



KG Basin Project

D.NO.11-4-7, Nookalamma Temple Street
Ramarao Peta, KAKINADA
Andhra Pradesh-533004, INDIA
Phone (O) 0884-2302176
Email: kgbasin@oilindia.in

FORWARDING LETTER

(INDIGENOUS COMPETITIVE BIDDING)

TENDER NOTICE NO. CEI3571P20

"Hiring of services for pre-drill EIA and EMP studies" for OIL's offshore block: KG/OSDSF/GSKW/2018 of Eastern Coast of Andhra Pradesh for assisting OIL in all related activities for obtaining CRZ environmental clearance from MoEF&CC for a period of one year from the date of issue of LOA with a provision for extension up to another one year under same terms and conditions of contract

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. Oil India Limited (OIL)'s Project office located at Kakinada is presently. OIL has been awarded a Revenue Sharing Contract (RSC) for carrying out petroleum operation in offshore Block: KG/OSDSF/GSKW/2018 in East Godavari District of Andhra Pradesh by Government of India under the second round of Discovered Small Fields (DSF-II) in March 2019. The operations under this Contract will be executed through K G Basin Project of OIL situated in Kakinada, Andhra Pradesh, India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its operations in the above Block, OIL invites Indigenous Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **"Hiring of services for pre-drill EIA and EMP studies" for OIL's offshore block: KG/OSDSF/GSKW/2018 of Eastern Coast of Andhra Pradesh for assisting OIL in all related activities for obtaining CRZ environmental clearance from MoEF&CC for a period of one year from the date of issue of LOA with a provision for extension up to another one year under same terms and conditions of contract.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. Interested and eligible parties are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

Tender No.	CEI3571P20
a. Type of IFB	Online – Single-Stage Composite-Bid System
b. Bid Closing Date & Time	As mentioned in Online e-tender portal
c. Bid Opening Date Time	As mentioned in Online e-tender portal

TENDER NO: CEI3571P20

d. Bid Submission Mode	Bid to be uploaded online in OIL's e-procurement portal.
e. Bid Opening Place	Office of the Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7 Nookalamma Temple Road Ramarao Peta, Kakinada, Andhra Pradesh-533004, India
f. Bid Validity	90 days from Bid Closing date
g. Mobilization Time	15 days from the date of LOA
h. Bid Security Amount	INR 1,05,500.00
i. Bid Security Validity	120 days from bid closing date
j. Amount of Performance Security	10% of estimated contract value
k. Validity of Performance Security	3 months beyond date of completion of contract
l. Duration of the Contract	For a period of one year from the date of issue of LOA with a provision for extension of another one year under same terms and conditions of contract.
m. Quantum of Liquidated Damage for Default in Timely Mobilisation	0.5% of estimated Contract Value per week or part thereof subject to maximum of 7.5%
n. Bids to be addressed to	Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
o. Integrity Pact	Must be digitally signed and uploaded along with Techno-commercial Bid

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

Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent 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 Integrity Pact (please refer **INTEGRITY PACT** attached as Annexure-A to this Tender) for the same:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India
E-mail: rajivmathur23@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

4.0 A. Bid Security: Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or submission of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-E)**.

B. Performance Security: In case the bidders submit performance Security in the form of Bank Guarantee, then the BG should be issued by any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-F)**.

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

5.1 To participate in OIL's e-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

5.1.1 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.

5.1.2 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 is not responsible.

5.1.3 The authenticity of above digital signature shall be verified through authorized CA after Bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the Bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.2 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 enlistment system in E-Portal.

5.3 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled Bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

5.4 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 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.

5.5 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.6 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's Bid portal to view the available open tenders. **The detailed guidelines are available in OIL's Bid procurement site (Help Documentation).** For any clarification in this regard, Bidders may contact e-tender support cell at Duliajan at **erp_mm@oilindia.in**, Ph.: **+91-374-2804903/+91 -374-2807178/7192/7171**.

5.7 TENDER FEE: Not Applicable. No Tender Fee is required to be paid. All interested parties can obtain Tender free of cost and participate.

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

5.9 The link to OIL's e-procurement Portal has been provided through OIL's web site (www.oil-india.com).

6.0 EXEMPTION OF BID SECURITY:

In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

6.1 MSEs Units (manufacturers/Service Providers only and not their dealers / distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.

6.2 Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

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

6.4 Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

7.0 **IMPORTANT NOTES:**

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

i) The Bid along with all supporting documents must be submitted through OIL's e-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Executive Director(KGB&BEP), OIL INDIA LIMITED, KG Basin Project Office at D.No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the Bid.
- d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original Bid security, must be received at OIL's office of Executive Director (KGB&BEP) at Kakinada on or before 11.00 Hrs (IST) on the Bid Closing date failing which the Bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Bid in OIL's e-procurement site.

ii) Bid should be submitted online in OIL's e-procurement site before 11.00 AM (IST) (Server Time) of the Bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB&BEP) in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the Bid will be rejected.

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

v) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company

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

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

vii) The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Technical Bid.

A. In case of Sole Proprietorship Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.

B. In case of HUF, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating there in the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.

C. In case of Partnership Firm, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.

D. In case of Co-Operative Societies, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.

E. In case of Societies registered under the Societies Registration Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.

F. In case of Joint Stock Companies registered under the Indian Companies Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.

G. In case of Trusts registered under the Indian Trust Act, copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.

viii) The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract (attached vide Proforma-G).

ix) The Bid Security / Performance Security Money shall not earn any interest.

