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Web Site: www.oil-india.com

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

Tender No.	CQI1296L23 Dated 18.08.2022
Description of Work / Service	<u>Engagement of Legal Consultant to carry out legal due diligence for preparation of detailed business case for OIL for obtaining the stakes in an entity engaging in the business in green hydrogen domain</u>
Type of Bid	Limited E-Tender Under Single Stage Single Bid (Composite) System
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Closing Date & Time	02.09.2022(14:00 HRS : Server Time)
Technical Bid Opening Date & Time	02.09.2022(14:30 HRS : Server Time)
Priced Bid Opening Date & Time	02.09.2022(14:30 HRS : Server Time)
Bid Opening Place	BD Conference Room, Ground Floor, Oil House, Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
Bid Validity	Minimum 90 days from the original date of Technical bid opening
Bid Security (EMD)	NIL. However, bidders to submit a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
Bid Security Validity	N.A.
Integrity Pact	Applicable
Amount of Performance Security	N.A.
2.0 No physical Bid documents will be provided.	
3.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).	
4.0 The details of IFB / Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.	

E-TENDER NO. CQI1296L23

5.0 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.

(Jyoti Sarkar)
Manager (BD)
For Executive Director (BD)

DATE: 18.08.2022

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FORWARDING LETTER

- 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 OIL has received a proposal for equity participation in the target company. The target company is a newly incorporated joint venture company in India, established by an Indian company along with overseas partners and claims about having the capability to manufacture of electrolyzers. It shall be a bilateral transaction between Target (Seller) and OIL. It is not under competitive sale process. The corporate office of the target company is in India.
- 3.0 OIL is also engaging two other consultancy service providers for "Valuation and Tax Due Diligence Services (Tender No. CQI0755P23)" and "Transaction Advisory Services (Tender No. CQI0840P23)". The Legal advisory services shall have to work in association with the other two, as required, to complete the transaction.
- 4.0 In connection with the above, OIL INDIA LIMITED invites Limited Domestic Competitive Bids (LCB) from experienced / approved Contractors / Firms for the following mentioned service under **SINGLE STAGE SINGLE BID (COMPOSITE) SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

ENGAGEMENT OF LEGAL CONSULTANT TO CARRY OUT LEGAL DUE DILIGENCE FOR PREPARATION OF DETAILED BUSINESS CASE FOR OIL FOR OBTAINING THE STAKES IN AN ENTITY ENGAGING IN THE BUSINESS IN GREEN HYDROGEN DOMAIN

CONTRACT PERIOD: 1 year from the date of LOA.

BID SECURITY: NIL. However, bidders to submit a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

BID CLOSING DATE & TIME: 02.09.2022(14:00 HRS : Server Time)

TECHNICAL BID OPENING DATE & TIME: 02.09.2022(14:30 HRS : Server Time)

PRICED BID OPENING DATE & TIME: 02.09.2022(14:30 HRS : Server Time)

- 5.0 SEALED ENVELOPES containing the **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:
Executive Director(BD),
Attn: Jyoti Sarkar, Manager(BD)
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH
- 6.0 **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 02:30 PM (IST) at BD Conference Room, OIL House) in presence of authorized representative of the bidder.**

7.0 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.

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

9.0 (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.

10.0 The Bid must be valid for **90 (Ninety) days** from the original date of Technical bid opening.

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

12.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL’s Standard Form of Contract.

13.0 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.

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

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

16.0 **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

17.0 The tender will be governed by:

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC): SECTION – III

General Conditions of Contract: SECTION-IV

Scope of Work and Special Terms & Conditions: SECTION-V

Commercial Check list: SECTION – VI

Integrity Pact: SECTION - VII

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

Annexures & Proformas:

Annexure – I: Confidentiality and Non-Disclosure Agreement

Annexure – II: Undertaking for Authenticity of Information

Proforma – I: Bid Form

Proforma – II: Statement of Non-Compliance

Proforma – III: Proforma Letter of Authorisation for attending bid opening

Proforma – IV: Proforma Letter of Authority

Proforma – V: Proforma for E-remittance details

Proforma – VII: Bid Security Declaration

Proforma – VIII: Sample form of Agreement

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

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

b) 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 Techno-Commercial Bid documents.

