



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Business Development Department
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Noida – 201301, U.P.
Phone: 8876752701
E-mail: jyoti_sarkar@oilindia.in
Website: www.oil-india.com

Date: 27.05.2022

FORWARDING LETTER

M/s _____

Sub: Invitation for Bids (IFB) No. CQI-0420-L23 for Engagement of consultant to carry out due diligence of 20 MW Solar Power Project of APGCL at Namrup, Assam

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.
- 2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Engagement of consultant to carry out due diligence of 20 MW Solar Power Project of APGCL at Namrup, Assam**. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i) IFB No./ Tender No.	CQI-0420-L23
(ii) Type of IFB	Single Stage Composite Bid System.
(iii) Bid Closing Date & Time	03.06.2022 at 15-00 hrs (IST).
(iv) Bid Opening Date & Time	03.06.2022 at 15-30 hrs (IST).
(v) Bid Submission Mode	Bid should be uploaded on-line in OIL’s E-Procurement portal.

(vi) Bid Opening Place	Conference Room, BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201 301 UTTAR PRADESH
(vii) Bid Validity	60 days from Bid Closing date.
(viii) Duration of the Contract	1 year from the date of LOA
(ix) Quantum of Liquidated Damage for Default in Timely Delivery of Deliverables as per SOW	As defined in the tender.
(x) Bids to be addressed to	Manager (BD), BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201 301 UTTAR PRADESH
(xi) Performance Bank Guarantee	Not Applicable

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 3.2 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Benefits for MSE bidders will not be applied to the bidder if the valid copy of MSE/NSIC/SSI/Udyog Aadhar certificate is not uploaded with the techno-commercial bid. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.3 Bidders to utilize the user-id / password issued to them to view the NIT and submit their bids on OIL's e-tender portal.

4.0 **IMPORTANT NOTES:**

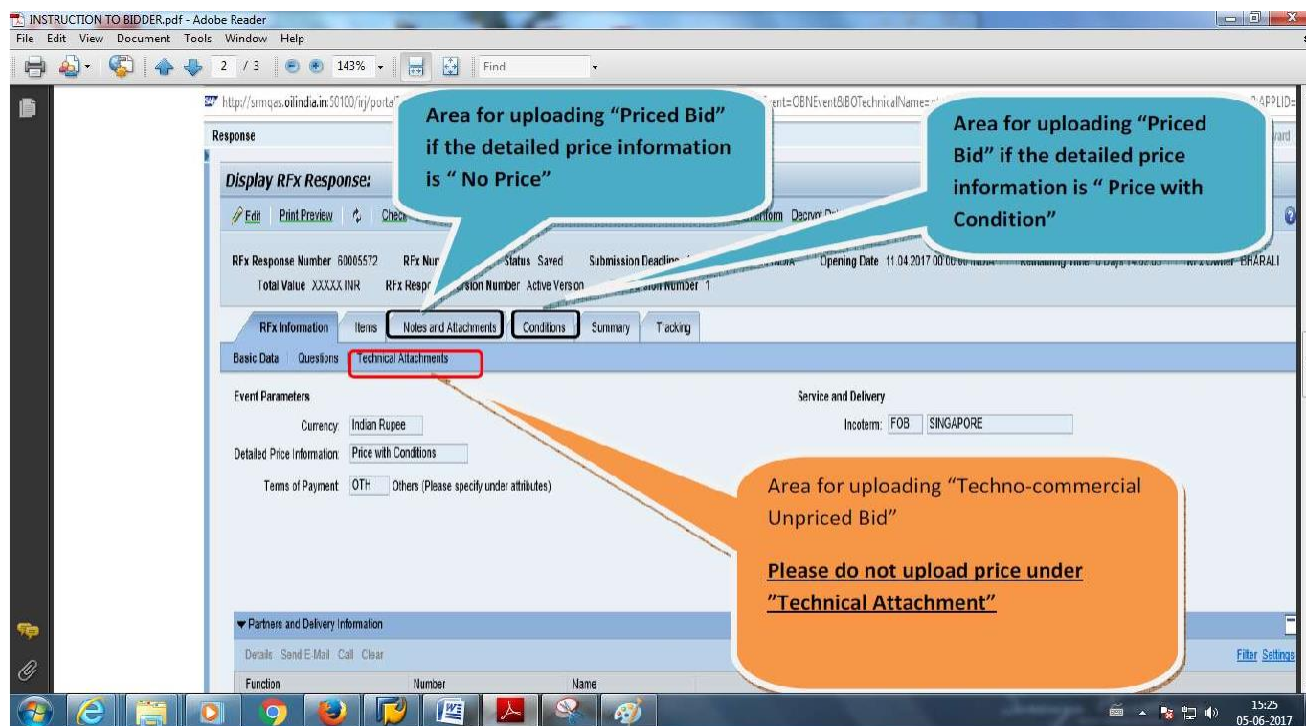
- 4.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and addressed to Manager (BD), BD Department, OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

