated in the Tender relevant to the Contract or extension, if any, thereof. In the event of the Consultant's default in timely completion of the work within the stipulated period the Consultant shall be liable to pay liquidated damages at the rate of 1/2% of the total value of the Contract, per week or part thereof of delay subject to maximum of 7.5% of the total value of the Contract.
- 18.2 The period for levy of Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in the Tender to which the Contract relates or extension, if any, thereof. The Company, for breach of contract as stated in 19.1 above, may recover the liquidated damages as above from the Consultant

19.0 GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall be governed by and construed in accordance with Laws of India. The Indian courts in New Delhi shall have the exclusive jurisdiction.

20.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE

- 20.1 Company shall pay to Consultant, during the term of the Contract, the amount due 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.
- 20.2 **MANNER OF PAYMENT:** All payments due by Company to Consultant shall be made at Consultant's designated bank. All bank charges will be Consultant's account. To enable the Company to make e-remittance, the requisite format set in the Tender is to filled up / submitted along with the Bid.
- 20.3 The company will issue necessary work-order for the Services. On completion, the Consultant shall submit the Final report and shall invoice the Company after completion of the Services.
- 20.4 Consultant will submit three (03) set of all invoices to Company given address duly super scribed 'Original' and 'copy' as applicable for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by the Consultant for foreign currency and Indian currency.
- 20.5 Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 20.6 Company shall within 20 days of receipt of the invoice notify the Consultant of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.

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

21.0 **SET OFF**

21.1 Any sum of money due and payable to the Consultant under this Contract or any other Contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited for payment of a sum of money arising out of this Contract or under any other Contract made by the Consultant with Oil India Limited after giving seven (07) days' notice to the Consultant.

22.0 **SETTLEMENT OF DISPUTES AND ARBITRATION**

22.1 All disputes or differences, whatsoever arising between the Parties relating to the Contract or the breach thereof, shall be resolved amicably by good faith negotiation. In the event the dispute cannot be resolved within a time line of thirty (30) days, the Contract shall be subject to arbitration under the UNCITRAL Rules.

22.2 Notwithstanding anything to the contrary in such Rules, there shall be three arbitrators, one appointed by OIL, one by the Consultant and the third person by the two earlier appointed arbitrators.

22.3 The venue of arbitration, for both as stated in 22.1 above, shall be at New Delhi. The Award made in pursuance thereof, shall be binding on the Parties.

22.4 No aspect of any arbitration proceedings shall be made public by either party unless required by law, regulation, directive or request of judicial, legislative or regulatory body.

23.0 **NOTICES**

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

COMPANY

Executive Director (BD)
OIL INDIA LIMITED
Plot No.19. Sector - 16A.
NOIDA - 201 301
Tel No. 91-0120-2419130

Consultant

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

24.0 **REPORTS AND VERIFICATION**

24.1 The Consultant shall, at all times, permit the Company and its authorized representatives to scrutinize / verify methodology in connection with the said services, subject to the Consultant's internal policies and procedures. The Consultant shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

25.0 **SUBSEQUENTLY ENACTED LAWS**

25.1 Subsequent to the date of submission of Advisers bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost / reduction in cost to Consultant on account of the operation under the

Contract, the Company / Consultant shall reimburse / pay Consultant / Company for such additional / reduced costs actually incurred.

26.0 ACCESS

- 26.1 Company agrees to provide to the Consultant all information requested by the Consultant and considered reasonable, appropriate, proper and necessary by the Parties for the purpose of the Contract. In performing its services hereunder the Consultant shall be entitled to rely upon and assume the accuracy and completeness of all information that is available in the PDR / VDR and of all information that has been furnished to the Consultant (or its Affiliates or subsidiaries) by the Company or its authorized representative(s) or the Seller. The Consultant shall exercise its professional judgment in the assessment and use of such information in the interest of OIL. Further, in assessing this information, the Consultant would act in line with the international norms expected of an Consultant of similar standing. In addition, OIL agrees to promptly inform the Consultant of any material, event or change that comes to the knowledge of OIL as may be relevant to the Contract, during the term of the engagement

27.0 WAIVER & AMENDMENTS

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

28.0 SEVERABILITY

- 28.1 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 those provisions shall remain binding on the parties hereto.