The above documents must be received at the address mentioned above on or before the bid closing date & time failing which the offer will be liable for rejection.

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.

18.0 The tender is invited under SINGLE STAGE-SINGLE BID (COMPOSITE) SYSTEM. The bidder has to submit both the “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.

19.0 In Bid opening, both “Techno-Commercial” and “Priced” bids will be opened.

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.

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

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

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: [Submit](#), [Read Only](#), [Print Preview](#), [Check](#), [Technical RFX Response](#), and [Close](#). Below these, the RFX Response Number is 60038748 and the RFX Number is blank. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The interface has three main sections: RFX Information, Items, and Notes and Attachments. Under RFX Information, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The Event Parameters section includes a Currency dropdown set to 'Indian Rupee', a Detailed Price Information dropdown set to 'No Price', and a Terms of Payment field. A red box highlights the 'Total Bid Value' field, which is currently empty. Three callout boxes provide instructions: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFX only' points to the Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value field.

(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
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC): **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work and Special Terms & Conditions: **SECTION-V**
- f) Commercial check list: **SECTION - VI**
- g) Integrity Pact: **SECTION - VII**
- h) Price Bidding Format ([Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal](#)): **SECTION-VIII**
- i) Annexures & Proformas –
 - Annexure – I: Confidentiality and Non-Disclosure Agreement
 - Annexure – II: Undertaking for Authenticity of Information
 - Proforma – I: Bid Form
 - Proforma – II: Statement of Non-Compliance
 - Proforma – III: Proforma Letter of Authorisation for attending bid opening
 - Proforma – IV: Proforma Letter of Authority
 - Proforma – V: Proforma for E-remittance details
 - Proforma – VIII: Sample form of Agreement

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

in the folder 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 in the folder 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) TECHNO-COMMERCIAL BID:

(i) Bid Documents duly filled up as indicated.

(i) Complete technical details / specifications of the services offered as per tender requirement.

(ii) Statement of Non-Compliance (if any).

(iii) Bidder’s Eligibility Criteria (

(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.**

(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: **Bidding Format as per Section-VIII**

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), SECTION-III** of the Bid document.

7.0 Integrity Pact: The Integrity Pact must be uploaded in OIL’s E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder’s authorized signatory who signs the Bid.

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 The Bid must be valid for **90 (Ninety)** days from original date of 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 90 days from original date of bid opening.

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 services 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** Both “Techno-Commercial” and “Priced” bids will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.
- 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 Bidders on the scheduled bid opening date in presence of representatives of the qualified bidders.
- 16.2** The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 16.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 17.0 EVALUATION AND COMPARISON OF BIDS:**
- 17.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

- 17.2** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 17.3** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.
- 17.4** **Conditional bids are liable to be rejected at the discretion of the Company.**
- 18.0 CONTACTING THE COMPANY:**
- 18.1** No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 15.5.
- 18.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 19.0 AWARD CRITERIA:**
- 19.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the BEC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**
- 20.1** OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.
- 21.0 NOTIFICATION OF AWARD:**
- 21.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2** The notification of award will constitute the formation of the Contract.
- 22.0 SIGNING OF CONTRACT:**
- 22.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".
- 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 services to be executed under the contract.

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

(END OF SECTION-II)

BID EVALUATION CRITERIA (BEC)

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 must be submitted along with the Techno-Commercial Bid.

1.0 Bidders Eligibility Criteria: Legal Advisor's Minimum Qualifying Criteria: The Consultancy team (minimum four members) will comprise and must meet the following experience criteria:

- (i) **Team Leader (Consultant)** - Qualified professional with minimum ten (10) years' experience in relevant field and must have functioned as a team leader for Legal Advisory services in minimum two (02) completed transactions , each value exceeding Rs. 500 crores.
- (ii) **Core Team Members (Associate Consultants minimum three members)** - Qualified professionals with minimum eight (08) years' experience in relevant field and must have functioned as a team member for Legal Advisory services in minimum two (02) completed transactions, each value exceeding Rs. 300 crores.