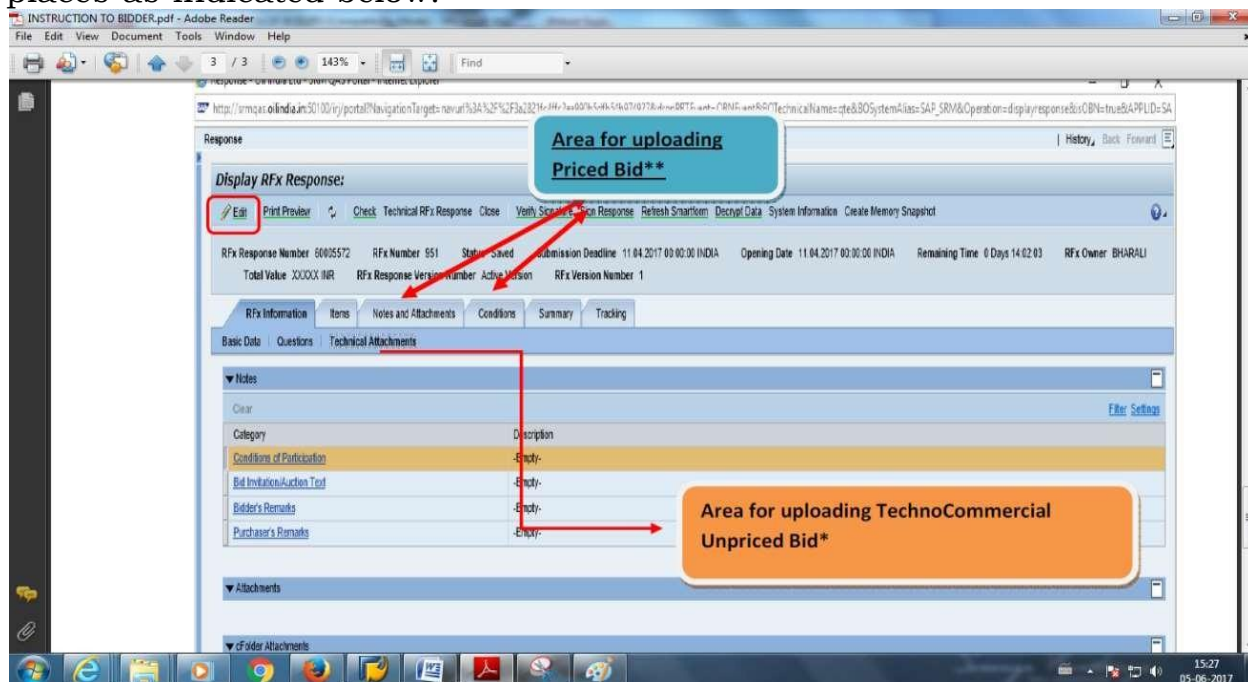
a) Power of Attorney for signing the bid.

