



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST - DIBRUGARH**  
**ASSAM, INDIA, PIN-786602**

**CONTRACTS DEPARTMENT**  
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**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
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### **FORWARDING LETTER**

**Sub: IFB No. CDH7193P22 for ‘Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender’.**

Dear Sir(s),

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” 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. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **‘Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender’**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	<b>CDH7193P22</b>
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.

(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty)</b> days from Closing Date.  Note: 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. 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.
(ix)	Mobilization Period	:	15 (Fifteen) days from the date of issuance of LoA.
(x)	Bid Security/EMD Amount	:	Not applicable
(xi)	Bid Security/EMD Validity	:	Not applicable
(xii)	Amount of Performance Security	:	3% of Annualized Contract Value. <b>Refer Clause No. 24.0</b> of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xiv)	Location of job	:	Assam and Arunachal Pradesh
(xv)	Duration of the Contract	:	03 (Three) years.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30.0</b> of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	:	GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid Conference	:	14.06.2021

(xix)	Last date of receipt of Pre-Bid Queries	11.06.2021
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### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm."**
- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in) and [esupport@oilindia.in](mailto:esupport@oilindia.in), Ph.: 0374- 2807171/7192.
- 3.7 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).
- 4.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
  - ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
  - iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.
  - iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
  - v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
  - vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
  - vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to

the tender and uploaded in **“Technical Attachments” Tab only**. Bidders to note that no price details should be uploaded in **“Technical Attachments” Tab Page**. Details of prices as per Price Bid format/Priced bid can be uploaded under **“Notes & Attachments” tab**. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

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

## 6.0 SCREEN SHOTS

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

### Notes:

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

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

**7.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under **“Notes & Attachment”**. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format-Proforma-B”** under

**“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

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 form displays: **RFx Response Number** 60038748, **RFx Owner** BHARALI, and **Total Value** 0.00. The main section has tabs for **RFx Information**, **Items**, and **Notes**. Under **RFx Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachment**. The **Event Parameters** section includes: **Currency:** Indian Rupee (with a dropdown arrow), **Detailed Price Information:** No Price, **Terms of Payment:** (with a checkbox), and **Total Bid Value:** (with a yellow input field). Three callouts provide instructions: 1. 'Bidder to select the currency of the Response' points to the **Currency** dropdown. 2. '“Total Bid Value” is mandatory in “No Price” RFx only' points to the **Detailed Price Information** field. 3. '“Total Bid Value” considering all the taxes & duties.' points to the **Total Bid Value** input field.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the “Total Bid Value” field. It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format: Proforma-B” under “Notes & Attachments” tab page.

## **8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

Subject to **Order No. F. No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 8.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

8.4 The beneficial owner for the purpose of para 8.3 above will be as under:

8.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

8.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

8.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 8.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 8.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

**Sd/- (U. Malakar)**  
Manager – Contracts  
For General Manager – Contracts  
**FOR RESIDENT CHIEF EXECUTIVE**



**INSTRUCTIONS TO BIDDERS**

**1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders (ITB)
  - c) Bid Evaluation Criteria (BEC)
  - d) General Conditions of Contract (GCC) : Part-I
  - e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
  - f) Special Conditions of Contract (SCC) : Part-III
  - g) Schedule of Rates (SOR) : Part-IV
  - h) Safety Measures (SM) : Part - V
  - i) Integrity Pact (IP) : Part - VI
  - j) Bid Form : Proforma - I
  - k) Statement of Non-Compliance : Proforma-II
  - l) Authorisation for Attending Bid Opening : Proforma-III
  - m) Proforma of Letter of Authority : Proforma-IV
  - n) Bid Security Declaration : Proforma-V
  - o) Proforma for E-Remittance : Proforma-VI
  - p) Format of Performance Security : Proforma-VII
  - q) Agreement Form : Proforma-VIII
  - r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma - IX
  - s) Certificate of Compliance of Financial Criteria : Proforma - X
  - t) Estimated CIF value of items at the time of import, (Proforma-XI)
  - u) Commercial Check List (Proforma - XIII)
  - v) Undertaking towards submission of Bank Guarantee (Proforma - XIV)
  - w) Proforma - XVII Certificate of Annual Turnover & Net Worth
  - x) Price Bidding Format (Attached under “**Notes and Attachments**” tab of OIL’s E-Tender portal)
  - y) Technical Evaluation Sheet for BEC-BRC & others
  - z) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoP&NG (Annexure - I)

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- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **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 In case of E-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

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

### **5.0 PREPARATION OF BIDS:**

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in

which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 Documents comprising the bid:

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

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

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Security Declaration
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma - II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

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

**6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

**7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

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

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

- 9.0 BID SECURITY:** The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

**10.0 PERIOD OF VALIDITY OF BIDS**

- 10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Original Bid Closing Date.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**11.0 SIGNING & SUBMISSION OF BIDS:**

**11.1 Signing of bids:**

- 11.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

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

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

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

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

### 11.2 Submission of bids:

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

- a) Printed catalogue and literature if called for in the bid document.

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- b) Any other document required to be submitted in original as per bid document.  
Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.
- 11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the E-Procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

### **14.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or

modification of bid through physical correspondence shall not be considered and accepted.

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

14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**15.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

**16.0 BID OPENING AND EVALUATION:**

16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

16.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

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

16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**17.0 OPENING OF PRICED BIDS:**

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.



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- 17.4 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.

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.

- 18.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

- 18.1 Discounts/Rebates:

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

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

**19.0 CONTACTING THE COMPANY:**

- 19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**20.0 AWARD OF CONTRACT:**

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

- 21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**22.0 NOTIFICATION OF AWARD:**

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

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

**23.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **02 Weeks from the date of issue of Letter of Award (LOA).**

23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

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c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

Bank Details of Beneficiary		
<b>A</b>	Bank Name	HDFC BANK LTD
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
<b>D</b>	Banker Account No.	21182320000016
<b>E</b>	Type of Account	Current Account
<b>F</b>	IFSC Code	HDFC0002118
<b>G</b>	MICR Code	786240302
<b>H</b>	SWIFT Code	HDFCINBBCAL

23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

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- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

### **24.0 SIGNING OF CONTRACT:**

- 24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

- 25.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

### **26.0 MOBILIZATION AND ADVANCE PAYMENT:**

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for

the extended period and also to extend the validity of bank guarantee accordingly.