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

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

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

xiii) **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.

With regards to this, the bidder has to provide an undertaking also as per the format attached in **Annexure-C**.

xiv) **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.

xv) **The tender will be governed by:**

Forwarding Letter

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.

General Conditions of Contract

Scope of Work/Terms of Reference/Technical Specifications

Schedule of Rates & Payment

Integrity Pact

Annexures & Proformas

Price Bidding Format

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

xvii) The tender is invited under **SINGLE-STAGE COMPOSITE-BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids together 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 under **"Technical Attachment" Tab only. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. In Bid opening, both Technical & Priced Bids will be opened.**

SCREEN SHOT:

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria

RFX Response Number: 60037504 RFX Number: TESTARIUP Status: In Process Submission Deadline: 15.04.2017 11:00:00 INDIA Opening Date: 15.04.2019 00:00:00 INDIA

RFX Response Version Number: Active Version RFX Version Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Go to this Tab "Notes and Attachments" for uploading "Price Bid" files

Go to this Tab "Technical Attachment" for uploading "Technical Bid"

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

Note:

- * The "Technical Bid" shall contain all techno-commercial details.
- ** 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.

8.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE

The rates / costs quoted by bidders against the e-tender shall be available for online viewing after bid opening. For tenders where **Detailed Price Information** under **"RFx Information"** Tab Page is **"No price"**, the bidders shall have to enter the **Total Cost (including GST)** as per their price bid in the data field **"Total Bid Value"** under **"RFx Information"** Tab Page in addition to uploading their pricing as per the "Price Bid format" under **"Notes & Attachment"** Tab Page.

Create RFX Response

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close

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

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Callouts:

- Bidder to select the currency of the response.
- Total Bid value is mandatory in "No Price" RFX only.
- "Total Bid Value" considering all the taxes & duties.

The Total Amount (inclusive of GST) as entered by the bidders against "Total Bid Value" in their on-line response shall be displayed in the e-tender portal amongst the bidders whose bids have been opened and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in 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.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(D Mishra)
Sr. Officer (C&P)
for Chief General Manager (C&P)
for Executive Director (KGB&BEP)

Date: 14.01.2020

PART - 1
INSTRUCTIONS TO BIDDERS

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

1.1 Bidders are advised to have a thorough understanding of the area, fair weather slot, weather conditions, working culture in the coastal area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves all the above aspects 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.

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders (Part-1)
- (c) Bid Evaluation Criteria (Part-2)
- (d) General Conditions of Contract (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification (Part-3, Section-II)
- (f) Schedule of Services / Schedule of Rates (Part-3, Section-III)
- (g) Bid Form (Proforma-B)
- (h) Certificate of Compliance with respect to BRC, (Proforma-C)
- (i) Statement of Compliance (Proforma-D)
- (j) Bid Security Form (Proforma-E)
- (k) Performance Security Form (Proforma-F)
- (l) Contract Form (Proforma-G)
- (m) Proforma of Letter of Authority (Proforma-H)
- (n) Authorisation for Attending Bid Opening (Proforma-I)
- (o) Integrity Pact (Annexure-A)
- (p) Format for Certificate of Annual turnover & Net Worth (Annexure- B)
- (q) Undertaking of authenticity of information/documents submitted (Annexure-C)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS

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

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

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

B. PREPARATION OF BIDS

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

5.1 BIDDER'S/AGENT'S NAME & ADDRESS

Bidders should indicate in 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 authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID

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

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.

- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.14 hereunder.
- (iv) Price-Bid Format as per Proforma-B
- (v) Bid Form as per Proforma-C
- (vi) Statement of Compliance as per Proforma-D
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the Bid document to be digitally signed by the Bidder.
- (viii) Undertaking of authenticity of information/documents submitted (Annexure-C)

7.0 BID FORM

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

8.0 BID PRICE

8.1 Prices must be quoted by the Bidders online as per the price Bid format available in OIL's e-tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

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

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

9.0 CURRENCIES OF BID AND PAYMENT

9.1 As the Bids against this tender are invited only from eligible Indigenous/domestic bidders, all rates/prices must be quoted in India Rupees only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

10.1 These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

11.0 BID SECURITY

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with

the NIT/Tender vide **Proforma-E** or online payment through OIL's e-portal in or an irrevocable Letter of Credit (L/C) issued from 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 bidder.

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

Note: Bid Security in the form of Cheque will not be acceptable. However, Cashier's cheque or DD drawn on "Oil India Limited" and valid for 90 days from the date of issue and payable at Kakinada shall be accepted.

11.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

11.4 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

11.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

11.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.7 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

11.8 Any Bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.9 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

11.11 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.12 The Bid Security may be forfeited, if:

- i) The Bidder withdraws the Bid within its original/extended validity.
- ii) The Bidder modifies/revise their Bid Suo-moto.

- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.

11.13 In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period of 6 months to two(02) years as the case may be as per Company's Banning Policy(available in OIL website).

11.14 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal. The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB&BEP), OIL INDIA LIMITED, KG Basin Project Office at D.No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

11.15 A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

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

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bids shall remain **valid for 90** days from the date of closing of Bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their Bid about the Bid validity, it will be presumed that the Bid is valid for 90 days from Bid Closing Date.

13.2 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. The Bid Security provided under Para 11.0 above shall also be suitably extended. 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.

C. SIGNING & SUBMISSION OF BIDS

14.0 SIGNING OF BID

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by Bidder as mentioned in Para 15.1 below.