Supporting documentary evidence against Sl No. (i) and (ii) above to be provided.

Note: Continuity shall be maintained in the Project for members, whose CV (s) are attached in Bid and meeting the eligibility criteria. Any change in the Team mentioned above shall be carried out in consultation with OIL. Such change shall be of suitable qualified persons of equivalent expertise, experience and specialty and shall not absolve the Advisor from its obligations under the Contract. The Advisor shall bear all additional travel and other costs arising out of or incidental to any removal or replacement of any member of the team.

2.0 Conflict of Interest: The Consultant shall not work for either party in a transaction and endeavour to avoid situations wherein, it might have a conflict of interest. The Consultant should keep OIL informed for any potential conflict of Interest that may arise from time to time.

3.0 The Consultant shall perform all the obligations, work and services, which are required as per the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work. Following completion of the project, the Consultant shall return all the additional data obtained for the purpose of evaluation.

4.0 In view of the Confidentiality Agreements (CA) OIL signs, the Consultant would also be required to execute a similar back-to-back CA with OIL and would be required to keep all information provided as "Confidential" and not disclose to any party without obtaining prior approval from OIL. To regularize the confidentiality, the Consultant is requested to sign a Confidentiality Agreement which will be sent to you in duplicate along with the Letter of Award, one for your retention and the other to be returned to us after due signature from your competent authority.

5.0 Conflict of Interest:

5.1 OIL shall disclose the name of the target company to the lowest techno-commercially accepted bidder after bid opening. The said bidder shall be required to confirm their

position on conflict of interest by submitting their specific response (in Yes or No format only) to the following questions:

SL No.	Situations	Consultant's position (ONLY in yes or no)
1	Is the Bidder* advising the Target Company or anyone of the buyers or their Affiliates on the Transaction?	
2	Is the Bidder* holding shares of more than 2% of issued capital of the Target Company or their respective Affiliates on the date of issue of NIT?	
3	Has the Bidder* extended/availed loan either to/from the Target Company or their respective Affiliates for more than 2% of market capitalization (if listed) or net worth (if not listed)?	
4	Has the Bidder* received or been provided remuneration/ pecuniary benefits for services with respect to the Transaction from the Target Company or anyone of the buyers or their respective Affiliates?	
5	Has the Bidder* been auditor for the Target Company during the past three years period (three years to be considered from the date of NIT)?	

(* Bidder shall mean the bidding entity or its affiliates or subsidiaries)

5.2 In case the lowest techno-commercially accepted bidder (L1) is conflicted, their bid shall be rejected. Under such scenario, conflict of interest will be checked with the next lowest techno-commercially accepted bidder (L2), and so on in sequence, till an un-conflicted bid is available.

5.3 At any stage, either during bidding process or during execution of the contract, if it is observed that a bidder has submitted wrong information including on "Conflict of Interest", the bidder is liable to be disqualified and shall be debarred from participating in any tender as per OIL's debarment policy.

6.0 COMMERCIAL CRITERIA:

6.1 The bids are to be submitted in **Single Stage Under Single Bid (Composite) System** i.e. Techno-Commercial Bid and Price Bid together.

6.2 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.

6.3 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.

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

6.5 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.

6.6 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.

- 6.7** 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.
- 6.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 6.9** 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.
- 6.10** The following points are deemed as “non-negotiable” and offer shall be rejected straightaway without seeking clarification:
- i. Validity of bid shorter than validity indicated in the tender.
 - ii. Bid Security declaration not received as per format (**As per Proforma VI**)
 - iii. In case the party refuses to sign Integrity Pact.
- 3.11** 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) Period of validity of Bid
 - (iv) Price Schedule
 - (v) Delivery / Completion Schedule
 - (vii) Scope of work
 - (viii) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Specifications
 - (xv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 3.12 The Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide SECTION - VIII 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 technical 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. The name of the OIL’s Independent External Monitors at present are as under:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.); Ex-Secretary, Ministry of Agriculture
E-mail id: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

7.0 GENERAL:

- 4.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 4.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 4.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 4.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 8.0** 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.
- 9.0** 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.
- 10.0** 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.
- 11.0** 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.
- 8.1** 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.
- 8.2** 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.
- 9.0** 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.