**27.0 INTEGRITY PACT:**

27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

27.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh  
E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

**28.0 LOCAL CONDITIONS:**

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe.

Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

**30.0 GOODS AND SERVICES TAX:**

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

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

30.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

**30.3 Where the OIL is entitled to avail the input tax credit of GST:**

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

**30.4 Where the OIL is not entitled to avail/take the full input tax credit of GST:**

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed

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and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 30.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 30.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 30.9 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 30.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 30.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.
- 31.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG**

(or as amended from time to time) [Copy of the Policy is enclosed Vide Annexure - I].

**31.1 The participating Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding company.**

**31.2 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. ~~Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.~~**

**[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]**

**31.3 All the bidders (i.e. Class I Local supplier and Class II Local supplier) shall provide the percentage of Local content in their bid irrespective of whether they are availing or not availing Purchase preference under PP-LC policy and are also required to submit the requisite documents as per requirement of PP-LC policy notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time).**



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

- I. **BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

**1.0 TECHNICAL EVALUATION CRITERIA:**

**The bidder must be incorporated in India and must maintain more than 20% local content for the offered services.**

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

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

A copy of Certificate of Incorporation and undertakings as per the PP-LC notification must be provided along with the Bid. In case of non-submission of the same, the bid shall be rejected straightaway.

**1.1 EXPERIENCE:**

- i) The bidder must be an oil and gas consultancy firm and must have an experience of minimum 15 (Fifteen) years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.
- ii) The bidder shall have an experience of successfully completing at least 01 (One) 'SIMILAR WORK' under a single contract in any E&P Company [Companies

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engages in Exploration and production of Crude Oil and Natural Gas] during the last 07 (Seven) years reckoned from the original bid closing date.

**Notes to BEC Clause 1.1 above and 4.0 below:**

- A) 'SIMILAR WORK' mentioned in para 1.1 above means experience of successfully completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) in upstream oil and gas sector for oil or gas fields.

BUSINESS MODEL means business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on Revenue sharing/Participating interest basis or any other equivalent model.

- B) 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- C) In case the start date of the requisite experience is prior to the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date, such experience shall qualify for evaluation.
- D) In support of the experience criteria of Clause No. 1.1 i) and ii) above and 4.0 below, the bidder must furnish the following documentary evidences self-certified, in the form of:

- I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:

- i) Work order no./Contract No.
- ii) Quantity of job done
- iii) Period of service
- iv) Nature of service

- II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

- i) Contract document showing details of work,  
and
- ii) Job Completion Certificate showing:
  - (a) Quantity of job done
  - (b) Nature of job done and work order no./Contract no.

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- (c) Contract period and date of completion  
or
- ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
  - (a) Work order no./Contract no.
  - (b) Quantity done
  - (c) Period of service
  - (d) Nature of service
- iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.

### **2.0 MOBILISATION TIME:**

The bidders must confirm their compliance in their 'technical' bid to complete the mobilization of requisite minimum manpower as per SCC Clause No. 2.1 of the Tender within 15 (Fifteen) days from the date of issuance of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 15 (Fifteen) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

### **3.0 FINANCIAL REJECTION CRITERIA:**

- 3.1 The bidder shall have an annual financial turnover of minimum **Rs. 27,66,805.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
- 3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

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

### **Note to Financial Clause No. 3.0 above:**

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.

OR

- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII**.

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

- (b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.
- (c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 3.1 & 3.2.

**NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.**

**4.0 QUALITY & COST BASED SELECTION (QCBS)-SCORING AND EVALUATION CRITERIA**

Bids shall be evaluated both in terms of quality as well as quoted price i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for quality is 60 and the weightage for the quoted price is 40 i.e. Quality:Quoted Price is 60:40. Competency of the bidder shall be evaluated through the QCBS matrix as indicated below:

<b>Sl No.</b>	<b>Quality Criteria</b>	<b>Marks</b>
<b>1.</b>	<b>Experience of the bidders in consultancy work related to oil and gas business</b>	<b>10 (max)</b>
a)	Experience of 20 or more than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 20 (Twenty) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	10
b)	Experience of 15 or more than 15 years but less than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	5
<b>2.</b>	<b>Experience of successfully executing/completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from the original bid closing date.</b>	<b>30 (max)</b>
a)	Completing 05 or more consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> ’.	30
b)	Completing 3 or 4 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> ’.	25
c)	Completing 1 or 2 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> ’.	20
<b>3.</b>	<b>Project Team and Credentials</b>	
<b>3.1</b>	<b>Team Leader:</b>	<b>15 (max)</b>

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a)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 04 (Four) or more numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	15	
b)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 03 (Three) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	10	
c)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	7	
<b>3.2</b>	<b>Core team Members (Minimum three members)</b>		<b>5 (max)</b>
	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified with minimum eight (08) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>TOTAL</b>			<b>60</b>

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in **PROFORMA-XY** and submit the same along with the technical bid.
- iii) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An undertaking in this respect to be provided by the bidder. Bidders are free to

quote for multiple persons against Team Leader and Core Team Member having equal or more experience and qualification, however, for marking against QCBC, persons with least qualification will be considered.

- iv) A bid shall have to meet a minimum qualifying mark of 30 (50% of the total marks) in quality evaluation criteria as per Clause No. 4.0 above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as per Clause No. 6.0 below.

**5.0 COMMERCIAL EVALUATION CRITERIA:**

- 5.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **"Bid Security Declaration" (PROFORMA-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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- 5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
- 5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 5.9 Any Bid containing false statement shall be rejected.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.
- 5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:
- i) Performance Security Clause
  - ii) Taxes Clause
  - iii) Insurance Clause
  - iv) Force Majeure Clause
  - v) Termination Clause
  - vi) Arbitration Clause
  - vii) Liability Clause
  - viii) Withholding Clause
  - ix) Liquidated damages Clause
  - x) Firm price
  - xi) Bid Security Declaration
  - xii) Integrity Pact

### **6.0 PRICE EVALUATION CRITERIA:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if



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there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.