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.

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

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

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in

which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

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

15.0 SUBMISSION OF BIDS

15.1 The tender is processed under **Single Stage - Composite Bid system**. Bidder shall submit their Bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's e-tender Portal, detailed instructions are available in "**HELP DOCUMENTATION**" available in OIL's e-tender Portal. Guidelines for Bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. The priced bid should not be submitted in physical form which shall not be considered. For details please refer "INSTRUCTIONS" documents.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the "IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder's name" and should be submitted to Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project, Door NO. 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramarao Peta, Kakinada 533004, Andhra Pradesh, India on or before 11.00 Hrs(IST) on the Bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the Bid digitally
- iii) Any other document required to be submitted in original as per Bid document requirement.
- iv) Printed catalogue and literature if called for in the Bid document.

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

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

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 Deleted

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 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.

17.2 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.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00Hrs (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.

18.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the Bid. The documents in physical form mainly the Original Bid Security 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.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.

20.0 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.

21.0 BID OPENING AND EVALUATION

21.1 Company will open the Bids, including submission made pursuant to **clause 19.0**, in presence of Bidder's representatives who choose to attend at the date, time and place

mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) 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.

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

21.3 Bids which have been withdrawn pursuant to clause 19.0 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.

21.4 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 and such other details as the Company may consider appropriate.

21.4.1 Company shall prepare, for its own records, minutes of Bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.

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

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

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

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

21.9 The Company shall perform Technical evaluation of the responsive Bid(s) on the basis of **Section II ‘Terms of Reference/Scope of Work/ Technical Specification’** and **Part-2 ‘Bid Evaluation Criteria’**.

22.0 ANALYSIS OF PRICED BIDS

22.1 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.

22.2 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.

23.0 Deleted

24.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the Bid will be considered for evaluation.

24.2 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.

25.0 CONTACTING THE COMPANY

25.1 Except as otherwise provided in **Clause 21.0** 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 21.6**.

25.2 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.

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA

26.1 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.

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID

27.1 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.

28.0 NOTIFICATION OF AWARD

28.1 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.

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from 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 Bidder.

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

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

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

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

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. 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.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

30.0 SIGNING OF CONTRACT

30.1 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.

30.2 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.

30.3 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 Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS

31.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

32.0 CREDIT FACILITY

32.1 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.

33.0 MOBILISATION ADVANCE PAYMENT

33.1 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.

33.2 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 mobilise as per agreement.

33.3 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.

34.0 INTEGRITY PACT

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** 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 uploaded 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 have 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.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd.), Shri Jagmohan Garg, Ex- Vigilance Commissioner and Shri Rudhra Gangadharan, IAS (Retd.) as Independent External Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com
2. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVC, e-Mail ID: jagmohan.garg@gmail.com
3. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture, e-Mail ID: rudhra.gangadharan@gmail.com

35.0 LOCAL CONDITIONS

35.1 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.

35.2 SITE VISIT: The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-Bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

36.0 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.

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

END OF PART – 1

PART – 2
BID EVALUATION CRITERIA (BEC)/ BID REJECTION CRITERIA (BRC)

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 required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

A. TECHNICAL EVALUATION CRITERIA:

1.0 Bidder must have executed at least one offshore EIA study (Project) for Offshore Oil & Gas Exploration, development & productions Project in India and should have obtained Environmental Clearance (EC) from the Authority Concerned for the corresponding project/s. The Project should have been executed during previous seven years from the original bid closing date to any PSU or Central Govt organisation or State Govt Organisation or any other public limited company and must be having contract value of minimum Rs. 26.38 Lakhs.

Note: Documentary evidence viz. (i) Copy of Contract **along with** Completion certificate/Performance Report issued by Client or (ii) Copy of Contract **along with** Payment Certificate or proof of release of Performance Security etc. must be submitted along with the Bid towards meeting experience criteria as above.

2.0 Bidder should have valid accreditation certificate under sec-1(b) Offshore and onshore oil and gas exploration, development & productions from Quality Council of India (QCI) / National Accreditation Board of Education and Training (NABET) and copy of the same must be submitted along with the bid.

3.0 The bidder involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET) would need to provide the status of approvals etc. for other organizations/ Laboratories who will provide the data. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 and subsequent amendments, there of if any on the Ministry's website <http://www.moef.nic.in> may be referred.

4.0 Bidder shall submit names of their proposed core team members with Designation/Qualification/Area of expertise etc. without which bid will be treated as incomplete and rejected.

5.0 Bidder has to prepare final EIA/EMP/RA reports as per the guidelines given in the EIA Notification 2006 and subsequent amendments if any.

B. FINANCIAL EVALUATION CRITERIA:

1.0 The annual turnover of bidder in any of the last three financial/ accounting years (to be considered from original bid closing date of tender) shall be minimum Rs.15.83 Lakhs.

Documents required towards proof of Financial turnover of bidder– (1) Audited balance sheets / profit and loss accounts etc. for the past three (3) years or (2) Certificate from a practicing Chartered Accountant/ Cost accountant certifying the Average Annual turnover with Membership No. and Firm Registration No.

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

Note: Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.

Notes:

(a) For proof of annual turnover & net worth any one of the following documents must be submitted along with the bid: -

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

OR

ii. Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

b) 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.

C. GENERAL EVALUATION CRITERIA:

1.0 The Statement of Compliance (enclosed **PROFORMA – D**) should be digitally signed and uploaded along with the Bid. In case Bidder takes exception to any clause of Tender 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 the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in **PROFORMA-D** of this Section by the Bidder.