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

(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 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. 91-0120-2419145

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 with 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.

(END OF SECTION – IV)

.....

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

Without prejudice to the generality of the fore going, the legal adviser will develop modular action plans for each component of the process and advisory chain like business, investment & finance and identify legal/ regulatory/ statutory requirement and guide OIL leading to full compliances and achievement of successful closure of the proposed assignment. The scope of work of Legal Advisor would, inter alia, include but not limited to the following.

1. Legal Due Diligence**(a) Corporate Information**

Reviewing the general corporate documents (such as the certificate of incorporation, constitutional documents, shareholding pattern, joint venture agreement, minutes of board, shareholders and committee meeting) and determine whether all corporate compliances, filings, books and records have been duly maintained.

Review and analysis of relevant corporate documents from the perspective of whether Target's shares are duly transferable and are free of encumbrance and whether there exist any consent requirements in this regard.

Ascertain the existence and validity of Target's contractual and legal rights under local laws and proper law of the Contract to ascertain the title and warranties of the Target and report any defects, qualifications or encumbrances to the title of all the assets of Target.

Review and report of all representations and warranties which is given by the Target to its lenders, contractors, other stakeholders.

(b) Project Information

Reviewing the material documents such as Joint Venture agreements among the existing partners, Technology Transfer agreements, patent certificates, IPR (Intellectual property rights) documents/agreements, licenses, Input Materials Sourcing Agreements, O&M Agreement, Offtake/Tolling Agreement, loan agreements, guarantees and other material contingent obligations, liens, encumbrances, any material contract entered into with directors, affiliated entities, employees, suppliers, contractors, consultants/advisors, bankers, financiers, creditors etc., and any other documents or information, which in the judgement of the legal advisor, is significant or relevant to this transaction.

Compliance with all environmental laws and examination and report of any violation of environmental laws or any pending litigation, court/tribunal/regulatory body proceeding.

Compliance with relevant laws of insurance cover of the relevant projects and report of insurance covers indicating the coverage and expiry date of all such covers.

Details of any new expansions or projects proposed by the Target.

Review of all material governmental approvals, clearances and licenses, including project related licenses.

(c) Financing Information

Reviewing the existing financing and the security documents, security arrangements, guarantees, indemnities or other indebtedness of the Target and assessing the impact of the

transaction on covenants therein such as those pertaining to change in shareholding pattern, etc. Conducting a search on the website of the Ministry of Corporate Affairs to identify various charges recorded with the ROC by the Target Company. Review of the key project related insurance policies.

(d) Consents and Approvals

Review of material licenses/consents/approvals/permits required to be obtained by the Target Company for constructing and operating relevant projects.

(e) Litigation

Reviewing documents in connection with material litigation, claims and proceedings instituted against or by the Target Company. Review of any material notices received from governmental authorities or other material contracts, which may have an impact on the business.

(f) Intellectual Property

Reviewing agreements relating to the use of intellectual property by the target Company and registrations obtained by the Target Company in reference to its intellectual property. Besides above, the following documents shall be reviewed.

- 1) Analysis of IP rights over the subject matter (status check)
- 2) Check for applicable territory and terms (validity check)
- 3) Check for the origin of IP rights creation (ownership check)
- 4) Third-party's claims on the IP rights involved (claim check)
- 5) Conflicts with third-party intellectual property rights (conflict check)

(g) Employment

Review documents related to employment and labour law compliances (including safety compliances), key employment contracts and employment policies of the Target Company. Review agreement(s) with trade unions and any other significant labour related matter. Review of all employment contracts, consulting agreements, severance agreements, independent contractor agreements, non-disclosure agreements and non-compete agreements relating to any employees of the Company.

Preparation of an issue based due diligence report in relation to the due diligence findings, impact assessment of each such issue identified and provide suggestions and potential mitigation measures in relation to issues highlighted in the due diligence report.