- 6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

6.6 **INTER-SE-RANKING OF THE QUALIFIED BIDS:**

To ascertain the inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 25 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) \times 100 \times X + (T/T_{\text{high}}) \times 100 \times Y$$

Where,

C	= Evaluated Bid Price of the bidder
C <sub>low</sub>	= The lowest of the evaluated bid prices amongst responsive bids.
T	= The total marks obtained by the bidder against Quality criteria
T <sub>high</sub>	= The total marks achieved by the best bid among all responsive bids against Quality criteria
X	= 0.4 (The weightage for Quoted price is 40)
Y	= 0.6 (The weightage for Quality is 60)

**Note:**

- i) The Evaluated Bid Score (B) shall be considered upto two decimal places.

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- ii) Contract shall be awarded to the bidder with the highest evaluated bid score (B).
- iii) In the event of two or more bids having the same highest evaluated bid score (B), the bid scoring the highest marks against quality criteria shall be recommended for award of contract. Even if there is a tie, draw of lots shall be resorted to arrive at the recommended bidder.

6.7 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.

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

When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall 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 shall be binding on the bidder.

6.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

6.10 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the bidder with the highest evaluated bid score (B) as mentioned in Clause No. 6.6 above.

### **7.0 GENERAL:**

7.1 In case bidder takes exception to any clause of bid 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 shall be final and binding on the bidders.

7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto

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must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.

7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**8.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**9.0 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) shall NOT applicable against this tender.

**PART-I**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:**

**1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

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

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

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### **1.2.6 Sub-Contract:**

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

### **1.2.7 Sub-Contractor:**

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

### **1.2.8 Contractor's Representative:**

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

### **1.2.9 Contract Price/Value:**

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

### **1.2.10 Firm price:**

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

### **1.2.11 Service/Works/Operations:**

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

### **1.2.12 Equipment/Materials/Goods:**

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

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### **1.2.13 Drawings:**

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

### **1.2.14 Specifications:**

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

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

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

### **1.2.16 Inspectors:**

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

### **1.2.17 Tests:**

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

### **1.2.18 Approval:**

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

### **1.2.19 Day:**

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

### **1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

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### **1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

### **1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

### **1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

### **1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

### **1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

### **1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

### **1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

### **1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

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### **1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

### **1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

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

## **2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR’s BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## **3.0 WAIVERS AND AMENDMENTS:**

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.



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**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

### **4.0 CONTRACT TIMELINE:**

**4.1** Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

### **4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

### **4.3 Duration of the contract:**

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

### **5.0 SCOPE OF WORK/CONTRACT:**

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

### **6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting

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their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

### **7.0 GENERAL OBLIGATION OF COMPANY:**

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

### **8.0 DUTIES AND POWER /AUTHORITY:**

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

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the

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CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

### **8.2 CONTRACTOR's representative:**

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

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

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirements including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

**10.2** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

**10.3** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

**10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

**10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will

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be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

**10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

**10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

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

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

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

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

**12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall

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

**12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

**12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

**12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

**12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

**12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

**12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

**12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

**12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

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**12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

**12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
- ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

**12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice  
Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

### **12.4 Goods and Services Tax:**

**12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

**12.4.2** Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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### **12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

### **12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

### **12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

### **12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

### **12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

### **12.4.8** Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

## **12.5 Anti-profiteering clause**

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

### **12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or



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reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

### **13.0 CUSTOMS DUTY, IF APPLICABLE:**

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

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

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

### **14.0 INSURANCE:**

**14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

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

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

**14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be

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endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

### **14.5 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

**14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

### **14.9 Principal Assured:**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

**14.10 Waiver of subrogation:**

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

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

**14.11 Deductible:**

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

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

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

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

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

**14.13 Loss Payee Clause:**

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

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

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

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

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- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

### **15.0 LIABILITY:**

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless

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COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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and any suit, claim or expense resulting there from.

**15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

### **16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA

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LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

### **18.0 CONSEQUENTIAL DAMAGE:**

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

### **19.0 RISK PURCHASE:**

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

### **20.0 INDEMNITY AGREEMENT:**

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

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's

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employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

### **21.0 INDEMNITY APPLICATION:**

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

### **22.0 ROYALTY PATENTS:**

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

### **23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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

### **24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any



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part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

- 24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

### **25.0 RECORDS, REPORTS AND INSPECTION:**

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

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

- 26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the

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

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges,

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if any will be on account of the CONTRACTOR.

- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.
- In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the

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final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

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

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

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

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

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month

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notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

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

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable

GST.

**31.0 FORCE MAJEURE:**

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

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

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

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

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

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

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

**32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including

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

### **33.0 WITHHOLDING:**

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

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

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shall thereafter be made for amounts so with-held.

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

### **34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related



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- laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
  - iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
  - iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
  - v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
  - vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
  - vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
  - viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
  - ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
  - x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
  - xi) The CONTRACTOR shall indemnify the COMPANY against any payments to

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be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

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

### **38.0 POLLUTION AND CONTAMINATION:**

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses,

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expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

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

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

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

**39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

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**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

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

### **40.0 SEVERABILITY:**

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

### **41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the

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Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:****42.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the

- concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
  - 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
  - 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
    - (i) 20% of the fees if the claimant has not submitted statement of claim.
    - (ii) 40% of the fees if the pleadings are complete
    - (iii) 60% of the fees if the hearing has commenced.
    - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
  - 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
  - 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
  - 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
  - 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
  - 14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration

Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

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

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and

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- the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
  - g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
  - h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
  - i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
  - j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
  - k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
  - l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

### **42.5 Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL



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- and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
  - iv) Any claim which is less than Rs. 25 Lakh.

### **43.0 COMPLETION OF CONTRACT:**

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

### **44.0 TERMINATION:**

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

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

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

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and

faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this

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Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

### **45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

### **47.0 ERRING/DEFAULTING AGENCIES:**

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

### **48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR shall give notices and pay all fees at their own cost required to

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

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

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

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

**Part-II**

**TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT**

**1.0**      **PREAMBLE:** OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliajan, Assam in India. OIL's operations are largely based in the north-eastern parts of India particularly in Assam and Arunachal Pradesh, but have also extended its activities in different parts of India (Rajasthan, Andhra Pradesh etc.) and abroad. In connection with its ongoing exploration & production activities in India, OIL intends to enhance production from its fields and also expand its business through an innovative, collaborative and business partnership model. With an aim to achieve the goal OIL would like to engage a consultant having relevant experience and expertise in providing consultancy service for development of business model in E&P business and assist in subsequent Tendering finalization and award process.