4.0 The Integrity Pact (**Annexure-A**) 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.

5.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

6.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

7.0 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

D. PRICE EVALUATION CRITERIA

1.0 Bids will be technically evaluated on the basis of the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.

1.1 The bids conforming to the technical specifications, general terms and conditions, financial terms and condition stipulated in the bidding document along with compliance of Bid rejection Criteria would be considered as responsive and will be considered for evaluation.

2.0 For the purpose of bid evaluation, the estimated quantities against each item in Clause 1.0, Section-III of Part-3 will be multiplied by the unit rates quoted by the technically acceptable bidders and the total amount against each item will be added to evaluate the total estimated value of the contract to compare and determine the lowest bid. Contract will be awarded to the lowest evaluated bid subject to price preference clause below:

2.1 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

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

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

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

(d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidders are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

Note:

(a) The estimated quantities indicated in Section-III against each item is for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done only.

(b) 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.

BID REJECTION CRITERIA (BRC):

1.0 The bids are to be submitted in **Single-Stage Composite bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together.

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

3.0 Bids with shorter validity i.e. less than **90 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid security shall be furnished as a part of the Techno Commercial Bid and shall reach OIL's office at Kakinada (KG & BEP Project Office) before bid closing date & time. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's e-procurement portal 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. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

7.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

8.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person (s) signing the bid.

10.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.

11.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

12.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

13.0 Any Bid containing false statement shall be rejected.

14.0 Bids are invited under **Single-Stage Composite Bid System**. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under "Technical Attachment" Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under "Notes and Attachments".

16.0 Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected:-

- i. Performance Guarantee Bond Clause
- ii. Force Majeure Clause
- iii. Tax Liabilities Clause
- iv. Arbitration Clause
- v. Acceptance of Jurisdiction and Applicable Law Clause
- vi. Liquidated damage and penalty clause
- vii. Termination Clause
- viii. Integrity Pact
- ix. Withholding Clause

17.0 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in

the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:

- (i) The original bid security and
- (ii) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

END OF PART – 2

PART 3
SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Company" or "OIL" means Oil India Limited;
- (d) "Contractor" means the Contractor performing the work under this Contract.
- (e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.
- (h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.
- (j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (k) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.
- (l) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

(m) “Gross Negligence” means 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 wanton 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.

(n) “Wilful Misconduct” means 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.

(o) “Affiliate” means any Person Which Controls, or is Controlled by, or under common Control with a Party; “Control” in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(p) “Co-venturers” shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 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.

2.2 MOBILISATION AND OTHER TIMELINES OF THE CONTRACT:

1. Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent Within 15 days of the receipt of the Work Order or Letter of Award (LOA).

2. Duration of data collection and field work: 3 (three) months

3. (a) Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)}: Within 30 days of completion of data collection.

(b) Submission of Final EIA Report {20 Hard Copies and 20 Soft Copies (CD)}: Within 15 days of the receipt of comments from the Project proponent.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the **mobilization is completed in all respects** will be treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of Twelve (12) months from the Date of Commencement of the Contract with a provision for extension of another one year under same terms and conditions of contract.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost-effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 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.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 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.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his 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 ten (10) days from the date of issuance of notice without affecting the operation of the company.

5.3 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 to Kerala and Andaman & Nicobar Islands /field site, en-route/ local boarding,

lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state-of-the-art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 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 so far, 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:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or

(b) which is 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.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 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.

7.4 During this 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 shall have 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.

7.5 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;

8.0 TAXES:

8.1 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.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all their personnel deployed in India by Contractor.

8.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 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.

8.5 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.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties on purchases and sales made by Contractor shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted prices should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract at their cost.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain all such insurance coverage.

9.3 All insurance taken out by Contractor or his sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Schedule of Rates (Part-3, Section III)**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation

or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, neither party will have any obligation. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply unless otherwise agreed to.

12.0 TERMINATION

:

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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, 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.

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the

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.

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL: 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 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.

12.7 TERMINATION DUE TO DELAY IN MOBILISATION:

The company shall have the right to terminate the contract without prejudice to any of the clauses of the Contract on account of delay in mobilization.

12.8 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 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 up to the date of termination including the Demobilization cost, if any.

12.9 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.10 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.11 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.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for Suppliers/contractors other than PSU):

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:

1. 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.

2. 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
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. 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.

6. Parties agree 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.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Up to INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. 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.

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

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)/ Port Trusts inter se 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 DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The venue of all arbitrations under both 13.1 & 13.2 will be Kakinada/New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing to the applicable address specified below:

Company

Oil India Limited
D. No.11-4-7, Nookalamma Temple Street,
Ramarao Peta, KAKINADA
Andhra Pradesh- 533004, INDIA

Contractor

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

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(s). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

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

16.2 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.

16.3 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.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES AND PENALTY:

17.1 Time is the essence of the Contract. In the event of the Contractor's default in timely mobilization for commencement of Work within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of estimated Contract value per week or part thereof for delay subject to maximum of 7.5% of contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract. If the Contractor fails to mobilise within 15 weeks after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever. 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/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company within 2 weeks of award of Contract, a Bank Guarantee/LC for 10% of total estimated Contract value valid till 3 (three) months beyond the Contract Expiry date towards Performance Security. The Performance Security shall be forfeited by Company, if Contractor fails to fulfil its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security shall be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 (thirty) days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's HSE officials will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Survey contractors to major international oil companies in the petroleum industry.