2. Documentation for the investment

Drafting, negotiating and finalising documentation which may be required by the Client for its investment in the Target Company. It shall, inter alia, include but not limited to the following:

(a) Drafting / reviewing, negotiating and finalizing the share purchase agreement, shareholders agreement, put option agreement, and any ancillary documentation, related to the investment in the Target Company. Incorporating the findings of the corporate due diligence process in the transaction documents.

(b) Attending meeting and participating in conference calls with the client and counter parties in connection with the foregoing.

- (c) Drafting the board resolutions and shareholders resolutions required for the proposed transaction and verifying the completion of conditions precedent and condition subsequent.
- (d) Drafting NOCs/consent letter required from lenders/investors/regulatory body and any other compliances as may be required for the proposed transaction including drafting of amendment to charter documents if required; and
- (e) Providing general Indian law advice as required by OIL, including but not limited to, advice on transaction structure, harmonious substitution, correspondence with lenders, etc.
- (f) Drafting and finalization of amendments to corporate documents, financing documents, and any other relevant document, as required, pursuant to completion of the transaction.

3. General Assistance

- (a) Assistance in all negotiations, presentation, drafting of documents as and when required.
- (b) Ensure compliances of all applicable Laws, Rules and Regulation including LODR, SEBI Takeover Code and all guidelines etc. as applicable to this transaction.
- (c) Any other legal advice / opinion and service as may be sought by OIL/Transaction Advisor to effect the proposed transaction.
- (d) Make presentations on the finding and status to various stake holders as and when required.
- (e) Assist in closing of the transaction, including assessment of satisfaction of conditions precedent, preparation of corporate resolutions, closing checklists etc.
- (f) Review of documents regarding any material contingent liabilities and material unasserted claims and regarding any asserted or unasserted violation of any employee safety and environmental laws and any asserted or unasserted pollution clean-up liability.
- (g) Review of all agreements / contracts / MoU etc. in relation to non-disclosure agreements and non-compete agreements of the target entity and its affiliates.

4. Regulatory Filings

Review of all filing with the concerned authority/ commission etc. Filing of notification with the competition commission (if required), responding to their queries, engaging with their officials in order to obtain an order and filing of relevant forms etc to complete the Proposed Transaction & general advisory.

5. The Consultant shall sign back to back confidentiality agreement to be signed between OIL and Target to keep and maintain confidentiality during and after the transaction as per the confidentiality agreement.

6. DELIVERABLES:

- 1. The consultant is required to provide information and interact regularly with the other Advisors/Consultants, if any, engaged by OIL during the term of the agreement.

2. The data/information may be available either in English or any other 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 Due Diligence reports; interim report within **THREE** weeks of access to the data and final report within **ONE** 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 the work as per the scope along with the recommendations.

5. The consultant must give one presentation at OIL's Corporate office, Noida after submission of the interim report. Presentations may also be made by the consultant to OIL Management and Board of Directors as and when required within the contract period.

6. All Deliverables including presentations shall be submitted in 03 (three) hard copies & 01 (one) soft copy (including excel models).

7. Notwithstanding the timelines 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 scope of work.

8. Payment Terms:

1. Milestone Payment will be made on achievement of the respective milestones as follows:

(i) 40% of the total contract value on submission and acceptance of final Due Diligence Report by OIL.

(ii) 40% of the total contract value on submission of final definitive agreements.

(iii) 20% of the total contract value on execution of definitive agreements.

SCHEDULE OF RATES

Sl. No.	Description of Services	Unit of Measurement	Estimated Quantity	Unit Price (Rs.)	GST	Total Amount (Rs.)
A	B	C	D	E	F	G = E+F
10	Submission and acceptance of final Due Diligence Report, submission of final definitive agreements, execution of definitive agreements	Lumpsum	1.00			
TOTAL LUMP SUM FEES FOR ENGAGEMENT AS LEGAL CONSULTANT, (Rs.) =						

Notes:

- a) Fee in respect of above, shall be all - inclusive (including travelling, halting, boarding and lodging expenses etc.) consolidated fee for work completion, as per the Scope of Work.
- b) The Fee is inclusive of all applicable Taxes except GST which is shown separately in the table above. Necessary taxes / TDS shall be deducted by OIL as per statutory provisions.
- c) Milestone Payment will be made on achievement of the respective milestones as follows:
 - (i) 40% of the total contract value on submission and acceptance of final Due Diligence Report by OIL.
 - (ii) 40% of the total contract value on submission of final definitive agreements.
 - (iii) 20% of the total contract value on execution of definitive agreements.