**2.0**      **OBJECTIVE OF THE CONSULTANCY SERVICES**

The objective of this Consultancy Service is to undertake comprehensive study with reference to the various global business models prevailing for PEC, to develop a fit-for purpose business model for production enhancement from OIL's fields based on the study, mapping of OILs existing fields/part of field/cluster of wells to the developed PEC business models with detailed rationales, and assist in subsequent tendering process for the fields identified by OIL for PEC. The brief scope for Consultancy firms having relevant experience in upstream oil & gas transactions is:

- i) To provide suitable Business models for PEC.
- ii) To provide assistance to OIL for firming up the techno commercial terms of the PEC tender document as well as in evaluation of the bid documents from the bidders.
- iii) The services shall be hired for a period of 03 (Three) years from the date of completion of mobilization.

**3.0**      **SCOPE OF WORK**

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

- i) To carryout study & analysis of prevailing Production Enhancement Contracts (PEC) in E&P industry in India and abroad. Few of the areas of study & analysis are:

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- Details of Business model like Revenue Sharing Mechanism, Cost and Risk sharing model, Management of Field Operation, Sharing of existing surface facilities, Development of Surface Facilities, Segregation of roles between Owner & Contractor, technical and commercial terms etc.
- Case studies of fields where the models have been implemented.
- ii) To undertake consultations to seek feedback/suggestion on possible models of collaboration/partnership with potential target companies including but not limited to Independent E&P companies, Service providers etc. (at least 3).
- iii) Develop criteria for selection of fields/structures/areas for PEC and assist in the selection process of fields.
- iv) To develop various possible Business models (including but not limited to Joint Venture and Technical Service Model) considering OILs existing fields in consultation with OIL. The Business Models shall include (but not limited to) the following:
  - a) Formulation of fit-for-purpose models for PEC along with legal, regulatory and economic framework that would require for its implementation.
  - b) The Consultant shall need to study the fiscal regime, various contracts, petroleum laws and other applicable legislation and any other document impacting the PEC other than development plan, reservoir estimates, production estimates etc.
  - c) Formulation of major clauses/provisions related to Operations Management/Field Development including Facility Augmentation/Technology Induction, contractual and financial terms of the business model for Indian business condition
  - d) Formulation of Eligibility Criteria (technical and financial), Bid parameters and Evaluation methodology for scrutiny of potential bids.
- v) OIL may decide to go for floating a tender for Production Enhancement Contract (PEC). The Consultant shall assist OIL in formulating and firming up the techno-commercial and financial parameters in the tender as well as assist in techno-commercial evaluation of the bids submitted by the potential service providers. The Consultant shall also provide necessary assistance during discussions with the bidders, if any, and would include but not limited to:
  - a) Assisting OIL in preparation of the tender documents in all respects, techno-commercial terms, protective clauses like representations/warranties etc.

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- b) Assisting OIL in evaluating the techno-commercial bid documents received from potential service Providers.
  - c) The Consultant shall assist OIL in pre-bid meetings (if any), in addressing queries arising out of Pre-bid (Phase-2), evaluation of the received bid documents from potential service providers (Phase-3).
- vi) The deliverables shall have to be carried out in 03 (Three) phases:
- I) **Phase-1**
- a) Phase-1 shall be for development of the fit for purpose Business Models for PEC.
  - b) Phase-1 shall be notified by OIL.
  - c) The successful bidder shall carryout study & analysis of prevailing Production Enhancement Contracts (PEC) in E&P industry in India and abroad.
  - d) As part of deliverable of Phase-1, the successful bidder will have to provide/recommend OIL in the form of a report, at least 03 (Three) techno-commercial models with relevant details, highlighting pros and cons of each model, detailed rationale for suggesting the same along with case studies of fields where the model has been implemented.
  - e) For Phase-1, the timeline for submission of report on Phase-I shall be 07 (Seven) weeks from the date of notification for Phase-I by OIL. Failure to comply with the prescribed timeline for reasons attributable to the contractor shall lead to penalty @10% of Phase-I rate per day considering seven weeks for the total Phase I rate upto a maximum of 20% of the total Contract value.
  - f) The successful bidder shall give a detailed presentation on the report of Phase-1 to OIL Management. The date, Time and Venue of the presentation shall be decided by OIL. Necessary changes, if any, in the developed Business Models as per discussion with OIL Management shall have to be incorporated in the final report to be submitted to OIL by the successful bidder.
  - g) The Phase shall be considered as completed after submission of the final report as stated in vi f).
- II) **Phase-2:**
- a) Phase-2 shall be notified by OIL.
  - b) Based on the developed Business Models for PEC, OIL may decide to float tender for PEC for one or more of OILs fields/structures/areas.
  - c) In such case, OIL shall arrange a Pre-Tender meet with the prospective PEC bidders before floating the tender, so as to explain the modality of the techno-commercial model. The techno-commercial and financial advisors of the consultant shall have to be present during the Pre-tender meet to explain the models put up.

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- d) Post Pre-Tender meet, the consultant shall prepare the draft tender document including (but not limited to) bidders eligibility criteria, bid evaluation & rejection criteria (technical & financial), scope of work (sow), special conditions of contract (SCC), schedule of rate/pricing schedule (SOR), QCBC parameters (if the tender is floated as QCBS tender) etc.
- e) It is expected that after floating of the tender, queries may be raised by PEC bidders on various techno-commercial aspects (queries by the PEC bidders to be submitted within 30 days of issue of the tender). The consultant shall be responsible to prepare the draft replies to the queries for consideration of OIL.
- f) OIL may decide to have a Pre-Bid meeting with prospective bidders as part of the tender. In such case, the Financial cum Techno-commercial Advisors of the consultant shall have to be present in the Pre-Bid meeting along with OIL's personnel to assist in addressing the queries of the PEC bidders.
- g) Phase-2 shall be considered as completed on Opening of the Technical Bid.