The above document, must be received at OIL's BD Department at Noida on or before 15.00 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the documents shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site before 3:00 PM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at Conference Room, Business Development Department in presence of the authorized representatives of the Bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected.



On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated below:



***The “Techno-Commercial Un-priced Bid” shall contain all techno commercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

Note :

* The “Technical Un-priced Bid” shall contain all techno-commercial details **except the prices.**

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension.**SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Jyoti Sarkar)

Manager (BD)
For Executive Director (Business Development)

PART-1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity & Duration of contract
 - (vii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely delivery
- (b) Instructions to Bidders,
- (c) General Conditions of Contract,
- (d) Scope of Work
- (e) Schedule of Rates/Price Bid Format, (PROFORMA-I)
- (f) Bid Form, (PROFORMA-C)
- (g) Statement of Compliance, (PROFORMA-E)
- (h) Agreement Form, (PROFORMA-G)
- (i) Authorisation for Attending Bid Opening, (PROFORMA-D)

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

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 bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services offered.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Copy of Bid-Form **without** indicating prices in PROFORMA-C
- (iv) Statement of Compliance as per PROFORMA-E
- (v) Copy of Priced Bid **without** indicating prices (PROFORMA-I)
- (vi) Undertaking as per Annexure-X.

(B) PRICED BID

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

- (i) Price-Bid Format as per PROFORMA-I
- (ii) Bid Form as per PROFORMA-C

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

7.0 BID FORM:

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

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid

format available in OIL's E- Tender Portal in "Notes & Attachment" Tab.

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

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

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in **Indian Rupees** only and payment will be made accordingly in Indian Rupees.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 Requisite supporting documents regarding the technical and commercial bid to be submitted along with the bid.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain **valid for 60** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non- responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 60 days from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity.

12.0 SIGNING OF BID:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder as mentioned in Para 13.1 below.

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

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

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

12.3 Any person signing the Bid or any other document in respect of this Bidding 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.

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

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

13.0 SUBMISSION OF BIDS

13.1 The tender is processed under single stage - Composite bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e- tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**HELP DOCUMENTATION**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno- Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-I should be uploaded as Attachment just below the "Tendering

Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. The priced bid **should not be submitted in physical form** and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name” and should be submitted to Manager (BD), BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201301, UTTAR PRADESH on or before 15.00 Hrs (IST) on the bid closing date indicated in the IFB :

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

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

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

13.3 Timely delivery of the documents in physical form as stated in Para 13.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

13.5 Bidder has to categorically sign and upload the Undertaking as per **Annexure-X** attached along with the techno-commercial bid in e-tender portal.

14.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:
Not Applicable for this tender.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

the submission dead line.

15.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 15.00 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment for a period of two(02) years from participation in future tenders of OIL.

18.0 EXTENSION OF BID SUBMISSION DATE:

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

19.0 BID OPENING AND EVALUATION:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **PROFORMA-D**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.

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

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

19.9 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.

19.10 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.

19.11 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 Condition (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.

20.0 EVALUATION AND COMPARISON OF BIDS:

Price bids will be evaluated based on the total value quoted by the bidders in the Price Bid Format. The Bidders are requested to quote for all the line items.

20.1 DISCOUNTS / REBATES:

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

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

21.0 CONTACTING THE COMPANY:

21.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.5**.

21.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the

rejection of their bid.

AWARD OF CONTRACT

22.0 AWARD CRITERIA:

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

23.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

24.0 NOTIFICATION OF AWARD:

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

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

25.0 SIGNING OF CONTRACT:

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

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

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

27.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have

any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

28.0 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.

29.0 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:

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

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

MSEs:

- a) Udyam Registration Number with Udyam Registration Certificate.

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

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

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 Indian Goods and Services Tax, 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.

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.

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SCOPE OF WORK

1. TECHNICAL

1.1 Documentation Review:

- a. Verification of required system documentation as per IEC standards
- b. Technical review of equipment installed / planned to be installed and its warrantee/ guarantee etc.
- c. Review of Project Agreements and its compliance such as PPA, Power evacuation, Land documents
- d. Study the status of various statutory clearances obtained
- e. Study the status of land title.