29.0 INTELLECTUAL PROPERTY RIGHTS

- 29.1 While performing the Work for the Company, Consultant may utilise expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are the Consultants exclusive property and which Consultant may freely utilize in providing services for its customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, Consultant does not develop any intellectual property for ownership by the Company. Consultant retains sole ownership of any such intellectual capital (including intellectual property) which may be created during the course of the services.
- 29.2 But any data pertaining to the Asset will not be disclosed to any third Party and the confidentiality clause shall be strictly adhered to in this regard.

30.0 MISCELLANEOUS PROVISIONS

- 30.1 Consultant including their personnel, Affiliates or Subsidiaries shall comply will all laws, regulations and requirements of local or other authority in the Country where the Services are to be performed / target is located, to the extent that any provisions of this Contract would cause any Party to violate or be penalized under the specified laws, that provision shall not apply, shall not be enforceable and shall not be interpreted as part of this Contract.

30.2 The Consultant shall be responsible for payment of all taxes, duties and charges assessed or levied by local or other authority in the Country where the Services are to be performed / target is located.

31.0 **PUBLIC ANNOUNCEMENTS**

The Consultant shall not directly or indirectly issue or make any public announcement or statement regarding the Engagement / or Transaction unless prior thereto it furnishes OIL with a copy of such engagement or statement and obtains the prior written consent (which shall not be withheld unreasonably) except such announcements which are necessary of any applicable law or regulation or court order.

32.0 **FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONSULTANT
(For Supplies/ Services during GST Regime i.e., New Tender)**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. 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.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
9. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

(END OF SECTION-IV)

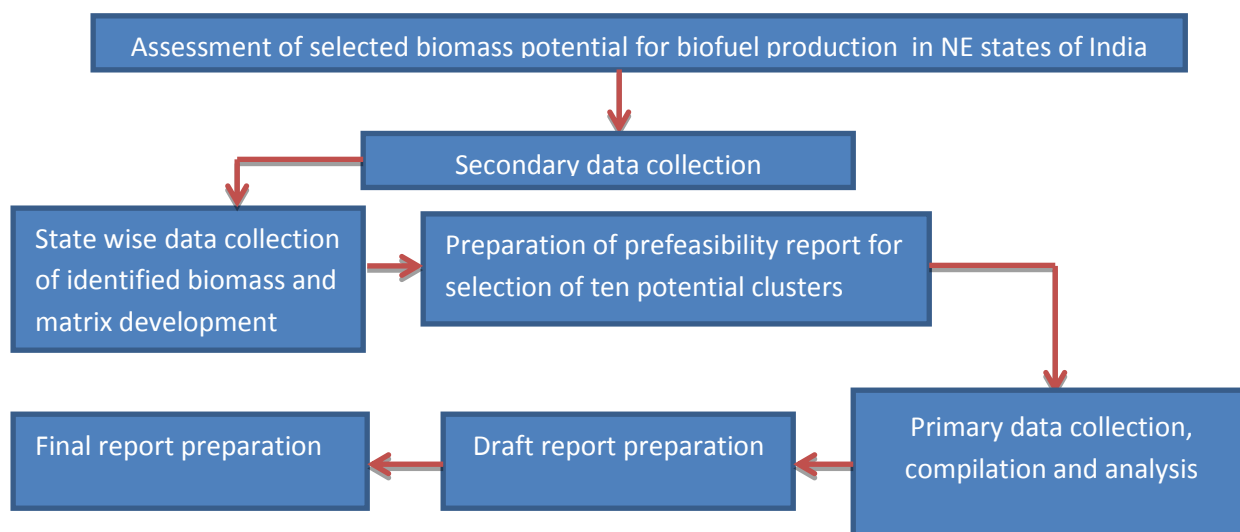
SCOPE OF WORK / TERMS OF REFERENCE**Objective**