### **III) Phase-3:**

- a) Phase-3 shall be notified by OIL.
  - b) Phase-3 shall start after opening of the technical bids. In this phase, the consultant will assist OIL team in technical & commercial evaluation process of the tender. It will include evaluation of bids (technical and commercial), correspondence with bidders on queries of OIL (if any) and evaluation of query response, preparation of draft technical evaluation report for consideration of OIL.
  - c) The Consultant shall assist OIL in evaluation of the Commercial Bids of the Technically Qualified Bidders.
  - d) The Consultant shall prepare and submit a report outlining the methods used in the techno-commercial bid evaluation including any revisions thereof.
  - e) Phase-3 shall be considered as completed once Letter of Award is issued to the successful bidder for Production Enhancement Contract.
- vii) Throughout the tendering process, the consultant will assist OIL team for a smooth and timely completion of preparation of the tender as well as its evaluation on receiving the bid documents.
- viii) Initial Mobilization time of minimum requisite manpower for the consultant shall be 15 (Fifteen) days from the date of issuance of LOA. Liquidated Damage shall be applicable as per GCC in case of delay in mobilization.
- ix) The minimum composition of the Consultant Team shall be of 04 (Four) members, which will include a Team Leader, a Project Manager and at least 01 (One) Financial and 01 (One) Techno-Commercial member.



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- x) The Consultant shall structure and assist OIL in any proceedings relating to Legal and Regulatory requirements and in managing the tender preparation and evaluating process.
- xi) Consultant shall provide additional reasonable assistance(s) as may be requested by OIL from time to time in connection with the Tendering Process.
- xii) All correspondence, reports and presentations must be in English language.
- xiii) a) Consultant shall also assist OIL in its discussions with MoPNG/DGH for award of Contract as and when required.
- b) In addition to the reports, Consultant shall also prepare presentation(s) in power point format to present the findings of reports and evaluation of Bids to OIL management.
- xiv) **COMPLETION TIME**

The Phase Wise time line for the consultancy service to be provided under this tender is as under:

<b>Phase</b>	<b>Time Period</b>
1	07 (Seven) Weeks from the date of Notification of Phase-1 by OIL
2	*13 (Thirteen) Weeks from the date of Notification of Phase-2 by OIL.
3	*08 (Eight) Weeks from the date of Notification of Phase-3 by OIL.

**Note:**

1. \*Phase-2 & Phase-3 shall be applicable if and only if OIL decides to go for a Tender for a PEC Contract for its fields.
2. In case OIL decides to go for Phase-2, OIL shall notify for the same during the contract period.

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**PART – III****SPECIAL CONDITIONS OF CONTRACT (SCC)**

**The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

<b>Sl.</b>	<b>GCC Clause No. Ref (if any)</b>		<b>Clause Descriptions</b>
<b>1.</b>	<b>GCC clause no. 1.0</b>	<b>Definition</b>	<ul style="list-style-type: none"><li>• “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.</li><li>• “Approval” as it relates to Company, means written approval.</li><li>• “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.</li><li>• “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.</li></ul>
<b>2.</b>	<b>GCC clause no. 1.2.25</b>	<b>Mobilization</b>	Mobilization time of minimum requisite manpower for the Consultant will be 15 (Fifteen) days from the date of issue of LOA.
<b>3.</b>	<b>GCC clause no. 4.3</b>	<b>Duration of contract</b>	This CONTRACT shall remain valid for a period of 03 (Three) years from the date and time of commencement.
<b>4.</b>	<b>GCC clause no. 25.0</b>	<b>Inspection</b>	Applicable as per GCC.
<b>5.</b>	<b>GCC clause no. 10</b>	<b>Performance Security</b>	Upon awarding of the contract, the contractor shall furnish performance security for an amount of 3% of Annualized contract value within 02 (two) weeks of receipt of LoA with a validity of 90 (ninety) days beyond contract period.

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<b>6.</b>	<b>GCC clause no. 27.0</b>	<b>Terms of Payment</b>	Applicable as per GCC.
<b>7.</b>	<b>GCC clause no. 27.0</b>	<b>Submission of Reports/Invoice</b>	Applicable as per GCC.
<b>8.</b>	<b>GCC clause no. 28.0</b>	<b>Agent Commission</b>	<p>Bidder to be guided by GCC clause no. 28 along with an undertaking to be provided stating as under:</p> <p>[Contractor have confirmed in their offer that M/s. _____ are their authorized Indian Agents in India and are entitled to receive a remuneration of ____ % of total amount payable to Contractor by Operator against the Agreement]</p>
<b>9.</b>	<b>GCC clause no. 14.0</b>	<b>Insurance</b>	To be guided by Clause No. 14.0 of GCC. Contractor to note that coverage period shall be 03 (Three) years i.e. duration of contract from acceptance of mobilization, followed by any extension thereof deemed necessary based on service duration.
<b>10.</b>	<b>GCC clause no. 42.1</b>	<b>Arbitration</b>	Location of Arbitration shall be Duliajan
<b>11.</b>	<b>GCC clause no. 27.11</b>	<b>De-Mobilization</b>	Applicable as per GCC.
<b>12.</b>	<b>GCC clause no. 9.0</b>	<b>Association of Contractor's Personnel</b>	<p><b><u>CONTRACTOR'S PERSONNEL</u></b></p> <p>i) The Contractor must have completed at least 02 (Two) assignments, relevant to the scope of work, in international upstream oil and gas transaction in last 07 years as on original bid closing date.</p> <p>The team members [at least 04 (Four) members including the team/project leader] shall meet the following experience criteria:</p> <p>a) <b>Team Leader</b></p> <p>MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in upstream oil &amp; gas industry or financial</p>