1.2 Site Inspection:

- a. Physical Inspection and verification of the plant site.
- b. The consultant will verify the type and duration of planned Operation and Maintenance (O&M) contract for the overall plant.
- c. To check and verify whether maintenance contracts are planned pertaining to the major equipment of the plant.
- d. To verify compliance to CERC'/RERC's Scheduling & forecasting regulations.
- e. Check and verify planned water supply arrangement for cleaning of PV modules and check availability of potable water.
- f. Planned methodology and frequency of Module cleaning

1.3 Performance Assessment:

- a. Grid Network Assessment (Power Evacuation from the Project), Grid stability and future expansion plans.
- b. Review of Resource and Annual Energy yield forecast
- c. Review of Performance Ratio (PR) based on instantaneous data as well as one month / year historical data, if available.
- d. Auxiliary power consumption and losses at different stages

2. FINANCIAL

2.1 Obtain and review of copies of the entity's audited financial reports (Balance sheet, Profit and Loss Account, audit reports etc.), cost audit report and tax audit reports to the extent applicable for the last three years and most recent interim period. Analyze the reports, statements etc., identify and discuss with management, when applicable, matters such as:

- a. Significant and/or unusual accounting policies, with their impact on financial

statements

- b. Accounts that involve a significant amount of judgment,
- c. Change in accounting principles, policies, procedures, practices and estimates,
- d. Unusual or non-recurring items,
- e. Financial and tax reporting requirements, if any.

2.2 Inquire as to whether audits or audit procedures (either external or internal) have been performed on the Company during the historical period. Analyze:

- a. Areas of concern if any,
- b. Accounting and auditing issues,
- c. Significant accounting judgments made,
- d. The existence of contingent and/or unrecorded liabilities,
- e. Adjustments made or proposed in conjunction with closing the year-end accounts,
- f. Un recorded adjustments and;
- g. Obtain and read management letters issued by the independent accountants, internal auditors or auditors.

2.3 Analyze the accounting/ finance related statements submitted to Govt./ Govt. agencies by the company or other periodical statements issued by the company.

2.4 Review of Work Programs and budget and report on slippages/ variance. Obtain schedule of all significant elements of the operating expenditure and analysing the trends along with determining the reasons of unusual behaviours. Also, obtain and analyse the transportation expenditure and its trends and reasons.

2.5 Analyze the different components of revenue and the different segments of sale. Also, include analysis of 'Other Income' and its trends, if any. Inquire any perceived bottlenecks which may affect the revenue flow or operations of the company in a significant manner.

2.6 Assess all contingent liabilities and contingent assets as on date, including pending capital or other financial commitments and guarantees initiated /likely to be initiated against the Company. Review of any off the balance sheet liabilities associated with Working Interest

2.7 Assess all associated risks and matters which may have financial implication

2.8 Evaluate ownership of the assets, particularly those, which are booked in the accounts of JVs/company. Obtain an understanding of the fixed asset capitalization and depreciation policies. Details of disposal, discard of the assets and the accounting of the same is to be seen. Also to check and verify whether insurance coverage is taken for all assets and properties concerning the project.