Note for Bidders:

- (i) Price evaluation will be done on Grand Total value above.
- (ii) 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 Advisor shall submit the invoice(s) in duplicate.
- (iii) 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 Advisor, shall not be payable by OIL.
- (v) Performance Security: NIL.

(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 Single Bid (Composite) System?	Yes/ No
2.0	Whether quoted offer validity of 90 (Ninety) days from the original date of bid opening?	Yes/ No
3.0	Whether all BEC clauses accepted?	Yes/ No
4.0	Whether Undertaking submitted as per Annexure-II towards submission of authentic information/documents along with the Techno-Commercial Bid?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
5.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
6.0	Whether Integrity Pact accepted?	Yes/ No
6.1	Whether Integrity Pact along with the Techno-Commercial Bid?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
8.1	Whether quoted any deviation?	Yes/ No
8.2	Whether deviation separately highlighted?	Yes/ No
9.0	Whether Bid Security Declaration submitted?	Yes/ No

Offer ref Dated

(END OF SECTION-VI)

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 **Tender No.....** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

(i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids

or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

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

For the Bidder/Contractor

Place :

Witness 1:

Witness 2:

(END OF SECTION VII)

SECTION-VIII

BIDDING FORMAT

**Attached under “Notes and Attachments” tab in the main bidding engine of
OIL’s e-Tender portal**

(END OF SECTION-VIII)

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 Legal Consultant for Legal Advisory Services to carry out legal due diligence for preparation of detailed business case for OIL for obtaining the stakes in an entity engaging in the business in green hydrogen domain**”. 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;

E-TENDER NO. CQI1296L23

- 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 ANNEXURE-I)

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. CQI1296L23 Dated 17.08.2022

To,
Manager (BD)
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: TENDER No. CQI1296L23

Gentlemen,

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

.

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

We agree to abide by this Bid for a period of 90 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 _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)
(TO CLAUSES OTHER THAN THOSE IN BEC)**(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 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, 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. 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-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's TENDER No. CQI1296L23

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CQI1296L23** for **Engagement of Legal Consultant to carry out legal due diligence for preparation of detailed business case for OIL for obtaining the stakes in an entity engaging in the business in green hydrogen domain .**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CQI1296L23

We _____ of _____
Confirm that Mr./Ms. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the
agreement on our behalf with you against Tender Invitation No. **CQI1296L23** for
**Engagement of Legal Consultant to carry out legal due diligence for preparation of
detailed business case for OIL for obtaining the stakes in an entity engaging in the
business in green hydrogen domain** 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

BID SECURITY DECLARATION

To,

OIL INDIA LIMITED

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, CORPORATE OFFICE, NOIDA, INDIA (hereinafter called the Contractor)'s tender No..... for.....

(hereinafter called 'the Bid') KNOW ALL MEN by these presents that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, before the deadline defined in the NIT / Purchase Order, then I/We shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Signature & Seal of the Bidder

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2022, 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 Letter of Award,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) Confidentiality and Non-Disclosure Agreement
 - f) Schedule of Rates,
 - g) Scope of Work and Special Terms & Conditions and
 - h) General Conditions of Contract
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 -

ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING EMPANNELLED PARTIES

Sl. NO.	Name of the Parties
1	M/s. Shardul Amarchand Mangaldas & Co, Advocates & Solicitors
2	M/s. . Cyril Amarchand Mangaldas, Advocates & Solicitors
3	M/s. J. Sagar Associates (JSA)
4	M/s. Kochhar & Co.
5	M/s. Luthra & Luthra
6	M/s Trilegal
7	M/s AZB & Partners
8	M/s Khaitan & Co.
9	M/s Singhania & Partners
10	M/s DSK Legal