			<p>/Mergers &amp; Acquisitions (M&amp;A) advisory assignments and must have worked in 02 (Two) minimum numbers of consulting assignment(s) related to Production Enhancement Contract (PEC) Business model in upstream oil and gas sector (India or abroad) for oil or gas fields/part of oil or gas field/cluster of oil or gas wells.</p> <p>b) <b>Core team Members (Minimum three members)</b></p> <p>MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified with minimum 08 (Eight) years of experience in handling Financial/M&amp;A advisory assignments and must have worked in 02 (Two) minimum numbers of completed financial/M&amp;A assignments in upstream oil and gas international transaction as on date of issuance of LoA.</p> <p>ii) The names of the team members with names and designation to be attached as Annexure-I. The list of members shall include replacement members of each team member and the replacement members shall meet the experience criteria as mentioned above.</p> <p>iii) The Contractor shall have to complete initial mobilization of the minimum requisite manpower as per SCC clause no. 2.1 under the contract within 15 days (Fifteen) from the date of issuance of LOA.</p> <p>iv) Conflict of Interest: The contractor shall not work for either party in a transaction and endeavour to avoid situations wherein, it might have a conflict of interest. The contractor must keep OIL informed for any potential conflict of Interest that may arise from time to time.</p>
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			v) The contractor shall perform all the obligations, work and services, which are required as per the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work. Following completion of the project, the contractor shall return all the additional data obtained for the purpose of evaluation.
13.	<b>GCC clause no. 24.0</b>	<b><u>ASSOCIATION OF COMPANY'S PERSONNEL</u></b>	Applicable as per GCC.
14.	<b>GCC</b>	<b><u>COMPANY'S REQUISITES</u></b>	<p><b><u>COMPANY'S REQUISITES</u></b></p> <p>i. Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be conversant in written and spoken English.</p> <p>ii. If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.</p> <p>iii. Company reserves the right to reject any person on such list, and any subsequent changes to the list.</p>
15.	<b>GCC clause no. 30.0</b>	<b>Liquidated Damage Clause specific to Tender</b>	Applicable as per GCC.
16.	<b>GCC clause no. 9.3</b>	<b>Provision of Personnel facilities</b>	Applicable as per GCC.
17.	<b>GCC clause no. 23.0</b>	<b>Warranty and remedy</b>	Applicable as per GCC.

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		<b>of defects</b>	
<b>18.</b>	<b>GCC clause no. 48.0</b>	<b>Miscellaneous Provisions: Key personnel</b>	Applicable as per GCC.
<b>19.</b>	<b>GCC clause no. 16.0</b>	<b>Limitation of Liability %</b>	Applicable as per GCC.
<b>20.</b>	<b>GCC clause no. 39.0</b>	<b>Statutory variation/ Newly enacted Law Minimum Wages increment in SCC as the case may be</b>	Applicable as per GCC.
<b>21.</b>	<b>GCC clause no. 24.0</b>	<b>Subcontracting Allowed/Not Allowed</b>	Applicable as per GCC.
<b>22.</b>	<b>GCC clause no. 24.0</b>	<b>Subcontracting If allowed, define Petty Services</b>	Applicable as per GCC.

**CLAUSES SPECIFIC TO THIS TENDER**

<b>23.</b>	<b>PENALTY</b>	For Phase-1, the timeline for submission of report on Phase-I will be 07 (Seven) weeks from the date of Notification for Phase-I by OIL. Failure to comply with the prescribed timeline for reasons attributable to the contractor will lead to penalty @ 10% of Phase-I rate per day considering seven weeks for the total Phase- I rate upto a maximum of 20% of the total Contract value.
<b>24.</b>	<b>Area of Operation</b>	Assam & Arunachal Pradesh  <b><u>KNOWLEDGE OF SITE CONDITION:</u></b> Contractor shall deemed to have inspected and examined the sites and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the topography of the area of operation, well sites, approaches, infilled roads/bridge conditions, climate etc. and quantities

		and nature of work and materials necessary for the completion of the work, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.
<b>25.</b>	<b><u>HSE Policy</u></b>	<p>Contractor shall observe such safety/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care &amp; caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.</p> <p><b><u>ENVIRONMENT MANAGEMENT</u></b></p> <ol style="list-style-type: none"> <li>i. Contractor shall ensure that there is no pollution either of water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.</li> <li>ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.</li> <li>iii. Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of</li> </ol>

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		<p>any breach of procedures under applicable provisions of Mines Act, Pollution Control Board (Assam) the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.</p> <p>iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.</p> <p>v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:</p> <p>a. Total manpower list</p> <p>b. All certificates as per applicable laws including Mines Acts.</p> <p>a. Regional Labour certificate, if required.</p>
<b>26.</b>	<b>Notice</b>	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:</p> <p><b><u>Company</u></b></p> <p>a) <b><u>For contractual matters</u></b>  CGM (Contracts)  OIL INDIA LIMITED  PO DULIAJAN - 786602  ASSAM, INDIA  Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></p> <p>b) <b><u>For technical matters</u></b>  Chief General Manager [PSS]  OIL INDIA LIMITED  PO Duliajan – 786602  Assam, India  Email: <a href="mailto:productionservicessupport@oilindia.in">productionservicessupport@oilindia.in</a></p> <p>c) <b><u>Contractor</u></b>  A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>27.</b>	<b>RECORDS, REPORTS AND INSPECTION GCC Clause no. 25.0</b>	Applicable as per GCC.
<b>28.</b>	<b>CONFIDENTIALITY</b>	All information obtained by Contractor in the conduct of



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	<b>OF INFORMATION</b>	<p>operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.</p> <p>In view of the Confidentiality Agreements (CA) OIL signs, the contractor would also be required to execute a similar back-to-back CA with OIL and would be required to keep all information provided as "Confidential" and not disclose to any party without obtaining prior approval from OIL. To regularize the confidentiality, the contractor is requested to sign a Confidentiality Agreement as per the Contract signing after due signature from your competent authority.</p>
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**GOODS AND SERVICES TAX:**

1. In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
2. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
5. Where the OIL is entitled to avail the input tax credit of GST:  
OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.  
The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
6. Where the OIL is not entitled to avail/take the full input tax credit of GST:  
OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.  
The bids will be evaluated based on total price including GST.
7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or

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payable by OIL to Contractor/Supplier.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor/Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
14. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.
15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government

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Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

21. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
22. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
23. Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
28. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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29. Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

- p) The original copy being marked as ORIGINAL FOR RECIPIENT;
- q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- r) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

30. Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

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

### **32 CUSTOMS DUTY**

- 32.1 Company shall use the Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List- 12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- 32.2 Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma- A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.
- 32.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 32.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs

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authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 32.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 32.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

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**PART-IV****SCHEDULE OF RATES**

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done subject to maximum rate quoted by the bidder.