20.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, 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. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Covertures 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-contractors 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/or 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.

21.3 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.

21.4 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.

21.5 Except as otherwise expressly provided, 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.

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

21.7 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.

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

22.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) 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.

(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 50% of the Contract Price, 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.

23.0 INDEMNITY AGREEMENT:

23.1 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 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.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees 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.

24.0 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.

25.0 ENTIRE CONTRACT: This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

26.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised 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 IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company 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 IP survey 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 survey, or give out to any third person information in connection therewith.

27.0 PAYMENTS, MANNER OF PAYMENT, RATES 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 **MANNER OF PAYMENT:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

27.3 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.

27.4 **INVOICES:** The Contractor shall furnish the following documents along with first invoice under the contract:

- a. Copy of valid GST Registration Certificate (if applicable).
- b. Bank particulars as required for making payment through Electronics Mode.
- c. Tax Invoice as per relevant Tax Rules clearly indicating GST Registration Number (if applicable), Service Classification, Rate & Amount of GST.
- d. Copy of PAN Card issued by Indian Income Tax Authority (if applicable).
- e. copies of all insurance documents as stipulated in Contract.

27.5 The Contractor shall furnish the following documents along with all subsequent invoices under the contract.

- (a) Tax Invoice with proof of payment of GST to appropriate authorities for the previous invoice (if applicable).

27.6 Contractor shall submit three (03) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the Company for processing payment.

27.7 Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

27.8 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 27.3 above.

27.9 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.

27.10 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based up to 2 (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 **APPLICABLE LAW:**

28.1 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 exclusive jurisdiction of Courts situated in Kakinada, Andhra Pradesh.

28.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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- as applicable to safety and employment conditions
- b. The Minimum Wages Act, 1948
- c. The Oil Mines Regulations, 1984 or latest version
- d. The Workmen's Compensation Act, 1923
- e. The Payment of Wages Act, 1963
- f. The Payment of Bonus Act, 1965
- g. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h. The Employees' Pension Scheme, 1995
- i. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k. GST/ IGST / CGST / SGST / UTGST Act and amendments thereof.
- l. Customs & Excise Act & Rules
- m. Income Tax Act.
- n. Insurance Act.
- o. HSE Guidelines
- p. OISD guidelines & procedures
- q. DGMS Guidelines/Notifications
- r. The Environmental Protection Act, 1986
- s. All notifications released by MOEF from time to time
- t. Hazardous waste management and handling rules
- u. The water (prevention and control of pollution) Act, 1974
- v. The Air (prevention and control of pollution) Act, 1981

29.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

30.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

31.0 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: -

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) 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 Company, 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.

Withholding will also be effected on account of the following: -

- i. Order issued by a Court of Law 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 shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

32.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or

remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

33.0 INGRESS AND EGRESS AT LOCATION:

33.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

34.0 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.

35.0 SEVERABILITY: Should any provision of this Contract 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.

36.0 INTEGRITY PACT: The Integrity Pact duly signed by authorized representatives of OIL and Contractor forms part of the Contract.

END OF SECTION – I, PART– 3

PART – 3

SECTION- II

SCOPE OF WORK/TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Contractor shall satisfy or adhere to in the performance of the work.

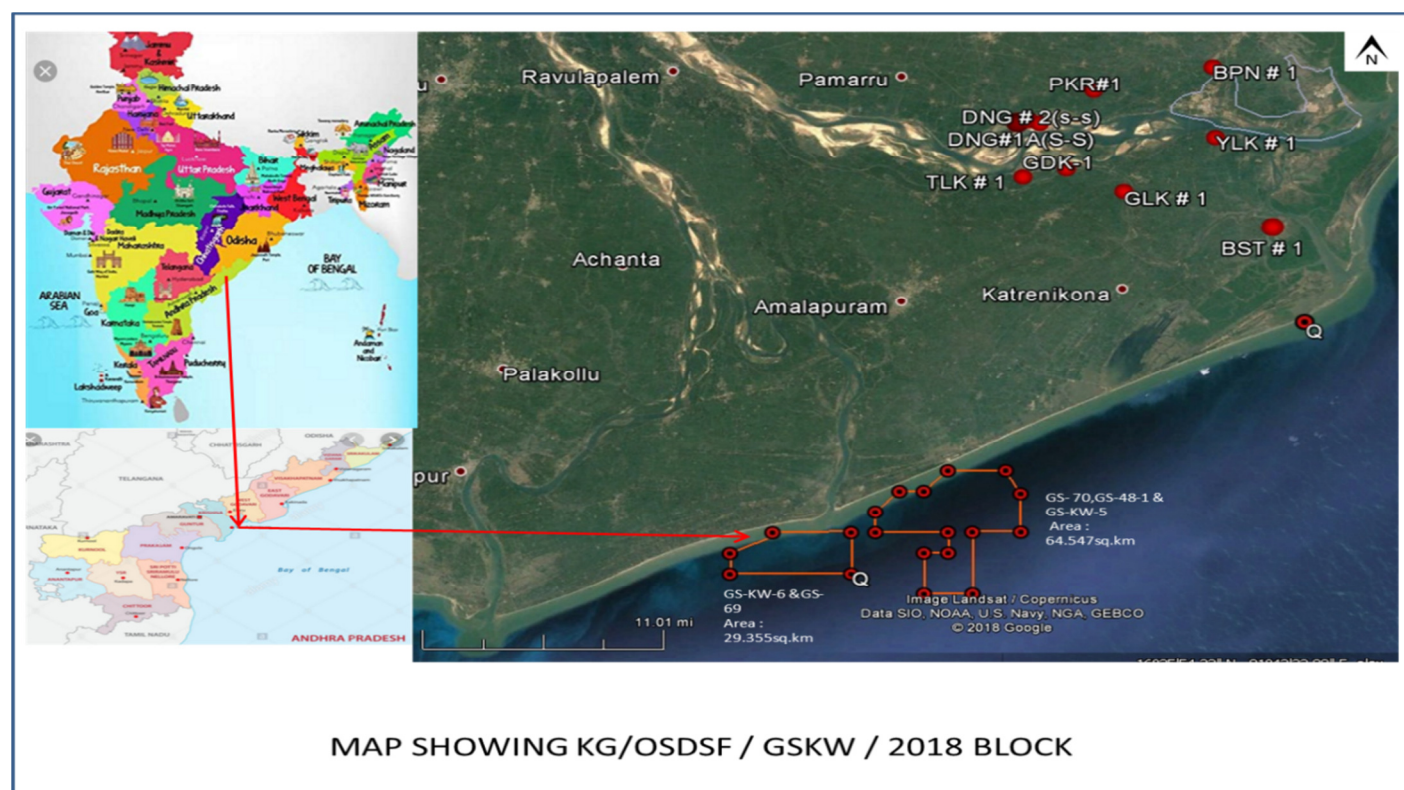
2.0 BASIC INFORMATION OF THE AREA AND LOGISTICS:

COMMUNICATION TO THE BLOCK:

BLOCK AREA

The Work is to be performed in Eastern India herein after referred to as the Contract Area in accordance with the drilling program.

The KG Offshore Block: KG/OSDSF/GSKW/2018 covering an area of 93.91 sq Km was awarded to Oil India Ltd. (100% PI & Operator) by the Government of India (GoI) under the Discovered Small Field (DSF) Round-II, in 2018. The block is formed after relinquishment of area of 93.91 sq Km from ONGC's block of 820.5 sq Km consisting of blocks - IA, IB&IG, IE & IF for which EC was granted on 6th March, 2014, which is still valid up to 5th March, 2021. The contract area of the block lies in the Shallow waters off the east coast of Andhra Pradesh. The contract area consists of mainly five Fields of ONGC, viz: GS-70, GS-48, GS-KW-5, GS-KW-6 & GS-69 distributed in two blocks of the cluster (refer **Figure-1**).



3.0 COMMUNICATION TO THE BLOCK:

The communication to the Block KG/OSDSF/GSKW/2018 is available through air, water, rail & road as given below:

1. Nearest Airport:

Vizag : 285 Km

Rajahmundry : 150 Km

2. Nearest Sea Port:

Kakinada : 150 Km

3. Nearest Railway Junction

Bhimavaram : 90 Km

4. National Highway : NH-5

3.1 PROCESS DETAILS OF THE PROJECT:

In order to achieve the committed work program, it has been planned to drill exploratory/development oil/gas wells ranging from 2700m to 4000m+ from the surface of the water the block. The wells will be drilled by deploying offshore drilling rig simultaneously at different locations and each well is expected to take about 3-4 months' time to complete.

3.2 BROAD OBJECTIVE:

In connection with aforesaid offshore drilling operations in the Block KG/OSDSF/GSKW/2018, OIL intends to hire the services of competent firms for pre-drill EIA (Environment Impact Assessment) study and EMP (Environment Management Plan) as per TOR issued by MoEF&CC except the CRZ study for a period of 06 months. The services required have been described in details below.

4.0 SCOPE OF WORK:

OBJECTIVES OF THE EIA STUDY

The main objectives of the EIA study will be as follows:

- a. To assess the existing status of land, air noise, water and natural (biological-ecological) environment and socio-economic component of environment including parameters of human interest at the project site (Baseline survey).
- b. To evaluate significant qualitative and quantitative impact of the proposed project on the major environmental components.
- c. To prepare an Environmental Impact Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d. To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including formulation of an Environmental Monitoring Plan during construction and operation phase of the project.
- e. To prepare final EIA/EMP/RA reports as per the guidelines given in the EIA notification of MoEF.

f. To prepare Risk assessment report for the said block.

g. To prepare Disaster Management plan for the said block.

TERMS OF REFERENCE (TOR)

The following Terms of Reference (TOR) as prescribed by Expert Appraisal Committee (Industry) of MoEF &CC shall be considered for the preparation of EIA/EMP report for the exploratory drilling and Testing of Hydrocarbons in eleven(11) nos of Offshore wells in approx. 93.9 sq.km area of the Block KG/OSDSF/GSKW/2018 in KG Basin project of Andhra Pradesh. EIA-EMP report needs to be prepared in the form of tabular chart with financial budget and schedule of implementation.