- 2.9 Obtain and analyse a list of significant capital and operating lease obligations, including (i) date of lease, (ii) lease term and (iii) payment terms.
- 2.10 Assess the third party facilities, agreements (Power Purchase Agreement etc), tariffs etc.
- 2.11 Obtain and analyze accounts receivable as of the historical balance sheet dates. Inquire about any unusual reconciling item(s), if applicable.
- 2.12 Obtain and analyze in details all other significant current asset accounts and assess recoverability and appropriateness of accounting treatment. Analyze collectivity of the GST or other applicable taxes receivable balance. Evaluate treatment of deferred exchange losses included in other non-current assets, to the extent applicable.
- 2.13 Obtain an analysis of accrued liabilities at the historical balance sheet date. Analyze if the liabilities have been recognized in accordance with generally accepted accounting principles. Obtain status of subsequent payments of significant account payable balances.
- 2.14 Based on management discussions and other procedures, analyse whether any excess reserve amounts have been reversed into operating results during the historical period. Further, inquire of management as to the existence of any unrecorded liabilities or contingencies not otherwise disclosed
- 2.15 The Consultant may examine and advise OIL for taking any insurance (and the likely premium), related to the risk associated with the investment and suggest modalities for such provision.
- 2.16 The consultant should provide a closing statement of assets and liabilities relating to the target asset
- 2.17 Carry cost if any and the exact amount should be captured and reported in the report indicating the timeline for recovery of the same
- 2.18 The accounting treatment relating to the acquisition in the account of OIL and its subsidiaries should also be provided.

3 Tax Due Diligence:

- 3.1 Applicable Fiscal regime to the company, target asset, contracts
- 3.2 Assess and advise on the direct and indirect tax laws/provisions applicable, tax liability and financial implication, if any, out of this transaction currently and in future.
- 3.3 The consultant shall also advise the tax laws and provisions, tax liability and financial implication, if any, on OIL arising due to any other reason other than as mentioned

in para above out of this transaction currently and in future.

- 3.4 The historic tax liabilities of company including corporate taxes, VAT/GST, payroll tax and any other tax, including a review of copies of tax returns and correspondence with the relevant authorities for the last three years.
- 3.5 Details of any tax matters in dispute or matters of which the company are aware that may be contentious;
- 3.6 Details of any tax losses or credits carried forward by the company;
- 3.7 An analysis of the current and deferred tax provisions in the most recent audited financial statements of the company and a review of the adequacy of these provisions;
- 3.8 Details of any recent acquisitions or disposals of any companies, businesses or assets including details of any tax warranties and indemnities given or received;
- 3.9 Review and report on Tax compliances, financial regulatory authorities etc.
- 3.10 Details of any tax matters in dispute or matter which may be contentious and likely to have an impact on financial performance/ evaluation of the asset.
- 3.11 The Consultant shall explore and suggest all options available to OIL for the financial structuring of the deal, leveraging options available, routing of investment, the extent of acquisition and the proposed mechanism of payment of consideration. The characteristics of each option would be evaluated based on, but not limited to parameters like cost, security requirements, quantum, regulatory guidelines, etc.
- 3.12 The asset would be acquired under company transfer. The consultant will advise on the tax implication on OIL as applicable related to investment, income, dividend, interest payments, profit etc.
- 3.13 The Consultant should review the use of Total Purchase Consideration as the opening balance for capital allowance
- 3.14 Any tax applicable to the transaction (VAT/GST, capital gain tax etc.) and payable by which party (seller / buyer)?
- 3.15 Views on retrospective amendments to tax / fiscal regime in the country and mitigation mechanisms

4 LEGAL DUE DILIGENCE

- 4.1 Review of all ongoing litigation, arbitration, court cases including under conciliation, statement of claims against the Seller and the target/ assets pertaining directly to the properties / asset(s), including its subsidiaries / JV companies and judgments awarded against the Seller by and before any Court of competent jurisdiction, quasi-judicial, Regulatory Authority and administrative proceedings, and its legal and financial implications thereof.