<b>SL No.</b>	<b>Milestone</b>	<b>Brief Description</b>	<b>Unit</b>	<b>Qty.</b>
1	Phase-1	Formulating and firming up the techno-commercial Business models and financial parameters along with report submission.	LSM	1
2	Phase-2	Formulation of Tender docs, Assistance for queries raised by potential PEC Bidders after floating of tender.	LSM per Tender	3
3	Phase-3	Evaluation of the bids submitted by the potential PEC Service Providers.	LSM per Tender	3

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**To,  
GM-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of service: IFB No. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'.**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

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

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
4. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
5. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
6. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.
7. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
8. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

9. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
10. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
11. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
12. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
13. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
14. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
15. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
16. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT-Revised**

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 **IFB No. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 - Commitments of the Principal**

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

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

3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section: 2 - Commitments of the Bidder/Contractor**

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section: 8 - External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

### **Section: 9 - Pact Duration**

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

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

### **Section: 10 - Other provisions**

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

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

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



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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.  
Date .

**No. FP-20013/2/2017-FP-PNG**  
Government of India  
Ministry of Petroleum and Natural Gas  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 17<sup>th</sup> November, 2020

To,

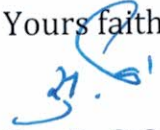
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

**Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स  
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

**1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### 3. **Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.



- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## **5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.



5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### **6.3 LC of the EPC Contracts:**

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

### **6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## **7 Certification and Verification**

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
  - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

#### 7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,  
a) Reduce the minimum local content below the prescribed level; or  
b) Reduce the margin of purchase preference below 20%; or  
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

## **PROCEDURE FOR AWARD OF CONTRACTS**

### **Procedure for award of contracts under this policy shall be as follows:**

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

## **CHECKLIST FOR BEC**

### **Annexure- A to BEC**

Bidders to mark (√) **Provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable.

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
I.	<b><u>BID EVALUATION CRITERIA (BEC):</u></b> The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.			
1.0	<b><u>TECHNICAL EVALUATION CRITERIA:</u></b>  <b>The bidder must be incorporated in India and must maintain more than 20% local content for the offered services.</b>  Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide <b>Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020</b> of MoPNG (or subsequent amendments, if any) shall be applicable as per the Notification(s) and any amendment thereof.  If such local content is not maintained during execution of contract, OIL			



	<p>reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.</p> <p>A copy of Certificate of Incorporation and undertakings as per the PP-LC notification must be provided along with the Bid. In case of non-submission of the same, the bid shall be rejected straightaway.</p>			
<b>1.1</b>	<p>i) The bidder must be an oil and gas consultancy firm and must have an experience of minimum 15 (Fifteen) years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.</p> <p>ii) The bidder shall have an experience of successfully completing at least 01 (One) 'SIMILAR WORK' under a single contract in any E&amp;P Company [Companies engages in Exploration and production of Crude Oil and Natural Gas] during the last 07 (Seven) years reckoned from the original bid closing date.</p>			
	<p><b><u>Notes to BEC Clause 1.1 above and 4.0 below:</u></b></p> <p>A) 'SIMILAR WORK' mentioned in para 1.1 above means experience of successfully completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) in upstream oil and gas sector for oil or gas fields.</p>			



	<p>BUSINESS MODEL means business models for Production Enhancement Contract (PEC) in form of collaboration with other E&amp;P players/technology provider for operations management/field development including facility augmentation/technology induction on Revenue sharing/Participating interest basis or any other equivalent model.</p> <p>B) 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>C) In case the start date of the requisite experience is prior to the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date, such experience shall qualify for evaluation.</p> <p>D) In support of the experience criteria of Clause No. 1.1 i) and ii) above and 4.0 below, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p>I. <b><u>In case work experience is against OIL's Contract:</u></b> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p>i) Work order no./Contract No.  ii) Quantity of job done  iii) Period of service  iv) Nature of service</p> <p>II. <b><u>In case work experience is not against OIL's Contract:</u></b> Bidder must submit the following:</p> <p>i) Contract document showing details of work,  and</p>			
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	<p>ii) Job Completion Certificate showing:</p> <p>(a) Quantity of job done</p> <p>(b) Nature of job done and work order no./Contract no.</p> <p>(c) Contract period and date of completion or</p> <p>ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(a) Work order no./Contract no.</p> <p>(b) Quantity done</p> <p>(c) Period of service</p> <p>(d) Nature of service</p> <p>iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.</p>			
<b>2.0</b>	<p><b><u>MOBILISATION TIME:</u></b></p> <p>The bidders must confirm their compliance in their 'technical' bid to complete the mobilization of requisite minimum manpower as per SCC Clause No. 2.1 of the Tender within 15 (Fifteen) days from the date of issuance of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 15 (Fifteen) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.</p>			
<b>3.0</b>	<p><b><u>FINANCIAL REJECTION CRITERIA:</u></b></p> <p>3.1 The bidder shall have an annual financial turnover of minimum <b>Rs. 27,66,805.00</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p>			

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

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

**Note to Financial Clause No. 3.0 above:**

(a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII.**

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

(b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting

	<p>year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per <b>PROFORMA-X</b>.</p> <p>(c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>(d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.</p> <p>(e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 3.1 &amp; 3.2.</p> <p><b><u>NOTES:</u> OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b></p>			
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**4.0****QUALITY & COST BASED SELECTION (QCBS)-SCORING AND EVALUATION CRITERIA**

Bids shall be evaluated both in terms of quality as well as quoted price i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for quality is 60 and the weightage for the quoted price is 40 i.e. Quality:Quoted Price is 60:40. Competency of the bidder shall be evaluated through the QCBS matrix as indicated below:

Sl No.	Quality Criteria	Marks
<b>1.</b>	<b>Experience of the bidders in consultancy work related to oil and gas business</b>	<b>10 (max)</b>
a)	Experience of 20 or more than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 20 (Twenty) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	10
b)	Experience of 15 or more than 15 years but less than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	5
<b>2.</b>	<b>Experience of successfully executing/completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from the original bid closing date.</b>	<b>30 (max)</b>
a)	Completing 05 or more consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> ’.	30
b)	Completing 3 or 4 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> ’.	25
c)	Completing 1 or 2 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> ’.	20