- 1) Executive summary of the project.
- 2) No. of exploratory wells for which environmental clearance is accorded and No. of new wells proposed during expansion. Status and No. of the wells which are completed and closed.
- 3) Project Description and Project Benefits;
- 4) Cost of project and period of completion.
- 5) Employment to be generated.
- 6) Distance from coast line.
- 7) Details of sensitive areas such as coral reef, marine water park, sanctuary and any other eco-sensitive area.
- 8) Recommendation of SCZMA/CRZ clearance as per CRZ Notification dated 6th January, 2011 (CRZ clearance will be applied by OIL separately and will provide the recommendations of SCZMA to the contractor during preparation of EIA report)
- 9) Details on support infrastructure and vessel in the study area.
- 10) Climatology and meteorology including wind speed, wave and currents, rainfall etc.
- 11) Details on establishment of baseline on the air quality of the areas immediately affected by the exploratory drilling and also particularly with reference to hydrogen sulphide, Sulphur dioxide, NOx and background levels of hydrocarbons and VOCs.
- 12) Details on estimation and computation of air emissions (such as nitrogen oxides*, sulphur oxides*, carbon monoxide*, hydrocarbons*, VOCs*, etc.) resulting from flaring, DG sets, combustion, etc. during all project phases.
- 13) Base line data collection for surface water for one season leaving the monsoon season within 1 km for each exploratory wells, particularly in respect of oil content in the water sample and sediments sample.
- 14) Fisheries study w.r.t. benthos and marine organic material and coastal fisheries.
- 15) Source of fresh water. Detailed water balance, waste water generation and discharge.
- 16) Noise abatement measures and measures to minimize disturbance due to light and visual intrusions in case of project site closed to the coast.

- 17) Procedure for handling oily water discharges from deck washing, drainage systems, bilges etc.
- 18) Procedure for preventing spills and spill contingency plans.
- 19) Procedure for treatment and disposal of produced water.
- 20) Procedure for sewage treatment and disposal and also for kitchen waste disposal.
- 21) Details on solid waste management for drill cuttings, drilling mud and oil sludge, produced sand, radioactive materials, other hazardous materials, etc. including its handling and disposal options during all project phases.
- 22) Storage of chemicals on site.
- 23) Commitment for the use of water based mud (WBM) and synthetic oil based mud in special case.
- 24) Details of blowout preventer Installation.
- 25) Risk assessment and mitigation measures including whether any independent reviews of well design, construction and proper cementing and casing practices will be followed.
- 26) Handling of spent oils and oil from well test operations.
- 27) H2S emissions control plans, if required.
- 28) Details of all environment and safety related documentation within the company in the form of guidelines, manuals, monitoring programmes including Occupational Health Surveillance Programme etc.
- 29) Restoration plans and measures to be taken for decommissioning of the rig and restoration of on- shore support facilities on land.
- 30) Documentary proof for membership of common disposal facilities, if required.
- 31) Any litigation pending against the project or any directions/order passed by any Court of Law against the project. If so, details thereof.
- 32) Total capital and recurring cost for environmental pollution control measures.
- 33) Public Hearing
- 34) Preparation of Risk Assessment report
- 35) Preparation of Disaster management report

I. The following general points shall be noted:

- a. All documents shall be properly indexed, page numbered.
- b. Period/date of data collection shall be clearly indicated.
- c. Authenticated English translation of all material provided in Regional languages.

- d. The letter/application for EC shall quote the MOEF file No. and also attach a copy of the letter.
- e. A copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report.
- f. The final EIA-EMP report submitted to the Ministry must incorporate the issues in this letter. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report where the above issues have been incorporated.
- g. While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009 and its subsequent amendments shall also be followed.
- h. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET)) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other organization/Laboratories including their status of approvals etc. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 and its subsequent amendment, if any on the Ministry's website <http://www.moef.nic.in> may be referred.
- i. Validity of Accreditation certificates from Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) as per circular no.J-11013/77/2004-IAII(I) dated 30th September, 2010 and its subsequent amendment shall be available on the Ministry's website <http://www.moef.nic.in>.
- j. Certificate of Accreditation' issued by the QCI/NABET to the environmental consultant shall be included.
- k. The Consultant shall ensure that every aspect of the proposed ToR is meticulously covered and point-wise compliance is presented in the EIA report in a tabular form for onward submission to MoEF&CC.
- l. Any accident, injury or pollution issues arising out of the EIA study will be the sole responsibility of the contractor.

Notes to Bidder:

1. For EIA study only for one seasonal data other than monsoon are to be used.
2. For EIA, seasonal flood survey does not come under the same. However, measures to mitigate high flood problems will form a part of the Environment Management Plan (EMP) in the EIA study for the project site.

II. The EIA Project:

The successful bidder will carry out the EIA/EMP study in 93.91 Sq.km. area in accordance with the above broad Scope/TOR and will meet all the requirements under the relevant guidelines of the Ministry of Environment & Forests, Government of India and the Central Pollution Control Board.

III. Execution of Contract:

The contract will be executed with the following time schedule for the activities. The contractor has to carry out EIA study for Environmental clearance except CRZ study which will be separately carried out by OIL.

1. Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent Within 15 days of the receipt of the Work Order or Letter of Award (LOA).

2. Duration of data collection and field work: 3 (three) months

3. (a) Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)}: Within 30 days of completion of data collection.

(b) Submission of Final EIA Report {20 Hard Copies and 20 Soft Copies (CD)}: Within 15 days of the receipt of comments from the Project proponent.

4. COMMENCEMENT DATE: The commencement date is the date when mobilization is completed as defined in the contract.

5. DURATION OF THE CONTRACT: The normal period of contract is only for one year unless extended at the same rate, terms and conditions of contract as required up to another 1 year (max).

6. AREA OF OPERATION: Exploratory Land Drilling and Testing of Hydrocarbons (Offshore 11 wells) in Block KG/OSDSF/GSKW/2018 in East Godavari District of Andhra Pradesh.