- a. Work alongside the Financial and Accounting advisors on the overall structure of the transaction and the legal status of the acquisition vehicle, to include:
 - b. Evaluating and recommending viable alternatives available to OIL for the financial structuring of the transaction, routing of investment and the proposed mechanism of payment of consideration. The characteristics of each alternative should consider, but are not limited to, parameters such as cost, security requirements, limitations, complexity, regulatory guidelines, etc.;
 - a. The consultant will also advise on all tax related issues as detailed above for direct investment.
- 4.2 Review and analyze the rights, liabilities and obligations of the Seller and the target under all:
- a. material contracts;
 - b. annual audited reports;
 - c. loan documents (only to the extent necessary to verify title of the offered asset(s));
 - d. material contracts entered into with suppliers, contractors, consultants, creditors etc. related to the offered asset(s);
 - e. Any other information and documents made available by the Seller, with respect to the Seller, its asset(s) and the project operating agreements; and
 - f. any other documents or information which in the judgment of the consultant are significant or relevant to this transaction.
- 4.3 Ascertain whether the Seller is complying with the relevant laws of insurance cover of the asset(s). Whether all the assets are sufficiently covered by the insurance protection and the date of expiry of major insurance covers.
- 4.4 Examine all warranties and representations given by the Seller or its subsidiaries / joint venture companies, to all its lenders, contractors etc.
- 4.5 Ascertain whether all the records are being maintained related to the asset(s) in terms of relevant rules and provisions.
- 4.6 Analyze, examine and report the legal risks and liabilities which OIL will assume pursuant to its acquisition and suggest risk mitigation strategies for minimizing the impact of such risk.
- 4.7 Identify, examine and report on intellectual property rights and / or outstanding patent disputes, if any, relating to the offered asset(s).
- 4.8 Examine and report all labor disputes, claims, strikes or work stoppages affecting any portion of the asset(s) offered by the Seller.

- 4.9 Ascertain whether the Seller has all the relevant approval in force from the respective governmental agencies to carry out the work as envisaged in the asset(s).
- 4.10 Ascertain whether the Seller has committed any violation of the Environmental Laws with respect to the asset(s) in question.
- 4.11 At the request of management and/or Board of Directors, attend management meetings to discuss any aspect of the acquisitions.
- 4.12 Any other related or incidental matters which have legal and / or financial implications and are required to be attended as part of the due diligence exercise for such kind of transaction and / or as may be requested by the Transaction Advisor.
- 4.13 Assist in the preparation of key transaction documentation including: corporate / asset sale and purchase agreements, and any other agreements related to the offered asset(s) and / or their operations, including their revisions (Transaction Documents), between OIL and the Seller and / or all relevant subsidiaries. consultant to assume that the Seller will initially prepare the documents and that the consultant will review and negotiate the drafts prior to conclusion of the transaction.
- 4.14 Assisting in the preparation of other principle transaction documents such as its Letter of Intent, Memorandum of Understanding, Term Sheets and such other offer documents as may be required in the course of the acquisition.
- 4.15 Preparation of a title review of the Seller with respect to the asset(s) and / or interest in Target being presented for sale, including identifying and assessing any litigation pending before any forum challenging the title of the Seller.
- 4.16 Preparation of a legal review of the Seller and its legal rights to dispose of the asset(s) and / or interest in target.
- 4.17 Initiation of proceedings for transfer of the relevant asset(s), as the case may be and filing applications and documents for such transfer before appropriate legal authority(s) or any authority / body as the case may be.
- 4.18 Documentation for amendments to or novation of the all contracts / agreements wherever necessary or required, assignment agreements and any other agreements to reflect ownership position of OIL (if required).

DELIVERABLES:

- 1. The consultant is required to provide information and interact regularly with the Financial and Legal Advisors and other consultants, if any, engaged by OIL during the term of the agreement.
- 2. The data/information relating to the transaction may be available either in English or any other Indian language. The consultant is required to take care of any

translation need of the documents relevant to its assignments on its own in case the need arises. OIL will not pay/reimburse any extra amount in this regard.