The overall objectives of the proposed study are to investigate the potential of different types of biomass and techno feasibility study for biofuel plants in North Eastern (NE) states of India. The details objectives of the proposed work are as follows:

1. Assessment of availability of various types of biomass i.e. Paddy, Wheat, Maize, sugarcane (bagasse and leaves), bamboo, elephant grass, water hyacinth, tiger grass, rubber seed, organic fraction of municipal solid waste (OFMSW) etc. in various districts of NE region. Further, selection of ten potential clusters in the region in consultation with OIL India for detailed feasibility study.
2. Preparation of a detail feasibility report in selected clusters for the biofuel plants
3. Estimation of surplus biomass residues available in the selected clusters and their landed cost to the plant locations.
4. Characterization of surplus biomass in terms of Gross Calorific Value (GCV) & moisture contents.
5. Collection and delivery mechanism for biomass to the biofuel plant
6. Analysis and report preparation.

Proposed methodology

The proposed methodology for the study would include the data collection (primary and secondary), followed by analysis and the preparation of report. The primary data collection will be carried out through field visits to the selected sites whereas secondary data will be gathered from respective states, district departments, published reports/studies/ literatures/Biomass polices, state nodal agencies and other stakeholders. The schematic plan of proposed methodology is given in Figure 1.



Pre-feasibility study and identification of potential cluster

Pre-feasibility study to be carried out primarily through secondary research. Information regarding availability, production, and current utilization practices of selected biomass in the north-eastern regions will be collected from associated Government departments, state nodal agencies and in consultations with other stakeholders through email, telephonic conversations and to be validated by field visits. With the help of secondary data, a complete matrix of selected biomass will be developed. The format of matrix may be like as mentioned in the table 1.

S t a t e		Type of biomass									
		P a d d y	W h e a t	M a i z e	S u g a r c a n e	B a m b o o	T i g e r g r a s s	E l e p h a n t g r a s s	R u b b e r s e e d	W a t e r h y a c i n t h	O f M S W (i n p o t e n t i a l c i t y)
	Assam										
	Arunachal Pradesh										
	Manipur										
	Meghalaya										
	Mizoram										
	Nagaland										
	Sikkim										
	Tripura										

These formats are the indicative formats which can be improvised during the course of execution of the project in consultation with OIL.

Strategy for identifying the potential cluster

In order to identify the clusters, the potential biomass available areas of the states will be identified. The criteria for identifying the potential cluster would include:

- Resource (biomass) availability and sustainable supplies in the target cluster.
- Current utilization of biomass in the clusters

Based on the above analysis a comprehensive pre-feasibility report is to be prepared by ranking the potential clusters and top ten clusters to be identified in close consultations with Oil India for further detailed feasibility studies.

Detailed feasibility Studies of identified clusters

Detailed feasibility study to be carried out primarily through primary research. The primary research will include deciding the sample size of each identified clusters followed by field visits and focused group discussions. It is proposing to include 5 samples (locations) from each cluster for

primary study. A draft schedule will be designed to capture total quantum of surplus (production minus consumption) biomass types in proposed clusters and shared Oil India for suggestion and inputs. Thereafter the final schedule will be used as tools to estimate cluster wise biomass distribution in different sectors. Thus generated primary data will be verified through interviews (in-person/telephonic) with the users, industrial associations and local biomass suppliers.

Focussed group discussions with various agro residue based industries, farmers, traders and biomass-based industries, interviews on sample bases with concerned stakeholders will be conducted to get the information of biomass production and consumptions patterns. The information will include annual biomass production/consumption, seasonal availability of biomass, relevant factors associated in biomass supply chain, etc.

These activities intended to would generate following information:

- Utilization of selected biomass by villagers for animal fodder, household use, composting and other domestic purpose and its impact on availability of quantum of biomass and price of it.
- Utilization of biomass for other commercial and industrial purposes in the cluster and study the price structure of biomass and competitive use of biomass therein.
- Evaluate seasonal and annual availability of biomass and its impact on pricing of biomass in the vicinity of biofuel plant project.
- Best practices for collection, storage and supply of biomass to the Biofuel plants and biomass supply arrangement.
- Cost for collection, storage, processing (size reduction, drying, baling etc.) and transportation of biomass from the field to the plant site and the landed cost per metric tonne of biomass.
- Provide ranking to best suitable feedstock/biomass for biofuel (Bio-ethanol, Bio-CNG & Bio-diesel) production. The following parameters would be considered for providing the ranking;
 1. Sustainable biomass availability and their landed cost to the plant location.
 2. Biofuels production potential in selected biomass
 3. Conversion efficiency of the technology
- Comparison with any similar international plant & practices

Data analysis and report writing

The primary and secondary data will be compiled and analysed to calculate the surplus biomass in selected clusters for bio-fuel potential. The biomass availability for bio-fuel generation will be tabulated cluster wise. The biomass residue availability depends mainly on harvesting practices prevalent in a particular region. The Biomass production and its surplus availability will be focused on industrial and domestic sectors. The annual biomass residue generation from different identified biomass is worked out as

$$\text{Biomass production} = \text{Total quantity of production} \times \text{crop to residue ratio}$$

The agro- residues generated and its utilizations in NE India as fuel, fodder, manure and other consumptions will also be estimated. The surplus availability of biomass residue will be calculated as

$$\text{Surplus biomass} = \text{Total residue production} - \text{Demand (Fuel + Burning + other use)}$$

The analysed data will be presented in tabular form having the details of selected biomass types and its applicability to various biofuel production process.

Draft detailed feasibility report

A draft feasibility report will be prepared based on the survey and analysis of results. The report will be submitted to the Oil India for review and comments. Feedback will be appropriately incorporated in the final report.

Final detailed feasibility report

The final report will be submitted within the agreed time frame from date of obtaining the feedback from Oil India on the draft feasibility report.

Work plan/Project schedule

The total time required to complete the project is estimated to be around seven (7) months. The fortnightly break-up of the timeline is indicated in the following table.

Sl. No.	Activity	Timeline (Fortnightly)													
1	Prefeasibility study - Secondary data collection and development of selected biomass matrix-State wise														
2	Submission of prefeasibility report and selection of ten potential clusters														
3	Detailed feasibility study - Primary data collection - questionnaire preparation, field survey /interaction with stakeholders of the selected clusters														
4	Detailed feasibility study - Compilation of data and analysis of the selected clusters														
5	Detailed feasibility study - Submission of draft detailed feasibility report of the selected clusters														
6	Detailed feasibility study - Submission of final detailed feasibility report along with techno-economic feasibility and locations.														

Deliverables

A comprehensive study report on availability of surplus biomass for biofuel production in North East region of India would be an outcome of the study.

1. Preparation of pre-feasibility report for selection of potential clusters
2. Draft detailed feasibility report on availability and price of surplus residue biomass in the selected clusters and its landing price at plant site.
3. Detailed and reasoned analysis with consideration of suggestions/objections from the experts of Agricultural sectors, Govt. officials of agricultural department, forest department, energy department and the Commission.

4. Final detailed feasibility report for development of Biofuel plants in the selected clusters based on the preliminary study along with techno-economic feasibility and locations.

Transfer of knowledge and training to the staff of company

While carrying out the task, OIL team should be fully involved and make part of the team. The consultant shall share the data and details with the OIL team. The consultant shall provide detailed training in the subject matter if so desired by the OIL at OIL's cost.

(END OF SECTION-V)

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 exempted from submission of Bid Bond? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether quoted offer validity of 60 (Sixty) days from the original date of Technical bid opening?	Yes/ No
5.0	Whether all BEC/BRC clauses accepted?	Yes/ No
5.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
5.2	Whether Undertaking submitted as per Annexure-I 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 along with the 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-VI)

SCHEDULE OF RATES AND PRICES

Sl. No.	Description	Unit	Professional Fee (INR)
a	Fee for assessment study of Biofuel (Biofuel, Ethanol and CBG) in North East India, as per the Scope of Work / Terms of Reference stipulated in Section – V of the Tender document	Lump sum	
	Total		

Notes:

a. Professional Fee in respect of (a) above, shall be the all-inclusive consolidated fee for work completion, as per the Scope of Work / Terms of Reference as detailed in Section - V of the Tender.

b. The professional Fee is inclusive of all applicable Taxes, excluding GST. Applicable GST shall be to OIL's account. Necessary taxes / TDS, as per applicable Indian Income Tax Rules will be deducted by OIL.

c. The Payment schedule shall be as follows:

- 30% of the Contract price on submission of prefeasibility report and selection of potential clusters.
- 40% of the Contract cost on submission of draft detailed feasibility report of the selected clusters
- Balance 30% of the Contract cost on submission of final detailed feasibility report along with techno-economic feasibility and locations of plants.

d. 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. The Consultant shall submit the invoice(s) in duplicate.

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.

f. The quoted Fee shall not be subject to any escalation and shall remain firm throughout the Contract period. Any charges for outside professional assistance, if hired by the Consultant, shall not be payable by OIL.

g. Performance Security: Nil

(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 ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or

immaterial benefit which 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.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

(2) The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

(END OF SECTION-VIII)

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. 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 all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But 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. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. 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.

11. 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.

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

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. 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.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required 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 prevailing relevant Acts/Rules/Regulations.

23. 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.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(END OF SECTION-IX)

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is executed on..... ' 20__ between

M/s.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, 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 "ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA". 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 20__.

M/s.....

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

(END OF SECTION-X)

**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 E-Tender No. CLI3223L20 Dated 02.12.2019

To,
The CGM (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)

BID FORM

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

Sub: E-Tender No. CLI3223L20

Gentlemen,

Having examined the General Terms & Conditions, Special Conditions of Contract, Scope of Work & Other Conditions of Contract and Schedule of Rates including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE WHILE SUBMITTING ALONG WITH UN-PRICED TECHNO-COMMERCIAL (TECHNICAL) BID”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 60 days from the original date fixed for Technical Bid opening 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 _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH 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 NOTE-II UNDER
CLAUSE 1.2 OF BEC/BRC OF TENDER NO. CLI3223L20**

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 BEC-BRC)

(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:

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

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

Sir,

Sub: E-Tender No. CLI3223L20

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **E-Tender No. CLI3223L20** for **ENGAGEMENT OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL (BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: E-Tender No. CLI3223L20

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 **E-Tender No. CLI3223L20** for **ENGAGEMENT
OF CONSULTANCY SERVICE TO CARRY OUT ASSESSMENT STUDY OF BIOFUEL
(BIODIESEL, ETHANOL AND CBG) IN NORTHEAST REGION OF INDIA** 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:

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

M/s. OIL INDIA LIMITED,

C&P DEPARTMENT,

PLOT NO. 19, SECTOR-16A, NOIDA-201 301, UTTAR PRADESH

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the

said Bank this ____ day of _____ 20____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Validity of Bank Guarantee should be as specified in the tender document.

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of 20__, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of Award dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This form of Agreement,
 - b) The Scope of Work and other Special Terms & Conditions, The Schedule of Rates and Quantities, The General Conditions of Contract.
 - c) The Letter of Award under our letter Ref No The signed Integrity Pact.
 - d) Tender No..... with all addendum / corrigendum, if any.
 - e) Bid submitted by the Consultant against the Tender No.....
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the 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.

By the said Name _____

On behalf of the Contractor in the presence of:

- END OF TENDER -

E-TENDER NO. CLI3223L20

ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES:

SRL. NO.	Name of the Parties
1	M/s. The Energy and Resources Institute (TERI), New Delhi
2	M/s. NABARD Consultancy Services Pvt Ltd, New Delhi
3	M/s. Praj Industries Ltd, Pune