(a) All equipment required for monitoring will be supplied and maintained by successful bidder along with all chemicals and consumables for field and lab analysis.

(b) Power connection at the sites for monitoring equipment, if needed will be arranged by the successful bidder. During base line survey the Project Proponent/Company is not liable at all to supply power connection to the bidder's monitoring equipment, security, transportation, accommodation or acquire necessary permission for the successful bidder. However, the Project Proponent/Company will be in position to provide power connection, security and accommodation for one person when a monitoring station is set up at the drill site after the commencement of drilling operation.

(c) All expenses including lodging, boarding, transportation of equipment and personnel shall be borne by the contractor. **Bidder has to attend the EAC/CRZ meetings for Environmental clearance at his/her own cost.**

(d) The successful bidder of the EIA Project will not be responsible for various charges/fees to be paid to Pollution Control Board for NOC etc and expenses to be incurred in Public Hearing, if any. **However, the successful bidder will extend full cooperation during the organizing of Public Hearing, and with all the presentations wherever necessary {MoEF, Public Hearing etc. (Irrespective of Contract Period)} and will send representatives for the same at their own cost, as necessary.**

(e) The successful bidder shall include the translated version (to the local languages) of the EXECUTIVE SUMMARY of the EIA/EMP report in CDs and 15 Nos. hard copies.

END OF SECTION II, PART- 3

PART - 3

SECTION-III

SCHEDULE OF SERVICES/SCHEDULE OF RATES

1.0 SCHEDULE OF RATES: The bidders are required to quote their all-inclusive rates/charges in the following format. Rates/amounts quoted should be inclusive of all applicable taxes and duties excepting GST which will be extra to OIL's account as applicable.

Sl No.	Description of Work	Unit	Quantity	Rate per Unit (INR)	Amount (INR)= Rate x Quantity
1	Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project Proponent within 15 days of the receipt of the Work Order.	Activity unit	1		
2	Complete all data collection within 03 months from the end of mobilization and setting up stations period as per TOR issued by MoEF&CC.	Activity unit	1		
3	Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)} within 30 days of Completion of data collection.	Activity unit	1		
4	Submission of Final EIA Report {20 Hard Copies and 20 Soft Copies (CD)} within 15 days of the receipt of comments from the Project Proponent.	Activity unit	1		
5	Acceptance of the Final Report by OIL, MoEF&CC	Activity unit	1		
6	Total amount of Contract price excluding GST(Rs.)				
7	Add GST @_____%				
8	Total Contract price including GST amount ie. (6)+(7) for Bid Evaluation				

2.0 TERMS OF PAYMENT:

The Contracted price will be payable under the following conditions.

EIA (One season)	
1. After Mobilization and setting up of monitoring stations	10% of Contract Price
2. After completion of collection of all primary and secondary data for EIA/EMP study	20% of contract Value
3. After submission of Draft EIA/EMP Report	20% of Contract Price
4 After submission of Final EIA/EMP report	20% of Contract Price
5 After acceptance of the Report by OIL, MoEF&CC and grant of EC	30% of Contract Price

Note to bidder(s) :- Bidder(s) must include all liabilities including statutory liabilities in their quoted rates but excluding GST which shall be to the Company's account.

END OF SECTION – III, PART - 3

BID FORM

To
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sub: Tender No.: CEI3571P20

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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of Total estimated contract value for the due performance of the Contract.

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

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

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

Dated this _____ day of _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. **CEI3571P20** are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the e-portal containing the Techno-commercial Bid.

Signature of the authorised person: _____

Name: _____

Designation: _____

Seal of the bidder/contractor: _____

Tender No.: CEI3571P20**STATEMENT OF COMPLIANCE****(Only exceptions/deviations to be rendered)**

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

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

(Authorised Signatory)**Name of the Bidder**_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, KG BASIN & BEP PROJECT, KAKINADA (hereinafter called the “Company”)’s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of, 2020.

THE CONDITIONS of this obligation are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

Date.....
Place.....

- The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
- The Date of Expiry of Bank Guarantee should be 180 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE

To:
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... Dated to execute (Name of Contract and 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 by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)**(calculated at **90 days** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

:.....

Address :.....

.....
Date :.....

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Project Office D.No.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India, 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 require;

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 E-Bid No. _____ dated _____ submitted by the Contractor against Company’s E-Tender No. _____.

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

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

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

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

- (a) General Conditions of Contract (GCC), (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification (TOR),(Part-3, Section-II)

- (c) Schedule of Services/Schedule of Rates (SOR), (Part-3, Section-III)
- (d) Price Bid Format, (Proforma-B)
- (e) Integrity Pact

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 Kakinada 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.

PROFORMA LETTER OF AUTHORITY

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sir,

Sub: OIL's Tender No. CEI3571P20

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sir,

Sub: OIL's e-tender No. CEI3571P20

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as “The Principal”

and

----- hereinafter referred to as “The Bidder/Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender No. **CEI3571P20**. 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 Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

D. MISHRA

SR. OFFICER (C&P)

.....

(For the Principal)

for the Bidder/Contractor

Place : Kakinada

Witness 1 :

Date: 13.01.2020

Witness 2 :

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 three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURNOVER In INR	NET WORTH In INR *

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

**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 : CEI3571P20

To,
Executive Director(KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada, India

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

--END OF TENDER DOCUMENT--

TENDER NO: CEI3571P20