3. The consultant shall prepare and submit two reports; interim report within **TWO** weeks of access to the data and final report within 1 week after receiving comments from OIL on the interim report submitted by the consultant. The final report will be in detailed form covering all the aspects stated in the scope of work and shall also include the observations/suggestions of OIL on interim reports. The Consultant shall in all cases adhere strictly to the timelines indicated by the target and the process.
4. The consultant shall prepare and submit the final reports acceptable to OIL after the completion of due diligence and evaluation as per the scope of work along with the recommendations. The consultant shall recommend a range of value for acquisition with the minimum and maximum limits within which OIL should bid for the asset.
5. The consultant must give one presentation at OIL's Corporate office, Noida after submission of the interim report. They may also be required to give a presentation at the FHQ, Duliajan, Assam before preparing the final report to the OIL Board of Directors.
6. All Deliverables including presentations shall be submitted in 03 (three) hard copies & 01 (one) soft copy (including excel models).
7. Notwithstanding the time lines as indicated above, the Consultant shall complete the job in time so as to meet the requirements set by the target and OIL from time to time for successfully completing the transaction.
8. The consultant shall assist OIL in finalizing and closing the acquisition process in all respect if OIL decides to acquire the target asset.

Payment Terms:

1. Payment for due diligence will be made as follows
 - a) 20% of the total contract value for due diligence will be released on submission of the draft report and the presentation to OIL officials.
 - b) 80% of the total contract value for due diligence will be released on submission of the final report with recommendation and presentation.
2. Payment against assisting OIL in acquisition of the asset will be released on completion of the acquisition process.

Tender No. : **CQI-0420-L23****SCHEDULE OF RATES AND PRICES**

Item No.	Item	Basic Price (INR)	SAC CODE	GST (INR)	Total Value (INR)
1	Professional Fees for Technical Due Diligence (A)				
2	Professional Fees for Financial & Tax Due Diligence (B)				
3	Professional Fees for Legal Due Diligence (C)				
4	Professional Fees for Assisting OIL in the process of Acquiring the Asset (D)				
	GRAND TOTAL	SUM OF (A+B+C+D)			

Note:

- (i) Price evaluation will be done on Grand Total value above. Bidders to quote for all the line items.
- (ii) Professional Fee in respect of (Sl No.1, 2, 3 & 4) above, shall be all - inclusive (including travelling, halting, boarding and lodging expenses etc.) consolidated fee for work completion, as per the Scope of Work
- (iii) The professional Fee is inclusive of all applicable Taxes, GST should be separately shown. Necessary taxes / TDS shall be deducted by OIL as per statutory provisions.

The Payment terms shall be as follows:

- a) 20% of the total value of the items 1,2 & 3 (Price Bid format) will be released on submission of the draft report of Technical, Financial & Tax, Legal diligence and the presentation to OIL officials.
 - b) 80% of the total value of the items 1,2 & 3 (Price Bid format) for due diligence will be released on submission of the final report with recommendation and presentation.
 - c) 100% Payment against assisting OIL in acquisition of the asset (Item 4) will be released on completion of the acquisition process irrespective of the outcome. However, OIL shall certify the completion of acquisition process before processing of payment.
- (iv) 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.
- (v) 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.

(vi) 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.

(v) Performance Security: Nil

BID FORM

To

**Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida**

Sub: IFB No. CQI-0420-L23

Madam/Sir,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

To,
Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida

Madam/Sir,

Sub: OIL's e-Tender No. CQI-0420-L23

We hereby authorise Mr. /Ms. _____(Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

_____ **Name:** _____

Designation: _____

Seal of the Bidder:

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

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)
Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

AGREEMENT FORM

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

_____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) General Conditions of Contract,
- (b) Scope of Work
- (c) Schedule of Rates/Price Bid Format (Proforma-I)
- (d) Agreement Form(Proforma-G)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Contractor Company

Name:
Status:
In presence of
1.
2.

For and on behalf of
(Oil India Limited)
(M/s. _____)

Name:
Status:
In presence of
1.
2.

* Bidders are NOT required to complete this form.

LETTER OF AUTHORITY

To,
Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida

Madam/Sir,

Sub: OIL's IFB No. CQI-0420-L23

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

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

Yours Faithfully,

Authorised Person's Signature: _____

_____ **Name:**__

_____ **Designation:** _____

Seal of the Bidder:

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

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ **Dated** _____

To,
Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, 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)