<b>3.</b>	<b>Project Team and Credentials</b>		
<b>3.1</b>	<b>Team Leader:</b>		<b>15 (max)</b>
a)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 04 (Four) or more numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	15	
b)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 03 (Three) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	10	
c)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	7	
<b>3.2</b>	<b>Core team Members (Minimum three members)</b>		<b>5 (max)</b>
	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified with minimum eight (08) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>TOTAL</b>			<b>60</b>

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in

	<p><b>PROFORMA-XY</b> and submit the same along with the technical bid.</p> <p>iii) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An undertaking in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against Team Leader and Core Team Member having equal or more experience and qualification, however, for marking against QCBC, persons with least qualification will be considered.</p> <p>iv) A bid shall have to meet a minimum qualifying mark of 30 (50% of the total marks) in quality evaluation criteria as per Clause No. 4.0 above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as per Clause No. 6.0 below.</p>			
<b>5.0</b>	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p>5.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in <b>“Technical Attachments” Tab</b> and Priced Bid as per Proforma-B uploaded in the <b>“Notes &amp; Attachments” Tab</b>. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p>			

	<p>5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>5.3 Bids should be valid for a period of <b>120 (one-hundred twenty)</b> days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed <b>“Bid Security Declaration” (PROFORMA-V)</b> accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>5.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.</p> <p>5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids</p>			
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	<p>shall not be considered and shall be straightway rejected.</p> <p>5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>5.9 Any Bid containing false statement shall be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> <li>xi) Bid Security Declaration</li> <li>xii) Integrity Pact</li> </ul>			
<b>6.0</b>	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and</p>			

	<p>considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p> <p>6.1 If there is any discrepancy between the unit price and the total price, the unit price shall 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 shall be adopted for evaluation.</p> <p>6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under <b>Section - IV</b> and the summarized price schedule format vide enclosed <b>Proforma-B</b>.</p> <p>6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>6.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the <b>Price Bid Format</b> as per 'Proforma-B'.</p> <p>6.6 <b><u>INTER-SE-RANKING OF THE QUALIFIED BIDS:</u></b></p>			
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	<p>To ascertain the inter-se-ranking of the bids, the Quality &amp; Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:</p> <p>An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 25 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:</p> <p><b><math>B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * Y</math></b></p> <p>Where,</p> <p>C = Evaluated Bid Price of the bidder  <math>C_{\text{low}}</math> = The lowest of the evaluated bid prices amongst responsive bids.  T = The total marks obtained by the bidder against Quality criteria  <math>T_{\text{high}}</math> = The total marks achieved by the best bid among all responsive bids against Quality criteria  X = 0.4 (The weightage for Quoted price is 40)  Y = 0.6 (The weightage for Quality is 60)</p> <p><b>Note:</b></p> <p>i) The Evaluated Bid Score (B) shall be considered upto two decimal places.  ii) Contract shall be awarded to the bidder with the highest evaluated bid score (B).  iii) In the event of two or more bids having the same highest evaluated bid score (B), the bid scoring the highest marks against quality criteria shall be recommended for award of contract. Even if there is a tie, draw of lots shall be resorted to arrive at the recommended bidder.</p> <p>6.7 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders</p>			
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	<p>are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.</p> <p>6.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer shall 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 shall be binding on the bidder.</p> <p>6.9 Input Tax Credit on GST (Goods &amp; Service Tax) for this service is NOT available to OIL &amp; the bids shall be evaluated based on total price including GST.</p> <p>6.10 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the bidder with the highest evaluated bid score (B) as mentioned in Clause No. 6.6 above.</p>			
<b>7.0</b>	<p><b><u>GENERAL:</u></b></p> <p>7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on</p>			

	<p>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 shall be final and binding on the bidders.</p> <p>7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses 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 shall be summarily rejected.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
<b>8.0</b>	<p><b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			
<b>9.0</b>	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) shall NOT applicable against this tender.</p>			

**EXHIBIT-I**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-  
CONTRACTIONG**

(REF. CLAUSE NO. 8.6 OF THE FORWARDING LETTER)

We, M/s \_\_\_\_\_ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-II**

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 8.1 OF THE  
FORWARDING LETTER**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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,**  
**P.O. Duliajan, Assam, India**

**Sub: IFB No. CDH7193P22**

*Gentlemen,*

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

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020/21.

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

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

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

**Seal of the Bidder:**



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

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

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

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

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

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of 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 IFB requirements.

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

**TO**  
**GM- CONTRACTS**  
**OIL INDIA LIMITED**  
**P.O. DULIAJAN-786602**  
**Assam, India**

Sir,

**SUB: OIL's IFB No. CDH7193P22**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'.**

Yours Faithfully,

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

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

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

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

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

**PROFORMA LETTER OF AUTHORITY**

**TO**  
**GM-CONTRACTS**  
**Contracts Department**  
**P.O. DULIAJAN PIN-786602**  
**Dist. Dibrugarh, Assam**  
**India**

Dear Sir,

**SUB: OIL's IFB No. CDH7193P22**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against **IFB No. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'** 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.

**BID SECURITY DECLARATION**

(to be submitted on Bidders's letter head)

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

**TENDER NO. CDH7193P22**

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of**  
**Authorized Signatory and Company Seal**

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

**To**  
**M/s OIL INDIA LIMITED,**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

**E-TENDER NO. CDH7193P22**

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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



**E-TENDER NO. CDH7193P22**

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**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. CDH7193P22**

**To,**  
**The GM-Contracts**  
**Contracts Department,**  
**OIL, Duliajan**

**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 Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE  
OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of  
Tender No. CDH7193P22**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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

Srl#	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

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

Authorized Person's Signature: \_\_\_\_\_

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

Seal of the Bidder:

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDH7193P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One-Hundred Twenty) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

**E-TENDER NO. CDH7193P22**

12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE**

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details:-**

Bank Branch IFS Code	
<b>Contact Details</b> E-mail Addresses	Mobile Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

**Declaration:**

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:

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

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Encl: Original bank guarantee

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s .....  
(Name of the Bidder) for the last 03 (Three) completed accounting years up to ..... **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:



