

**OIL INDIA LIMITED**  
**( A Govt. of India Enterprise )**  
**E&D Directorate**  
**OIL INDIA LTD**  
**5th Floor,NBCC Centre**  
**Plot No.2,Okhla Phase-I,**  
**New Delhi-110020**  
**INVITATION FOR BID**  
**NATIONAL COMPETITIVE BID**

**OIL INDIA LIMITED** invites National Competitive Bid through its e-procurement portal – <https://etender.srm.oilindia.in/irj/portal> for the following items :-

<b>E-Tender No.</b>	<b>Bid Closing Date</b>	<b>ITEM</b>
SLI6752P18 Dated 21.12.2017	23.01.2018	Supply and Installation & Commissioning of Project Management Software system for Online management of exploration blocks(OMEB) for 25 users

Tender fee (Non – refundable ) amount ,Period of sale of documents, Bid Closing / Opening date, the complete bid documents and details for purchasing bid documents, participation in e-tenders etc. are available on OIL's e procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website <http://www.oilindia.com/>. No separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
**E&D Directorate**  
**5th Floor, NBCC Centre**  
**Plot No.2, Okhla Phase-I,**  
**New Delhi-110020**

TELEPHONE NO: (+91) 9435150897  
Email: bivashdas@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No. : SLI6752P18 DT: 21.12.2017**

**Tender Fee : Rs 1,000.00**

**Bid Security Amount : Applicable**

**Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM**

**Bid Closing on : As mentioned in the e-portal**

**Bid Opening on : -do-**

**Performance Security : Applicable**

**Integrity Pact : Not Applicable**

OIL invites Bids for **Supply and Installation & Commissioning of Project Management Software system for Online management of exploration blocks(OMEB) for 25 users** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents

The general details of tender can be viewed by opening the RFx [ Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

**The tender will be governed by:**

- a) **For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).**
- b) **OIL's office timings are as below:**

	<b>Time (in IST)</b>
<b>Monday – Friday</b>	<b>07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM</b>
<b>Saturday</b>	<b>07.00 AM to 11.00 AM</b>
<b>Sunday and Holidays</b>	<b>Closed</b>

Vendors should contact OIL officials at above timings only.

c) **OIL Bank Details :**

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	STAE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr. K.L.K. Banik, AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications, SCOPE OF WORK and Quantity as per **Annexure – 1A**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area - > Tender Documents.
- g) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- i) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area - > Tender Documents. The above filled up document to be uploaded in the Technical Attachment. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”.

## **Special Notes:**

**1.0 Vendors having OIL's User ID & password to pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).**

**Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).**

**No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).**

### **NOTE:**

**In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they shall apply to Manager(C&P) E&D Directorate,OIL INDIA LTD,5th Floor,NBCC Centre,Plot No.2,Okhla Phase-I,New Delhi-110020 for waiver of Tender Fee upto one week prior to the Bid closing date (or as amended in e-portal).**

**2.0** The tender is invited under SINGLE STAGE- COMPOSITE BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

**2.1** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. The "TECHNOCOMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response.

**2.2** The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. For price upload area , please refer "NEW INSTRUCTIONS"

Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to Manager(C&P),E&D Directorate,OIL INDIA LTD,5th Floor,NBCC Centre,Plot No.2,Okhla Phase-I,New Delhi-110020 on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security**
- b) Detailed Catalogue (if any)**
- c) Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

**4.0** Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.

5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

9.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

11.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

**Yours Faithfully**

**Sd-**

**(BIVASH DAS)  
MANAGER MATERIALS (IP)  
FOR EXECUTIVE DIRECTOR(E&D)**

**Tender No & Date : SLI6752P18 Dated 21.12.2017****PROJECT MANAGMENT SOFTWARE SYSTEM FOR ONLINE MANAGEMENT OF EXPLORATION BLOCKS(OMEB) FOR 25 USERS.****1. Preamble**

OIL INDIA LIMITED (OIL) is a Government of India NAVARATNA company, engaged in Exploration, Production and Transportation of Crude oil & Natural gas and Production of LPG in India with participating interest in E&P sector in various overseas projects.

**2. Objective of Online Management of Exploration Blocks system (OMEB)**

As part of its efforts to enhance probable crude oil and natural gas resources in various parts of the country, Government of India had announced the New Exploration Licensing Policy (NELP) in 1999 allowing participation of both public and private sector companies in bidding for oil and gas exploration blocks. Till date, a total of nine bidding rounds have been completed by the Government of India. Oil India Limited (OIL), since the inception of New Exploration Licensing Policy (NELP) in 1999 by the Government, had participated in all the nine rounds of NELP bidding. During these nine rounds, OIL was awarded forty (40) blocks which included nineteen (19) blocks as Operator, one (1) block as Joint Operator and twenty (20) blocks as Non-operator having participating interest (PI) only. After completion of exploration activities as per the committed exploration work programmes, OIL has surrendered / relinquished some of the blocks.

OIL is presently the Operator in five (5) NELP blocks, and Non-operator having participating interest (PI) only in two (2) NELP blocks. All these blocks are currently under various phases of exploration.

Further, moving from a Production Sharing Model to a new revenue Sharing Model, Government of India had announced the Hydrocarbon Exploration Licensing Policy (HELP) in 2017. Bidding for blocks under the Open Acreage Licensing Policy (OALP) under HELP will be commencing shortly.

Exploration activities in the New Exploration Licensing Policy (NELP) regime and upcoming OALP under Hydrocarbon Exploration Licensing Policy (HELP) entails project related activities with specific milestones besides working within a framework of ongoing, event and time based statutory regulations of Central and State Governments and obligations brought about by the Production Sharing Contracts (PSCs), Revenue Sharing Agreements (RSCs) and the Joint Operating Agreements (JOAs). All of these necessitates reporting to multiple regulatory agencies as well as internal management for completion of the Minimum Work Programmes (MWPs) within specified contractual time periods. These regulations and obligations are of varied nature from general, fiscal, legal and environmental ones to industry specific ones. Slippages in meeting

the compliances and obligations involve fines, penalties, legal liabilities and erosion of corporate reputation.

The challenge is to ensure timely completion of all the MWPs as well as compliance of the regulations, governance and standards; identifying, reporting and rectifying slippages and non-compliance and providing Corporate Management with an organisation-wide view for their timely intervention. Tracking, accomplishing and monitoring the project related activities along with the numerous compliances and updating changes for all the exploration blocks manually in a legacy format is proving to be cumbersome. Preparing reports manually for effective monitoring requires physically collecting and compiling data from various sources across different operational areas which is time consuming and of low reliability.

Each of these PSCs or RSCs is a single project having specific activities with unique MWPs and unique completion targets. To enhance the level of excellence and professionalism in the fields of E&P business through adoption of technology and best practices so as to uphold OIL's cherished goal to become the fastest growing Energy Company with highest profitability, it has been felt necessary that the Company should put in place the systems and procedures whereby all PSC or RSC related exploration projects may be monitored on-line, right from the stage of bidding and winning of contracts through to the completion of projects/MWPs.

The successful bidder shall have to provide a solution including supply of software solution having features satisfying the following requirements:

- a) System should be user friendly, so as to provide the greatest ease of adoption and use.
- b) System should have the ability to be customized according to the end-users' requirements.
- c) System should have the ability to generate various reports in graphical or other required formats.

### **3. Scope of Work**

3.1 Design of System Architecture to be done by successful bidder.

3.2 Supply and Installation of OMEB System at specified locations of Oil India premises managing the NELP / HELP Blocks to be done by successful bidder

3.3 System to be configured to generate various reports in graphical or other required formats.

3.4 The successful bidder has to install the software in 1 Virtual Machine (in VMWareESxi environment) provided by OIL with following configurations :

CPU : 8 vCPU Maximum

RAM : 16 GB Maximum

Storage : 2 TB will be provided

Note : In order to install the vm, OIL needs to procure 4 Nos of Windows Server 2016 Standard (for 16 Core) Licenses. The successful bidder has to supply the same as a part of this project (Price bid line item No 5) in the name of Oil India Limited.

3.5 The OMEB software must be web enabled i.e., the user should be able to access the application through all popular web browser from anywhere in the globe. The system must be hosted on web through 2048 bit SSL Certificate (From globally accepted certifying authorities) and same needs to be supplied and installed by the successful bidder. The supplied 2048 bit SSL Certificate must be valid for four(4) years from the date of commissioning of the solution.

Vendor must arrange for periodic renewal of the certificates and their configuration as and when required during the period of four years from the date of commissioning.

### **3.6 SOFTWARE:**

3.6.1. The OMEB software will be supplied by the vendor.

3.6.2. The installation & configuration of the OMEB software (as well as any other associated software such as Database, etc) will be carried out by the vendor.

### **3.7. INSTALLATION & COMMISSIONING:**

The vendor must install the supplied software suite in the hardware (VM) that will be provided by OIL. Commissioning certificate will be issued by OIL in accordance to the successful completion of the following activities as well as customization by the vendor followed by formal acceptance by functional group (i.e E&D Group of OIL, Delhi):

3.7.1. Supply of software

3.7.2. Installation of software

3.7.3. Configuration of software

3.7.4. Creation of different types of users including Administrative users and assignment of authorizations to them.

3.7.5. Overall testing of the functionalities of the software.

3.7.6. Establishment of backup procedure and schedule so that the system can be recovered at the last functioning date in case of system failure and data corruption

### **3.8. TIME-FRAME:**

3.8.1. Delivery of software:

Must be delivered within 45 days from the date of issue of P.O.

3.8.2. Installation, configuration and commissioning for software :

Installation, configuration and commissioning for software shall be completed within 45 days of intimation by OIL.

### **3.9. TECHNICAL SPECIFICATIONS OF THE OMEB SOFTWARE:**

3.9.1. Platform: System should be compatible in the Microsoft Windows 2012 standard server and Microsoft Windows Server 2016 standard server edition..

#### **3.9.2. Functionalities:**

##### **3.9.2.1. Collaborative Software:**

System should be collaboration software so as to combine all of a user's communication needs into a unified package, hence enabling multiple users to stay connected and work together on projects from any location on nearly any device.

##### **3.9.2.2. Gantt chart Scheduling:**

The system must have Gantt chart scheduling features.

**3.9.2.3.** The OMEB software should have a feature so as to track and store electronic documents and/or images of paper documents.



**3.9.2.4.Resource Management:**The OMEB Application should be capable of providing resource Management features so as to enable the greatest ease of adoption and use.

**3.9.2.5.The following functions should be supported by the software:**

3.9.2.5.1. Entry of various Project Details like name of the project, board sanction date, original date of completion, latest approved completion date, actual/anticipated completion date, number of extensions made, Milestones, original approved cost, latest approved cost, etc.

3.9.2.5.2.Creation of project dashboard with various Project Details like name of the project, bidding parameters including pre-bid analysis, PSC/RSC signing dates, consortium details with participating interest (PI) of each partner, original date of completion, latest approved completion date, actual/anticipated completion date, number of extensions made, Milestones, original approved cost, latest approved cost, etc.

3.9.2.5.3.Creation of project schedule (L3 & L4 schedule) - Bar chart with weighted percentage - Data to be created in software as well as should have feature for import from excel/csv file with typical graphical representation

3.9.2.5.4.Entry of Daily progress report, weekly progress report, monthly progress report as per various standard formats with option for import from other excel/ pdf formats.

3.9.2.5.5.Representation of Project physical progress with milestone achievement v/s backlog

3.9.2.5.6.Creation/upload of project S Curve with details like planned weekly/monthly progress v/s actual progress and cumulative details representing the entire project span

3.9.2.5.7.Template for entering project financial data like original approved cost, latest approved cost, budget, spent, annual expenditure, cumulative expenditure, cash calls accounting to JV partners and finally calculation of project financial progress.

3.9.2.5.8.Generation of various reports as per requirement of OIL corporate office, MOPNG, DGH- The reports should be generated based on data inputs to be provided/made under serial no.3.9.2.5.1 to 3.9.2.5.8 indicating both physical progress with breakup of various activities, financial progress, milestone achievement v/s backlog, catch-up plan etc.

3.9.2.6. Email Integration: to be integrated with OIL's Microsoft Exchange email for alerts on upcoming schedules related to projects.

**3.9.2.7.Project Management Feature:**

The OMEB Application should have following minimum project management features:

- a) Baseline
- b) Critical path method
- c) Events
- d) Financial

**3.9.2.8.** An indicative **Work flow map for a typical exploration Project is shown in Attachment I.**

**3.9.2.9.Compliance mapping feature:**

OMEB should have feature for Project-wise Compliance mapping along-with risk classification into high, medium & low risk and schedule time-line of all the statutory regulations and

obligations to be complied with arising out of the PSCs, RSCs & JOAs, Policies and Legislations of Central and State. Certain compliances and obligations which may be dependent on specific events are also to be included in the Compliance mapping.

An indicative Timelines Compliance for a NELP block is shown in ***Attachment II (a & b)***.

The system should be robust enough to suit the requirement of OIL. It should be so configured that every provision of the approved Compliance as per PSC/RSC with risk classification and schedule timeline can be mapped Project-wise for concerned process owners, supervising authority, Corporate Management and system administrators. Provisions for auto-scheduling compliances and obligations which are dependent on specific events have to be there when the occurrence of the particular event is updated in the automated tool.

The system should be able to self-generate a series of alert messages (through e-mail) at specified frequency over a time-period with respect to each ensuing regulation and obligation to the process owners and also the supervising authority.

The self-generated messages should be configured in a way that they are delivered to the mail box of the concerned personnel over the OIL Intranet.

The system should have the provision for updating information on accomplishment of compliances and obligations alongwith facility for uploading documentation by the process owners as also for rescheduling timeline of compliances and obligations by the process owners and administrators with reasons thereof.

The system should be able to self-generate the following reports when queried for at the process owner level, supervising authority level, Corporate Management level and the system administrator level for effective tracking, monitoring and managing the compliances and obligations:

- Ensuing compliances and obligations within specific time.
- Compliances and obligations met within schedule.
- Re-scheduled compliances and obligations with reasons thereof and indicated timeline.
- Compliances and obligations not met with reasons thereof if any.

3.9.2.10. System should have provision for scheduling any other task by the process owners and the administrators other than the identified activities/compliances and obligations at their own discretion.

## **3.10 FUNCTIONAL REQUIREMENTS OF THE PROJECT MANAGMENT SOFTWARE**

### **3.10.1 Data Managment:**

3.10.1.1. Ability to create, view, changes, and delete projects and associated project data.

3.10.1.2. Ability to enter annotative comments and appending documents, images and links for project documentation.

3.10.1.3. Ability to accommodate a large number of projects.

3.10.1.4. Ability to import/export data from existing systems and databases (e.g.,

planning, financial systems).

- 3.10.1.5. Ability to provide data completeness/error checks and data warnings.
- 3.10.1.6. Ability to allow multiple portfolios and portfolio hierarchies (parent-child links).
- 3.10.1.7. Ability to search, filter and sort project and portfolio data.
- 3.10.1.8. Ability to archive project and portfolio data.
- 3.10.1.9. Ability to conduct statistical analysis of historical data (e.g., trend analysis).
- 3.10.1.10. Ability to provide dashboard views plus ability to drill down.
- 3.10.1.11. Ability to allow users to configure/customize/format views, graphs, and reports.
- 3.10.1.12. Ability to provide document management (document storage, read, save-as, check-in, check-out, version control, history, etc.).

### **3.10.2. Security/User Management**

- 3.10.2.1. Ability to accommodate all the licensed users.
- 3.10.2.2. Ability to provide controlled access and change privileges.

### **3.10.3. Project Evaluation**

- 3.10.3.1. Ability to provide project evaluation metrics.
- 3.10.3.2. Ability to support customizable/user-defined metrics.
- 3.10.3.3. Ability to address non-financial project benefits (e.g., impacts on corporate image, service quality, learning, safety, etc.).

### **3.10.4. Project Planning**

- 3.10.4.1. Ability to support work plan development (e.g., via templates).
- 3.10.4.2. Ability to control plan creation, modification and deletion.
- 3.10.4.3. Ability to provide plan storage.
- 3.10.4.4. Ability to provide project baseline tracking, version control, audit trail and plan history.
- 3.10.4.5. Ability to link multi-level project and task plans.
- 3.10.4.6. Ability to compute total project costs (e.g., via labor hours, rates, materials and other expenses).
- 3.10.4.7. Ability to define project-specific phases, gating processes and milestones.
- 3.10.4.8. Ability to support timing and scheduling (e.g., via Gantt charts and Pert charts).

### **3.10.5. Communication/Collaboration**

- 3.10.5.1. Ability to support mass communication and notification (e.g., via a home page bulletin board, mass emails, etc.).
- 3.10.5.2. Ability to provide targeted communications and notifications (e.g., selective, rule-based notifications via email).
- 3.10.5.3. Ability to support real-time group communication (e.g., on-line chats, discussion forums, instant messaging).

### **3.10.6. Project Monitoring/Status Reporting**

- 3.10.6.1. Ability to manually/auto load and selectively change project data (start/end dates, etc.).
- 3.10.6.2. Ability to capture, compute and report real-time actuals (e.g., costs, effort, schedule status).
- 3.10.6.3. Ability to aggregate cost, effort and schedule data across projects (e.g., Gantt data rollup).
- 3.10.6.4. Ability to calculate performance ratios manually or automatically at specified points in time or at project milestones.

- 3.10.6.5. Ability to provide dashboard view of status of all projects with ability to drill down.
- 3.10.6.6. Ability to compute/display estimates of remaining work (hours to completion, percent of work completed, end-date forecasting, etc.)
- 3.10.6.7. Ability to provide comparison of actual vs. planned progress with variance analysis, alerts and rule-based notification.
- 3.10.6.8. Ability to provide project reporting/forecasting according to government contracting requirements (e.g., earned value analysis).
- 3.10.6.9. Ability to support risk monitoring and on-going multi-project risk management.
- 3.10.6.10. Ability to use project status and project forecasts to update financial budget forecasts.
- 3.10.6.11. Ability to capture and transmit project costs, expenses, commitments, etc., for accounting.

### **3.10.7. Resource Management**

- 3.10.7.1. Ability to capture all people resource categories and allow segmentation based on geography, organizational unit, resource pool, etc.
- 3.10.7.2. Ability to capture information for characterizing individual resources (e.g., skills, certifications, education, rates, interests).
- 3.10.7.3. Ability to provide dashboard view with drill down to individual resource availability (e.g., by time, skill, location, assignments).
- 3.10.7.4. Ability to track evolution and development of Individual resources (e.g., experiences, skill growth).
- 3.10.7.5. Ability to include non-human resources (normal, consumable, perishable) for nonhuman resource management.
- 3.10.7.6. Ability to support resource queries (e.g., chargeable/non-chargeable hours).
- 3.10.7.7. Ability to provide automatic rule-based routing of updates regarding individual resources (e.g., change in availability, rate).
- 3.10.7.8. Ability to support obtaining time-to-complete estimates directly from Individuals (which may provide more accurate availability estimates).
- 3.10.7.9. Ability to specify resource demand categories (e.g. projects, organization units, applications).
- 3.10.7.10. Ability to support a formal resource request system (preparation of requests, aggregate views by demand categories and over time, etc.).
- 3.10.7.11. Ability to schedule requests based on priority, date, contribution or other criteria.
- 3.10.7.12. Ability to conduct statistical analysis of requests (e.g., trend analysis of request types, response times, escalations).
- 3.10.7.13. Ability to support top-down resource assignment (e.g., provides search and sort based on role, skill, location).
- 3.10.7.14. Ability to support bottom-up resource assignment (e.g., by allowing individuals to review and select from availability assignments).
- 3.10.7.15. Ability to support time-phased resource booking to projects (by manually loading resource assignments).
- 3.10.7.16. Ability to support resource booking to organizational requests (for subsequent assignment to projects).
- 3.10.7.17. Ability to include operational and administrative resource assignment (in addition to project resource assignment).
- 3.10.7.18. Ability to provide automated resource assignment (based on availability and user defined criteria).
- 3.10.7.19. Ability to assign and schedule resources.
- 3.10.7.20. Ability to view resource assignments by Individual and project.

- 3.10.7.21. Ability to manually change to resource assignments for individual projects after project initiation.
- 3.10.7.22. Ability to support approval processes for the assignment of resources.
- 3.10.7.23. Ability to synchronize availability schedules with personal calendars (to Incorporate non- project commitments, planned absences).
- 3.10.7.24. Ability to support non-human resource allocation management.
- 3.10.7.25. Ability to summarize utilization levels by resource category and over time.
- 3.10.7.26. Ability to compare resource supply-demand by resource category and identify gaps, bottlenecks, and over-allocated resources.

### **3.10.8. Time Tracking**

- 3.10.8.1. Ability to export project data to time sheet systems (e.g., ability to load time sheet with employee allocated activities).
- 3.10.8.2. Ability to provide employee time reporting.

### **3.10.9. User Assistance**

- 3.10.9.1. Ability to provide online help (e.g. online help documentation, on-line tutorials).

### **3.11. OTHERS:**

- 3.11.1 To understand the exploration, development and production operations of Oil India Limited (OIL) in the New Exploration Licensing Policy (NELP) regime & the Hydrocarbon Exploration Licensing Policy (HELP) Regime, the Successful bidder will study the various Production Sharing Contracts (PSCs), Revenue Sharing Contracts (RSCs) and Joint Operating Agreements (JOAs) of the Blocks to be made available by OIL. The Successful bidder will have to make themselves conversant with the various Central and State Government laws and the provisions therein referred to in the PSCs and JOAs.
- 3.11.2 To understand the Business Context and the provisions of the PSCs, RSCs and JOAs, the Successful bidder may be required to meet key personnel of Directorate General of Hydrocarbon at Noida and few concerned Ministries of Government of India at New Delhi. The Core Team of OIL will facilitate and accompany representatives of Successful bidder during such visits.
- 3.11.3 Client side software, if any, must be supplied, installed and configured by the vendor.
- 3.11.4 Any patches or version upgrades of the supplied software must be supplied and installed by the vendor during the warranty and AMC period at no extra cost to OIL.
- 3.11.5 Any third-party software, if necessary, to perform any of the aforementioned jobs has to be supplied, installed and configured by the vendor at no extra cost to OIL.
- 3.11.6 After successful installation and commissioning of the solution, the vendor is required to carry out knowledge sharing as well as sharing of all configuration-related documents and details for backup and recovery with the customer.

## **4.CUSTOMIZATION OF THE SOFTWARE**

Apart from the standard edition of the project management software for OMEB, bidder is also required to carry out custom development on following areas:

- 4.1.Report design as per the requirements of the E&D Directorate.
- 4.2.Data capture from other system via Excel or CSV file format

4.3.Minor configuration change within the system to fit to the requirements of Oil India Ltd. This does not include any new process that is not defined in the scope of work.

4.4. A Maximum of 30 customize templates will have to be implemented by the bidder as per report and data entry formats to be provided by OIL after placement of LOA and and expiry of warranty period.

## **5. SPECIAL TERMS & CONDITIONS**

5.1. License shall be for 25 (Twenty five) users including Annual Technical Support (Software update and Product support) for 1(one) year.

5.2. License must be issued in the name of "OIL INDIA LIMITED".

5.3. Package should include setting up of an Application Server with license for 25 (Twenty Five) users.

5.4. The supplied Software should be of Latest version as on the date of supply.

5.5. Bidder should ensure fine tuning of the setup as required during Onsite Installation & Implementation for Application server.

5.6. The software is to be installed at OIL E&D Directorate Office Delhi

5.7. Additional License: OIL may procure additional licenses from the bidder in the event of an order. Bidder shall confirm in their bid to supply additional licenses at the same quoted price upto one year from the date of placement of order.

## **6. TRAINING**

6.1 Training shall be provided at the following location -

- Oil India E&D Directorate Office, Delhi
- OIL's Field Head Quarters in Duliajan, Assam
- OIL's Rajasthan Project Office in Jodhpur, Rajasthan
- OIL's Office at Kakinada, Andhra Pradesh

6.2. Training scope shall include but not limited to the following:

- a) Understanding OMEB data
- b) Creating a project
- c) Creating a work breakdown structure
- d) Adding activities
- e) Using activity views
- f) Creating relationships
- g) Scheduling a project
- h) Assigning constraints
- i) Assigning roles and resources
- j) Calendars, base lining the project plan
- k) Executing the project plan
- l) Analysing the updated project
- m) High level resource planning

- n) Managing allocation
- o) Advance scheduling
- p) Administrator Training

- 6.3 The bidder is required to provide training programme as follows:
- a) Minimum 3 days of training programme in Oil India E&D Directorate Office, Delhi before deployment to the site
  - b) Provide onsite (for at least 7 days) Technical Support and handholding in OIL India E&D Directorate Office, Delhi. This job can be considered as a part of the training and to be conducted after deployment of the system.
  - c) Conduct the training and support-handholding programme in OIL's offices in Duliajan, Jodhpur and Kakinada after installation of the software for at least 5 days in each location.
  - d) Project Management Software for OMEB must also be supplied with reference manuals & installation guide complete in all respects.

## **7. AMC**

7.1 After the completion of one year warranty of the software, bidder is required to provide Annual Maintenance Support for another three years.

7.2 All inherent bug resolution, patches and updates must be covered (at no extra cost to OIL) under AMC and should be resolved.

7.3 Any software problem shall have to be rectified within 72 hours of reporting the call; else penalty will be levied as per Penalty clause in this document.

## **8. Payment Terms:** Payment shall be released as under –

8.1 100% against completion of Project - supply of Software with valid licences and completion of configuration, installation & commissioning, customization and training for the whole system and user acceptance. Final Commissioning Certificate will be issued by OIL's E&D Group only after completion of all the activities listed above.

8.2 AMC will be paid on annual basis after successful completion of each year.

## **9. Warranty**

9.1. Minimum 1 (One) year comprehensive onsite warranty for all supplied software. Warranty will start after successful installation and commissioning of the software and user acceptance.

9.2. Successful bidder shall have to supply and install all the upgrades released for the supplied software applications during the warranty period at no extra cost to OIL.

9.3. Any software problem shall have to be rectified within 72 hours of reporting the call, else penalty will be levied as per Penalty clause in this document.

## **10. Penalty Terms**

In case of default by the vendor, penalty will be imposed as follows:

10.1. In case of delay in installation and commissioning of the system liquidated damage(LD) will be applicable as per terms and conditions mentioned in the tender document.

10.2. During Warranty or AMC Period, in case of delay beyond 3 days of reporting the problem, the tenure of the Warranty or AMC will be extended by the corresponding number of days at no extra cost to OIL.

## **11. General Terms and Conditions:**

### **11.1. Confidentiality Agreement**

11.1.1. OIL Confidentiality and **Non-Disclosure Agreement (NDA)** will be applicable.

11.1.2. The **bidder must submit Non-Disclosure Agreement** as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.



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

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

**5. When Input tax credit is available for Set Off.**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

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

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

**Also please note that OIL-Delhi's Provisional GSTIN as: 07AAACO2352C1ZZ.**

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

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>I. BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. 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.</p> <p><b>A) TECHNICAL:</b></p> <p>a) Bidder should have experience of implementing Enterprise Project Management solutions for at least 2 (Two) projects during the last five years from the original bid closing date. Documentary evidence for above has to be submitted with the Bid, failing which their offer will be rejected. Acceptable documents will include completion certificates /Purchase Order Copy along with invoice copy or pay receipt document etc. from the customers. Self-certifications will not be accepted.</p> <p>b) The bidder must be an OEM/ Joint venture of OEM, business partner of OEM/ authorized dealer of OEM/ authorized system integrator or implementer of OEM. For bidders other than OEMs, a letter from the OEM must be submitted, authorizing the bidder to quote against this tender, as per Annexure A of this document.</p> <p>c) Bid(s) not complying with scope of work, customization of the software, training, AMC, Warranty, Payment and Penalty clauses will be rejected.</p> <p>d) The bidder should quote for all the items mentioned in the tender, failing which their offer will be rejected.</p> <p><b>B) FINANCIAL:</b></p> <p>1.0 Annual Financial Turnover of the bidder during <b>any of preceding 3(three) financial / accounting years from the original bid closing date</b> should be at least Rs 15.20 lakhs.</p>	

1.1 **Net worth** of bidder must be positive for preceding financial/ accounting year 2016-2017.

**Note for 1.0 & 1.1 above:** 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 2016-2017 has actually not been audited so far.

**Notes:**

a) For proof of Annual Turnover & Net worth any one of the following document 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-J.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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) COMMERCIAL:**

i) Validity of the bid shall be minimum 90 days from the Bid Closing Date.

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 60,000.00** in OIL's prescribed format as Bank Guarantee or Demand Draft in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Manager(C&P), E&D Directorate, OIL INDIA LTD, 5th Floor, NBCC Centre, Plot No.2, Okhla Phase-I, New Delhi-110020, on or before the Bid Closing Date and Time mentioned in the Tender. The Bank Guarantee towards Bid Security shall be valid for **6 months from Bid closing date i.e upto 23.07.2018.**

**Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.**

**If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.**

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

**The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.**

iii) Bids are invited under “Single Stage Composite Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

The successful bidder shall submit Performance Security @10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in any one of the following forms :

(a) A Bank Guarantee in the prescribed OIL’s format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) 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. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

**ix) A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

**(d) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender**

## **II. BID EVALUATION CRITERIA (BEC)**

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below:

A) 1.0 The evaluation of bids will be done as per the Price Bid Format attached.

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

3.0 Evaluation will be done on “Total Value” basis i.e. total value of Supply of Software (including 1 year of warranty) for online management of Exploration Blocks (No. of User is 25) with any other necessary software packages such as Database etc., Customization of the Software, Installation and Commissioning of the software, Training (To be Conducted at OIL's Office premise at Delhi, Jodhpur, Duliajan, Kakinada), 2048 bit SSL Certificate valid for at least 4 years from the day of commissioning of the solution, AMC for year 1, 2 and 3 in order to ascertain the lowest bid.

4.0 Other terms and conditions of the enquiry shall be as per General Terms and conditions for LCB Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in the General Terms & Conditions of LCB Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

5.0 a) For evaluation of bids, the total cost including all the items mentioned in the price bid format will be considered.

b) The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after subjecting to the Bid rejection criteria.

c) All items shall be procured from same source.

**B) COMMERCIAL:**

i) To evaluate the inter-se-ranking of the offers, bids shall be evaluated on the basis of FOR New Delhi value including applicable GST.

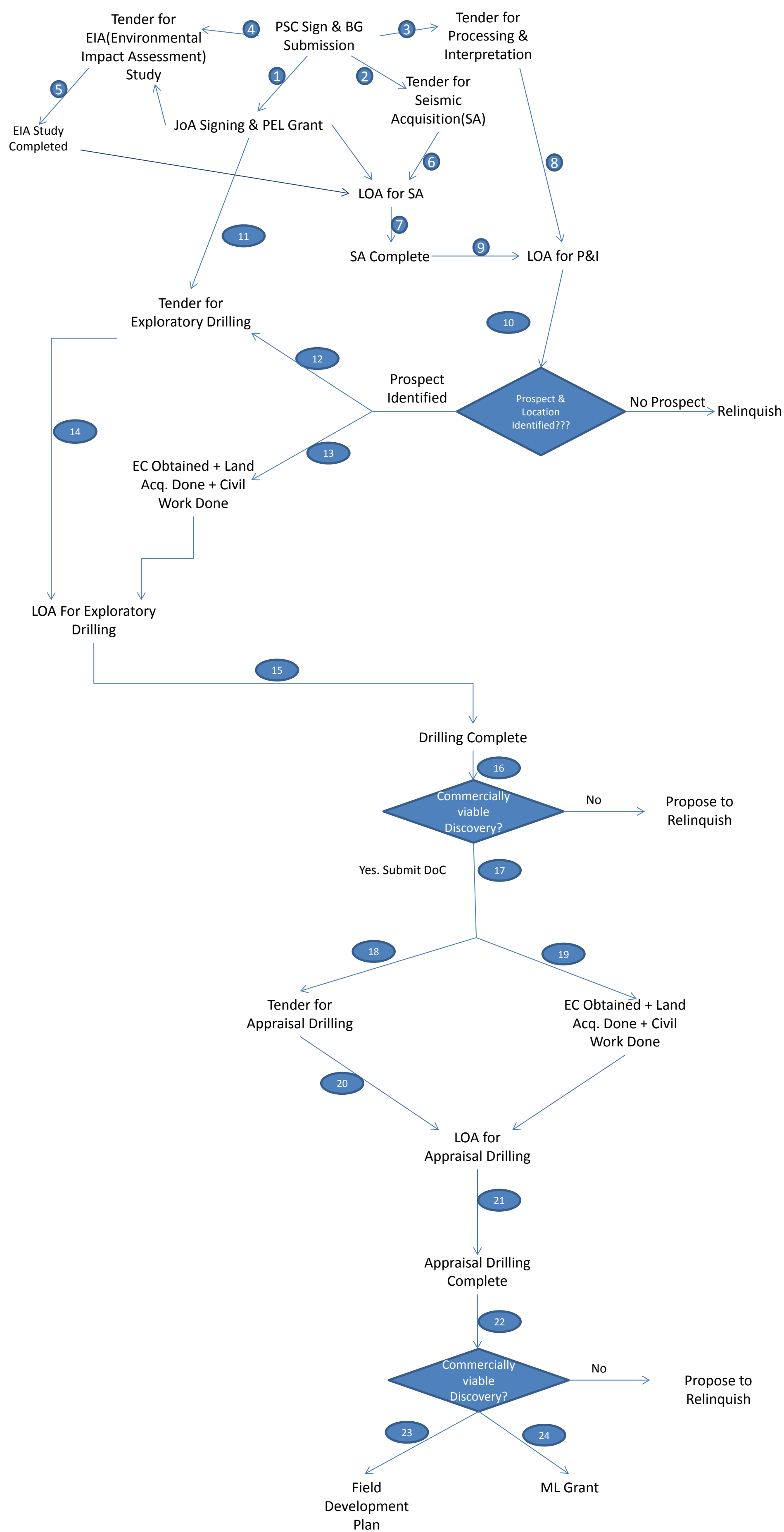
ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in to must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

**NOTE:**

**Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.**

Attachment I : Milestones and Activities Involved in Exploration Workflow



Sl. No.	Activity
1	Apply for PEL Grant . Negotiate, Finalise, Approve & Sign JoA with Partners
2	Processing for Tender for SA as per PSC
3	Processing for Tender for P&I as per PSC
4	Processing for Tender for EIA Study as per PSC
5	Award of Contract & EIA Study as per PSC
6	Floating of Tender for SA and Evaluation (Timeline : 3 Months) as per PSC
7	SA Process as per PSC
8	Floating of Tender for P&I and Evaluation(Timeline 3 Months) as per PSC
9	Share SA
10	P&I
11	Processing for Tender for Exploratory Drilling as per PSC
12	Finalisation with inputs for Prospect Identification
13	Pre-Drilling Activity
14	Floating of Tender for Exploratory Drilling and Evaluation(Timeline 3 Months) as per PSC
15	Drilling
16	Study of Commerciality Submit DoC or Relinquish
17	Pre-Appraisal Activity (Further SA, P&I if required)
18	Processing for Tender for Appraisal Drilling
19	Pre-Drilling Activity
20	Floating of Tender for Appraisal Drilling and Evaluation(Timeline 3 Months) as per PSC
21	Drilling
22	Study of Commerciality Submit FDP
23	Work For Field development Plan
24	Apply for Mining Lease



**Checklist for the PSC- BLOCK(Operator) - NELP V (Attachment II(a) - Part 1)**

Compliance Requirement	Section	Due Date	Form No. Attachments	Consequence of Non Compliance
Post completion of First Exploration Phase Contractor is required to give a notice in writing to the Government, Either: a) Proceed to the next exploration phase on presentation of relevant guarantee as per section 29, or b) to relinquish the contract area except for any discovery area and development area and to conduct development operations and production operations.	Article 3.5 of the Production Sharing Contract	30 days prior to expiry of the relevant phase / relevant extension period	Letter to Government for extension of Phase-I	Termination of PSC
Post completion of Second Exploration Phase Contractor is required to give a notice in writing to the Government, Either: a) Proceed to the next exploration phase on presentation of relevant guarantee as per section 29, or b) to relinquish the contract area except for any discovery area and development area and to conduct development operations and production operations	Article 3.5 of the Production Sharing Contract	30 days prior to expiry of the relevant phase / relevant extension period	Letter to Government for extension of Phase-I	Termination of PSC
Post completion of Third Exploration Phase Contractor is required to give a notice in writing to the Government, Either: a) Proceed to the next exploration phase on presentation of relevant guarantee as per section 29, or b) to relinquish the entire contract area except for any discovery area and development area and to conduct development operations and production operations in relation to any commercial discovery.	Article 3.5 of the Production Sharing Contract	30 days prior to expiry of the relevant phase / relevant extension period	Letter to Government for extension of Phase-I	Termination of PSC
Contractor is required to sought extension of Exploration period from Government for a maximum period of 30 months for completion of the Appraisal Programme	Article 3.8 of the Production Sharing Contract	Before the expiry of exploration phase	-	-
If at the end of first exploration phase, the contractor elects to continue exploration operations in the contract area in the second exploration phase, then contractor to relinquish part of the contract area in the following manner a) If the Development and Discovery Area is less then or equal to 75 % of the original contract area :- Contractor to retain up to 75% of the contract area including discovery and development area and relinquish the balance area b) If the Development and Discovery Area is more than 75% of the original contract area :- Contractor to retain entire Development and Discovery Area and relinquish the balance area	Article 4.1 of the Production Sharing Contract	30 days prior to expiry of the relevant phase / relevant extension period	-	-
If at the end of second exploration phase, the contractor elects to continue exploration operations in the contract area in the second exploration phase, then contractor to relinquish part of the contract area in the following manner a) If the Development and Discovery Area is less then or equal to 50 % of the original contract area :- Contractor to retain up to 50% of the contract area including discovery and development area and relinquish the balance area b) If the Development and Discovery Area is more than 50% of the original contract area :- Contractor to retain entire Development and Discovery Area and relinquish the balance area.	Article 4.2 of the Production Sharing Contract	30 days prior to expiry of the relevant phase / relevant extension period	-	-
Contractor to Retain only development areas and discovery areas after completion of the third Exploration Phase or Appraisal Phase	Article 4.3 of the Production Sharing Contract	At the end of Appraisal Phase	-	-
Each company constituting the Contractor to pay to the government its participating interest share for an amount which when evaluated in terms of MWP for the relevant phase and is equal to the amount which would be required to complete the said minimum work programme.	Article 5.7 of the Production Sharing Contract	Within 60 days from the end of relevant exploration phase	-	-
As soon as possible after the effective date, submit to the Management Committee the WP&B for the relevant year as per section 12 of the Accounting Procedure. Work Program and Budgets for the exploration period shall include work sufficient to meet the MWP.	Article 5.10 of the Production Sharing Contract		First budget submitted after effective date	-
Submit to MC the modifications/revisions to WP&B for its review and advice. ( for Exploration Operations)	Article 5.11/5.12 of the Production Sharing Contract	-	-	

**Checklist for the PSC- BLOCK(Operator) - NELP V (Attachment II(a) - Part 1)**

Compliance Requirement	Section	Due Date	Form No. Attachments	Consequence of Non Compliance
Submit to MC the modifications/revisions to WP&B for its approval (for Development Operations)	Article 5.11/5.12 of the Production Sharing Contract	-	-	-
Contractor to nominate a member to represent the company in the Management Committee. Contractor may also nominate alternative members with full authority to act in the absence and on behalf of the members nominated above.	Article 6.2 of the Production Sharing Contract	Within 30 days of the effective date	-	-
Contractor to submit to the Management Committee the proposal for appointment of Auditors along with the scope of Audit	Article 6.6 (d) of the Production Sharing Contract	Prior to Appointment of Auditors.	-	-
Contractor to ensure that MC meeting to be conducted at least once in every 6 months during the exploration period	Article 6.7 of the Production Sharing Contract	-	Prior Notice for convening MC meeting	-
Contractor to ensure that MC meeting to be conducted at least once in every 3 months after the expiry of exploration phase	Article 6.7 of the Production Sharing Contract	-	Prior Notice for convening MC meeting	-
Contractor to follow the following steps in relation to conducting MC:- a) Notify member the time, place and purpose of meeting, together with provisional agenda b) Forward the final agenda c) Obtain approval of chairman on the minutes of the meeting	Article 6.8 of the Production Sharing Contract	a) 28 days prior to the meeting date. b) 9 days prior to the meeting date c) Within 3 working days of the meeting	-	-
Members to notify the Chairman of their approval to the minutes of the meeting or any modification thereon within 3 business days of the receipt. If a member fails to respond within 3 business days unless otherwise agreed by the Management Committee, the minutes shall be deemed to be approved by such member.	Article 6.9 of the Production Sharing Contract	Within 3 working days of the receipt of the minutes of the meeting	MC Minutes	-
Companies constituting Contractor need to execute an operating agreement within 45 days of the Effective Date , Copy of the Operating agreement need to be provided to the Government	Article 7.4 of the Production Sharing Contract	Within 30 days of the Execution Date or longer period if allowed by Government	-	-
Development Plan for oil discovery to include a plan for utilization of ANG and if the Contractor plans to commercially exploit the Excess ANG for sale, the proposed plans for such exploitation.	Article 21.4.2 of the Production Sharing Contract	-	-	-
If on the basis of the results of the Appraisal Programme, The contractor is of the opinion that NANG has been discovered in commercial quantities, it shall submit to the MC a proposal for declaration of the discovery as Commercial Discovery. Proposal include a) the Government policies on Gas utilisation and proposes alternative options ( if any) for use/consumption of NANG, b) Report on the discovery along with technical and economic data c) evaluation, interpretation and analyses of data d) feasibility studies related to discovery.	Article 21.5.4 of the Production Sharing Contract	As soon as practicable but not later than 3 years from the date of notification of the aforementioned discovery		In case of non-submission within the timelines, the Contractor shall relinquish its rights to develop such discovery and the area related to such discovery shall be excluded from the Contract Area.
Contractor has to submit the additional information, if asked by Management Committee regarding the proposal for commerciality of Discovery.	Article 21.5.5 of the Production Sharing Contract	Within 30 days of the request by MC	-	-
Submit a Development Plan for the development of the Discovery to MC supported by all relevant information .	Article 21.5.6 of the Production Sharing Contract	Within one year from the date of declaration of discovery as commercial discovery	-	-
Contractor shall provide the clarifications/additional information, if asked by MC regarding the Development Plan of Discovery.	Article 21.5.7 of the Production Sharing Contract	Within 30 days of the request by MC	-	-

**Checklist for the PSC- BLOCK(Operator) - NELP V (Attachment II(a) - Part 1)**

Compliance Requirement	Section	Due Date	Form No. Attachments	Consequence of Non Compliance
In the following cases the Contractor may submit the Development Plan to the Government:- a) Where the Management Committee rejects the Development Plan b) If the Management Committee fails to convey its decision within 180 days from submission or within 90 days from the receipt of clarification/additional information, whichever is later.	Article 21.5.7 of the Production Sharing Contract	-	-	-
In case the Government communicates its disapproval to the Development Plan, the Contractor shall meet to discuss the said development plan and the reasons for disapproval. Thereafter the Contractor has the right to resubmit the Development Plan duly amended to meet the Government concerns	Article 21.5.9 of the Production Sharing Contract	Within 90 days of communication from the Govt.	-	Contractor will relinquish its right to develop such gas discovery and such gas discovery shall be excluded from the Contract Area.
Contractor to promptly develop the discovery as per the approved development plan, the contractor will have a two year period from the date of approval of Development Plan to tie up market for sale of NANG	Article 21.5.10 of the Production Sharing Contract	Contractor to commence development within 10 years from the date of the first notification of the discovery well,	-	Contractor will relinquish its right to develop such gas discovery and such gas discovery shall be excluded from the Contract Area.
The contractor will have a to tie up market for sale of NANG	Article 21.5.11 of the Production Sharing Contract	Two year from the date of approval of Development Plan	-	-
Contractor to follow the following procedures with an objective of providing employment of Indian Nationals:- a) Employ to the maximum extent Indian nationals and also require sub-contractor to employ Indian nationals b) Provide on the job training to Indian national c) In consultation with the Government establish and implement training program for staff positions in each phase and level of Petroleum Operations	Article 22.1 & 22.2 of the Production Sharing Contract	Not later than 6 months after approval of the Development Plan	-	-
Contractor to follow the following procedures with an objective of providing employment of Indian Nationals:- a) Employ to the maximum extent Indian nationals and also require sub-contractor to employ Indian nationals b) Operator shall offer a mutually agreed number of Indian Nationals the opportunity for on-the-job training and practical experience in Petroleum Operations during Exploration Phase	Article 22.1 & 22.2 of the Production Sharing Contract	-	-	-
<b>Documents and statement to be submitted:</b> 1) Submit to and discuss with the Government a proposed outline of charts of accounts, operating records and reports, which outline shall reflect each of the categories and sub-categories of costs and income specified in Sections 2 and 3 and shall be in accordance with generally accepted standards and recognized accounting systems and consistent with normal petroleum industry practice and procedures for joint venture operations. 2) Receive Government notification/approval of the above submission. 3) Agree with the Government and provide formal copies for review the outline of charts of accounts, records and reports which shall also describe the basis of the accounting system and procedures to be developed and used under this Contract.	Accounting Procedure Section 1, 1.4.1 of the PSC	1) Within 90 days of the Effective date of the contract 2) within 90 days of the submission 3) Within 180 days of the effective date	-	-
All reports and Statements shall be prepared in accordance with the Contract and the laws of India and, where there are no relevant provisions in either of these, in accordance with generally accepted practices in the international petroleum industry.	Accounting Procedure Section 1, 1.4.3 of the PSC	-	-	-
Contractor to maintain all accouts, records, reports etc. in US Dollars. Metric units and barrels to employed for conversion purposes.	Accounting Procedure Section 1, 1.4.5 of the PSC	-	-	-

**Checklist for the PSC- BLOCK(Operator) - NELP V (Attachment II(a) - Part 1)**

Compliance Requirement	Section	Due Date	Form No. Attachments	Consequence of Non Compliance
<b>Conversion between United States Dollars and Indian Rupees</b> a) In case of single non-USD transaction less than \$ 50,000 The monthly average of the daily mean of the buying and selling rates of exchange by SBI for the month. b) In the case of any single non-US Dollar transaction in excess of the equivalent of 50,000 US \$, Conversion will be on the basis of the average of the applicable exchange rates for the day on which the transaction occurred.	Accounting Procedure Section 1, 1.6.1 of the PSC	-	-	-
- Any realized or unrealized gains or losses from the exchange of currency shall be credited or charged to the accounts. - Contractor to maintain the record of the exchange rates used and identify the same in the relevant statements required to be submitted	Accounting Procedure Section 1, 1.6.2 of the PSC	-	-	-
<u>Payments</u> 1) All payments between the Parties shall, unless otherwise agreed, be in United States Dollars and shall be made through a bank designated by each receiving Party. 2) Unless otherwise specified, all sums due under the Contract shall be paid within 45 days from the date on which the obligation to pay was incurred. 3) All sums due during any month shall, for each day such sums are overdue during such Month, bear interest compounded daily at the applicable LIBOR plus two (2) percentage points.	Accounting Procedure Section 1, 1.7 of the PSC	-	-	-

**Checklist for the PSC- BLOCK (Non-Operator) - NELP V (Attachment II(a) - Part 2)**

Compliance Requirement	Section	Due Date	Form No. Attachments	Consequence of Non Compliance
Companies to nominate a member to represent the company in the Management Committee. Contractor may also nominate alternative members with full authority to act in the absence and on behalf of the members nominated above.	Article 6.2 of the Production Sharing Contract	Within 30 days of the effective date	-	-
Companies constituting Contractor need to execute an operating agreement within 45 days of the Effective Date , Copy of the Operating agreement need to be provided to the Government	Article 7.4 of the Production Sharing Contract	Within 30 days of the Execution Date or longer period if allowed by Government	-	-
Company to seek the consent of the GOI for assignment of Participating Interest.	Article 28.1 of the Production Sharing Contract	-	-	-
Prompt notice of disclosures shall be given to the Government, if any data, information or reports disclosed to any person except affiliates, contractors, sub contractors, employees, consultants, data processing centres, advisers, banks or other financial institutions, bonafide intending assignees or transferees of Participating Interest of a party etc..	Article 26.6 of the Production Sharing Contract	-	-	-
Party to notify MC if claiming suspension of its obligations on account of Force Majeure	Article 31.3 of the Production Sharing Contract	No later than 7 days of the occurrence of the event of Force Majeure	-	-
Notify the Management Committee of any change in management or control of a Company or the relationship with any guarantor of the Company	Article 34.1 of the Production Sharing Contract	-	-	-
A Company shall furnish, prior to execution of this Contract, a duly authorised copy of a resolution properly and legally passed by the Board of Directors of the Company authorising its President or any Vice-President or any other representative to execute this Contract along with a certificate duly signed by the Secretary or an Assistant Secretary of the Company under its seal in this regard and to the effect that the Company has the power and authority to enter into this Contract and to perform its obligations there under and has taken all necessary action to authorise the execution, delivery and performance of the Contract.	Article 36.1 of the Production Sharing Contract	-	-	-

Payments

- 1) All payments between the Parties shall, unless otherwise agreed, be in United States Dollars and shall be made through a bank designated by each receiving Party.
- 2) Unless otherwise specified, all sums due under the Contract shall be paid within 45 days from the date on which the obligation to pay was incurred.
- 3) All sums due during any month shall, for each day such sums are overdue during such Month, bear interest compounded daily at the applicable LIBOR plus two (2) percentage points.

Accounting Procedure  
Section 1, 1.7 of the PSC

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**LIST OF COMPLIANCES AS PER PRODUCTION SHARING CONTRACT (Attachment II(b))**

**I. FOR OPERATOR BLOCK**

**A. Exploration Stage**

- Within 30 days of Effective date nominate members and constitute MC
- Execute JOA within 45 days
- Commence petroleum operation not later than 6(six) months from Effective date
- ASAP after Effective Date and within 90 days before commencement of each financial year submit Work Programme and Budget to MC
- Communicate to MC substitution of Mandatory 2D (if any) if unable to perform
- Communicate to MC annual work progress and costs
- 30 days prior notice of completion of Initial Exploration Period
- 30 days prior notice for extension of Initial Exploration Period on non-completion of MWP with reasons thereof
- Proposal to MC for Appraisal Programme and declaration of discovery as commercial
- On completion of Initial Exploration Period, 30 days prior notice:
  - Proceed to Subsequent Exploration Period on presentation of requisite guarantee
  - Extension of 18(eighteen) months for Appraisal Programme
  - Relinquish part or whole
  - Conduct Development and Production Operations
- On completion of Subsequent Exploration Period, development plan and application for extension of lease to MC
- On completion of Exploration period, proposal to MC to surrender or relinquish
- Appointment of auditors and all related works
- Proposal for abandonment / site restoration
- Arrange for meetings of MC and all related works

**B. Development Stage**

- Within 90 days before commencement of each financial year submit Work Programme and Budget to MC

**C. Production Stage**

within 90 days before commencement of each financial year submit Work Programme and Budget to MC

#### EXTRACT OF PSC HIGHLIGHTING TIMELINES

- 1.14 "Business Day" means any of the Calendar Days, which is not a holiday.
- 1.15 "Calendar Day" means any of the seven (7) days of a week.
- 1.16 "Calendar Month" means any of the twelve (12) months of the Calendar Year.
- 1.17 "Calendar Quarter" or "Quarter" means a period of three (3) consecutive Calendar Months commencing on the first day of January, April, July and October of each Calendar Year.
- 1.18 "Calendar Year" means a period of twelve (12) consecutive Months according to the Gregorian calendar, commencing with the first (1<sup>st</sup>) day of January and ending with the thirty-first (31<sup>st</sup>) day of December.
- 1.19 "Commercial Discovery" means a Discovery of Petroleum reserves which has been declared as a Commercial Discovery in accordance with the provisions of Article 10 and/or Article 21.
- 1.20 "Commercial Production" means production of Crude Oil or Condensate or Natural Gas or any combination of these from the Contract Area (excluding production for testing purposes) and delivery of the same at the relevant Delivery Point under a programme of regular production and sale.
- 1.24 "Contract Area" means, on the Effective Date, the area described in Appendix-A and delineated on the map attached as Appendix B or any portion of the said area remaining after relinquishment or surrender from time to time pursuant to the terms of this Contract (including any additional area as provided under Article 11.3).
- 1.26 "Contract Year" means a period of twelve (12) consecutive months counted from the Effective Date or from the anniversary of the Effective Date.
- 1.40 "Effective Date" means the later of the date on which this Contract is executed by the Parties or the date of issue of License or date from which License has been made effective by the Central Government or State Government(s) as the case may be.
- 1.44 "Exploration Period" means the period mentioned in Article 3 during which Exploration Operations may be carried out by the Contractor as provided in Article 3 hereof.
- 1.45 "Initial Exploration Period" means the first four (4) consecutive Contract Years or five (5) consecutive Contract Years as the case may be, specified in Article 3 in which the Contractor is required to complete the Minimum Work Programme specified therein.
- 1.45.1 "Subsequent Exploration Period" means three (3) maximum consecutive Contract Years following the Initial Exploration Period subject to provisions contained in Article 3 of Production Sharing Contract.
- 1.48 "Financial Year" means the period from the first (1<sup>st</sup>) day of April to the thirty-first (31<sup>st</sup>)



day of March of the following Calendar Year.

1.63 "Month" means Calendar Month.

1.91 "Year" means a Financial Year.

## **ARTICLE-3**

### **LICENSE AND EXPLORATION PERIOD**

- 3.1 The Exploration Period shall begin on the Effective Date and shall be for a period not exceeding seven (7) consecutive Contract Years and consisting of Initial Exploration Period and Subsequent Exploration Period. The Initial Exploration Period shall consist of the first four (4) consecutive Contract Years and with provision to proceed to the Subsequent Exploration Period of maximum three consecutive Years subject to provisions contained in Article 3.
- 3.2 Except as otherwise provided in this Contract, the term of the Initial Exploration Period shall not exceed the first four (4) consecutive Contract Years in the Exploration Period.
- 3.3 Except as otherwise provided in this Contract, the term of the Subsequent Exploration Period shall not exceed three (3) consecutive Contract Years from the end of the Initial Exploration Period.
- 3.4 At the expiry of the Initial Exploration Period, provided that the Contractor has completed the Minimum Work Programme, the Contractor shall have the option, exercisable by giving a written notice to the Government at least thirty (30) days prior to the expiry of Initial Exploration Period either:
- (a) to proceed to the Subsequent Exploration Period by committing drilling of one exploratory well per year in Contract Area on presentation of the requisite guarantees as provided for in Article 29; the well(s) committed can be drilled in any of the Years, as the case may be, of the Subsequent Exploration Period. or
  - (b) to relinquish the entire Contract Area except for any Discovery Area and any Development Area and to conduct Development Operations and Production Operations in relation to any Commercial Discovery in accordance with the terms of this Contract, and the Contractor shall have no further obligation in respect of the Minimum Work Programme under Article 5.

If neither of the options provided for in paragraphs (a) and (b) hereof is exercised by the Contractor, this Contract shall terminate at the end of Initial Exploration Period and the License shall be automatically cancelled.

- 3.5 If at the end of the Initial Exploration Period the Minimum Work Programme for that period is not completed, the time for completion of the said Minimum Work Programme shall be extended for a period necessary to enable completion thereof but not exceeding six (6) months, provided that the Contractor submits his request by giving a written notice to the Government at least thirty (30) days prior to the expiry of the Initial Exploration Period and can show technical or other good reasons for non-completion of the Minimum Work Programme and the Management Committee gives its prior written consent to the said extension and provided further that the period of such extension shall be subtracted from the succeeding Subsequent Exploration Period. In case the Minimum Work Programme of the Initial Exploration Period is completed before stipulated time as provided in the Article 3.2, the time so saved will be added to the succeeding Subsequent Exploration Period, if so requested by the Contractor giving a

notice in writing to the Government thirty (30) days prior to such early completion of the Initial Exploration Period and in that event the provision of the Article 3.4 (a) shall apply immediately after such early completion of Initial Exploration Period.

- 3.6 If, at the end of the Initial Exploration Period, execution of any Work Programme is in progress and which is in addition to the Minimum Work Programme, such Initial Exploration Period shall be extended for a period not exceeding six (6) months to enable completion thereof provided that the Minimum Work Programme for such period has been completed and the Management Committee gives its prior written consent to the said extension as provided in the Article 3.5. In the event of an extension as provided for herein, the notice referred to in Article 3.4 shall be given at least thirty (30) days prior to the expiry of the relevant extension.
- 3.7 Where sufficient time is not available prior to the expiry of the Exploration Period to complete an Appraisal Programme, at the request of the Contractor, the Government shall extend the Exploration Period for such period, not exceeding eighteen (18) months as may be mutually agreed between the Parties for the Appraisal Programme to be carried out and for the Contractor and the Management Committee, to comply with the provisions of Article 10 and Article 21.
- 3.10 If at the expiry of the Exploration Period a development plan for development of a Commercial Discovery and an application for Lease is under consideration by the Management Committee or Government, as the case may be, pursuant to Articles 10, 11 and 21 respectively, the License shall continue in force with respect to that part of the Contract Area to which the application for the Lease relates, pending a decision on the proposed development plan and the application for the Lease, but shall cease to be in force and effect with respect to the remainder of the Contract Area.

## **ARTICLE - 4**

### **RELINQUISHMENT**

- 4.1 The Contract Area (excluding Discovery and Development area) shall be relinquished at the end of 7 consecutive Years of Exploration Period.
- 4.2 At the end of the Exploration Period, the Contractor shall retain only Development Areas and Discovery Areas.

## **ARTICLE-5**

### **WORK PROGRAMME**

- 5.1 The Contractor shall commence Petroleum Operations not later than six (6) months from the Effective Date.
- 5.6 Subject to Article 31, the Contractor undertakes to complete the Mandatory Work Programme and Minimum Work Programme in accordance with Articles 5.2, 5.2.1, 5.3 and 5.5, as the case may be. In the event that the Contractor fails to fulfil the said Mandatory Work Programme or Minimum Work Programme or Work Programme committed during the Initial Exploration Period or Subsequent Exploration Period or early termination of the Contract by the Government for any reason whatsoever, each Company constituting the Contractor shall pay to the Government, within sixty (60) days following the end of the Initial Exploration Period or Subsequent Exploration Period or early termination of the Contract, as may be the case, its Participating Interest share for an amount which shall be equivalent to Liquidated Damages as specified below:

Shallow water (US \$)	
Per well	3,000,000
Per sq. km. of 3D	1,500
Per line km. of 2D	1,000

In case of 2D seismic and 3D seismic the Contractor shall pay LD for the quantum of Work Programme that falls short of the Minimum Work Programme. However, in case of Well(s) which have not been drilled to the depth specified in the Minimum Work Programme, the Contractor shall pay LD for the entire well, irrespective of the metreage left to be drilled.

- 5.8 As soon as possible after the Effective Date and thereafter within ninety (90) days before commencement of each following year, the Contractor shall submit to the Management Committee the Work Programmes and the budgets relating to petroleum operations to be carried out during the relevant year. Work Programme and Budgets for the exploration period shall include work sufficient to meet the relevant Mandatory Work Programme and Minimum Work Programme with respect to Initial Exploration Period specified in this Article 5.

## **ARTICLE - 6**

### **MANAGEMENT COMMITTEE**

- 6.2 Government shall nominate two (2) members representing Government in the Management Committee, whereas each Company constituting the Contractor shall nominate one (1) member each to represent Company in the Management Committee provided that in case the Contractor constitutes only one Company, that Company shall have two (2) members. The Parties shall nominate the members to the Management Committee within thirty (30) days of the Effective Date.
- 6.5 Operator on behalf of the Contractor with the approval of Operating Committee, if constituted under the Article 7.4, or in case of a single Party constituting the Contractor, then that Party shall submit following matters to the Management Committee for review and it shall have advisory functions:
- (a) prior to the date of declaration of first Commercial Discovery, the annual Work Programmes and Budgets in respect of Exploration Operations and any revisions or modifications thereto :
  - (aa) after the date of declaration of first Commercial Discovery, the annual Work Programme and Budgets in respect of Exploration Operations relating to Minimum Work Programme during Initial Exploration Period and additional committed Work Programme during Subsequent Exploration Period, if opted under Article 3.4, and any revisions and modifications thereto;
  - (b) annual work progress and costs incurred thereon;
  - (c) proposals for surrender or relinquishment of any part of the Contract Area by the Contractor;
  - (d) proposals for an Appraisal Programme or revisions or additions thereto and the declaration of a Discovery as a Commercial Discovery;
  - (e) any other matter required by the terms of this Contract to be submitted to it for review or advice; and
  - (f) any other matter which the Contractor decides to submit for review or advice including matters concerning inter-Party relationships.
- 6.6 The following matters shall be submitted by Operator on behalf of the Contractor with the approval of Operating Committee, if constituted under the Article 7.4, or in case of single Party constituting the Contractor, then by that Party to the Management Committee for approval:
- (a) except for items specified in 6.5 (a) and 6.5 (aa), annual Work Programme and Budgets in respect of Exploration Operations and any modifications and revisions thereto;
  - (aa) annual Work Programme and Budgets in respect of Development Operations and Production Operations and any modifications or revisions thereto;
  - (b) proposals for the approval of development plans as may be required under this Contract, or modifications or revisions to a Development Plan;

- (c) determination of a Development Area;
- (d) appointment of auditors along with scope of audit, approval and adoption of audited report submitted under Article 25.4.3;
- (e) collaboration with licensees or contractors of other areas;
- (f) claims or settlement of claims for or on behalf of or against the Contractor in excess of limits fixed by the Management Committee from time to time;
- (g) proposal about abandonment plan/Site Restoration as required to be submitted under Article 14.10;
- (h) any other matter required by the terms of this Contract to be submitted for the approval of the Management Committee;
- (i) any other matter which the Contractor decides to submit to it; and
- (j) any matter, which Government refers to the Management Committee for its consideration and reasoned opinion.

6.7 Unless agreed otherwise by all the members of the Management Committee, the Management Committee shall meet at least once every six (6) months during the Exploration Period and thereafter at least once every three (3) months or more frequently at the request of any member. The Secretary, with the approval of the Chairman, shall convene each meeting by notifying the members twenty eight (28) days prior to such a meeting (or a shorter period of notice if the members unanimously so agree) of the time and place of such meeting and the purpose thereof and shall include in such notice a provisional agenda for such meeting. The Chairman shall be responsible for processing the final agenda for such meeting and the agenda shall include all items of business requested by the members to be included, provided such requests are received by the Secretary at least ten (10) days prior to the date fixed for the meeting. The Secretary shall forward the agenda to the members at least seven (7) Business Days prior to the date fixed for the meeting. Matters not included in the agenda may be taken up at the meeting by any member with the unanimous prior written consent of all the members whether present or not present at the meeting.

6.9 Secretary to the Management Committee shall be responsible, inter alia, for preparation of the minutes of every meeting in the English language and provision to every member of the Management Committee with two (2) copies of the minutes approved by the Chairman within three (3) Business Days of the meeting. Unless agreed otherwise by all the members of the Management Committee, the minutes of a meeting shall be finalised by the Management Committee within three (3) Business Days thereafter. Members shall notify the Chairman and the other members of their approval of the minutes by putting their signatures on one copy of the minutes and returning the same to the Chairman. Members may suggest any modification to the minutes while returning the signed copy. Members may also communicate with the Chairman through telex, cable, or facsimile or any other effective mode of communication agreed by all the members of the Management Committee. If the Chairman or any other member does not agree with the modification to the minutes suggested by any member, the matter shall be brought to the attention of the other members and resubmitted to the Management Committee at the next meeting and the minutes shall stand approved as to all other matters. If a

member fails to respond within the aforesaid three (3) Business Day period, unless agreed otherwise by the Management Committee as herein provided, the minutes shall be deemed to be approved by such member.

- 6.10 Any member shall be entitled, if either he/she or his/her alternate is unable to attend a meeting, to cast his vote by telex, cable, facsimile transmission or any other effective mode of communication agreed by all the members of the Management Committee and received by the Chairman prior to the date on which the vote is taken in the course of the meeting or by giving a prior written notice to all other members, appoint a member, with his/her prior written consent, representing another Party in the Management Committee as its proxy to attend a meeting and to exercise the appointing member's right to vote at the meeting whether as directed by the appointing member or otherwise. A member appointed as a proxy and attending a meeting shall be present in two separate capacities and vote accordingly. All such votes shall have the same effect as if that member had been present and so voted at the meeting.
- 6.11 In case of urgency, where Operating Committee has made a recommendation together with reasons to the Chairman requiring consideration of a matter by the Management Committee without delay, Chairman, after being satisfied may waive the requirements of notice period for the meeting and circulation of agenda to such extent as would be consistent with the urgency and consideration of the matter by the Management Committee. Alternatively, Chairman may approve submission of notice and agenda to members by telex or facsimile transmission or any other effective mode of communication agreed by all the members of the Management Committee, receipt of which shall be confirmed by telephone by the Chairman requiring the members to confirm their decision by these modes of communication not later than three (3) Business Days from confirmation of receipt of notice and agenda by the member. Any member failing to convey the decision within the time limits of three (3) Business Days shall be deemed to have voted in favour of the proposal. The result of any such vote shall be notified by the Chairman to all the members.
- 6.14 There shall be a quorum of the Management Committee for holding a meeting and making decisions with each Party to the Contract represented by at least one of its nominated members in the Management Committee either present in person or represented as per Article 6.10. If there is no quorum in a meeting, the meeting shall stand postponed to the same day and time in the next week and if quorum is not present or represented even in the next meeting and subject to a Government member being present, the members present and represented will constitute the quorum and take decisions and decisions taken by such quorum shall be final and binding to all the absenting Parties or Parties not represented, notwithstanding the provisions of Article 6.13.



## **ARTICLE-7**

### **OPERATORSHIP, JOINT OPERATING AGREEMENT AND OPERATING COMMITTEE**

- 7.4 Within forty five (45) days of the Effective Date or such longer period as may be agreed to by Government, the Companies constituting the Contractor shall execute a Joint Operating Agreement. The said agreement shall be consistent with the provisions of this Contract and shall provide for, among other things:
- (a) the appointment, resignation, removal and responsibilities of the Operator;
  - (b) the establishment of an Operating Committee comprising of an agreed number of representatives of the Companies chaired by a representative of the Operator;
  - (c) functions of the said Operating Committee taking into account the provisions of the Contract, procedures for decision making, frequency and place of meetings; and
  - (d) contribution to costs, default, sole risk, disposal of Petroleum and assignment as between the Parties to the Joint Operating Agreement.
- 7.4.1 Operator shall provide to the Government a copy of the duly executed Joint Operating Agreement within thirty (30) days of its execution date or such longer period as may be agreed to by the Government.

## **ARTICLE-8**

### **GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 8.1 Subject to the provisions of this Contract, the Contractor shall have the following rights:
- (d) the right to use all available technical data, seismic and well information, maps, samples, etc. of the Contract Area as on the Effective Date, free of charge, subject to nominal copying/reproduction costs for further Petroleum Operations. The Contractor shall submit the list of all data required by them to Directorate General of Hydrocarbons (DGH) based on the list of data provided in the information docket for the block pertaining to the Contract Area as soon as possible but not later than one hundred and eighty (180) days from the execution of the Contract and the same, if available and reproducible, shall be made available to the Contractor in the office of DGH within ninety (90) days from the submission of such request for data by the Contractor, provided the Effective Date of the Contract has commenced and the Contractor has furnished relevant guarantees under Article 29 of the Contract.
- 8.3 The Contractor shall having due regard to modern oilfield and petroleum industry practices:
- (h) appoint a technically competent and sufficiently experienced representative, and, in his absence, a suitably qualified replacement therefore, who shall be resident in India and who shall have full authority to take such steps as may be necessary to implement this Contract and whose name(s) shall, on appointment within ninety (90) days after commencement of the first Contract Year, be made known to the Government;

## **ARTICLE-10**

### **DISCOVERY, DEVELOPMENT AND PRODUCTION**

- 10.1 If and when a Discovery is made within the Contract Area, the Contractor shall:
- (a) forthwith inform the Management Committee and Government of the Discovery;
  - (b) promptly thereafter, but in no event later than a period of thirty (30) days from the date of the Discovery, furnish to the Management Committee and Government particulars, in writing, of the Discovery; and
  - (c) run tests promptly and in any case within 90 days from the date under Article 10.1 (a) to determine whether the Discovery is of potential commercial interest and, within a period of sixty (60) days after completion of such tests, submit a report to the Management Committee containing data obtained from such tests and its analysis and interpretation thereof, together with a written notification of whether, in the Contractor's opinion, such Discovery is of potential commercial interest and merits appraisal.
- 10.2 If the Contractor determines to conduct a drill stem or production test, in open hole or through perforated casing, with regard to any Exploration Well, it shall notify the Government of the time of such test at least forty eight (48) hours prior to the proposed test, and the Government shall have the right to have a representative present during such test.
- 10.3 If, pursuant to Article 10.1 (c), the Contractor notifies the Management Committee that the Discovery is of potential commercial interest, the Contractor shall prepare and submit to the Management Committee within one hundred and twenty (120) days of such notification, a proposed Appraisal Programme with a Work Programme and Budget to carry out an adequate and effective appraisal of such Discovery designed to achieve both the following objectives: (i) determine without delay, and, in any event, within the period specified in Article 10.5, whether such Discovery is a Commercial Discovery and (ii) determine, with reasonable precision, the boundaries of the area to be delineated as the Development Area.
- 10.4 The proposed Appraisal Programme shall be reviewed by the Management Committee within thirty (30) days after submission thereof pursuant to Article 10.3. The said Appraisal Programme, together with the Work Programme and Budget submitted by the Contractor, which may be revised or modified or amended by the Contractor in light of the Management Committee review, shall be adopted as the Appraisal Programme and the Contractor shall promptly commence implementation thereof; and the annual Budget for the Exploration Period, adopted pursuant to Article 5, shall be revised accordingly.
- 10.5 The Contractor shall in respect of a Discovery of Crude Oil advise the Management Committee by notice in writing within a period of Eighteen (18) months from the date on which the notice provided for in Article 10.1 (c) was delivered, whether such Discovery should be declared a Commercial Discovery or not. Such notice shall be accompanied by

a report on the Discovery setting forth all relevant technical and economic data including estimated recoverable reserves, sustainable production levels, estimated development and production expenditures, prevailing and forecasted prices, and other pertinent technical and economic factors according to modern oilfield and petroleum industry practices as well as all evaluations, interpretations and analyses of such data and feasibility studies relating to the Discovery prepared by or for the Contractor, with respect to the Discovery and any other relevant information. If the Contractor is of the opinion that Crude Oil has been discovered in commercial quantities, it shall submit the proposal to the Management Committee for review that the Discovery be declared a Commercial Discovery. In the case of a Discovery of Gas, the provisions of Article 21 shall apply.

- 10.6 The Management Committee shall, within forty (40) days of the date of the notice referred to in Article 10.5, review the proposal of the Contractor and request any other additional information it may reasonably require so as to complete the review of the proposal made by the Contractor. The Contractor shall furnish the additional information within thirty (30) days from the date of the request. The review by the Management Committee shall be made and conveyed to the Contractor within the later of (a) ninety (90) days from the date of notice referred to in Article 10.5 or (b) forty (40) days of receipt of such other information as may be required under this Article.
- 10.7 If the Contractor declares the Discovery a Commercial Discovery after taking into account the advice of the Management Committee as referred in the Article 10.6, within two hundred (200) days of the declaration of the Discovery as a Commercial Discovery, the Contractor shall submit to the Management Committee a comprehensive development plan of the Commercial Discovery which shall:
- 10.8 A proposed development plan submitted by the Contractor pursuant to Article 10.7 may be approved by the Management Committee within one hundred and ten (110) days of submission thereof or eighty (80) days of receipt of any additional information requested by the Management Committee. In case the Management Committee requires any reasonable additional information, the same shall be requested by it within eighty (80) days from the submission of the development plan. The Contractor shall provide such additional information within thirty (30) days from the request by the Management Committee. If, within a period of one hundred and ten (110) days after submission of a proposed development plan or eighty (80) days from the receipt of any additional information, where asked by the Management Committee, the Management Committee fails to convey a decision to the Contractor, the Contractor shall have option to submit the proposal to the Government. Also, where, the Management Committee rejects the development plan of the Contractor, the Contractor can submit the development plan for the approval of the Government. The Government shall respond on the proposed development plan submitted by the Contractor within one hundred and ten (110) days. In case Government refuses to approve the proposed development plan, it shall convey the reasons for such refusal and the Contractor shall be given opportunity to make appropriate modifications to meet concerns of Government and the provisions of the foregoing Article and re-submit the plan within ninety (90) days from the date of receipt of refusal from the Government.
- 10.10 Work Programmes and Budgets for Development and Production Operations shall be

submitted to the Management Committee as soon as possible after the approval of a Development Plan under Article 10.8 and thereafter not later than 31<sup>st</sup> December each Year in respect of the Year immediately following.

- 10.12 Not later than the fifteenth (15<sup>th</sup>) of January each Year, in respect of the Year immediately following commencement of Commercial Production, the Contractor shall determine the "Programme Quantity" with the approval of the Management Committee.

The Programme Quantity for any Year shall be the maximum quantity of Petroleum based on Contractor's estimates, as approved by the Management Committee, which can be produced from a Development Area consistent with modern oilfield and petroleum industry practices and minimising unit production cost, taking into account the capacity of the producing Wells, gathering lines, separators, storage capacity and other production facilities available for use during the relevant Year, as well as the transportation facilities up to the Delivery Point.

## **ARTICLE-11**

### **PETROLEUM EXPLORATION LICENSE AND MINING LEASE**

- 11.1 The Contractor shall submit an application for grant of License in respect of the Contract Area, as early as possible, but not later than fifteen (15) Business Days from the date of execution of this Contract.
- 11.2 On submission of a development plan of a Commercial Discovery pursuant to Article 10.7, the Contractor shall submit an application for a Lease in respect of the proposed Development Area.
- 11.5 The Lease shall be granted for an initial period of twenty (20) years from the date of grant thereof subject to:

**ARTICLE-12**  
**UNIT DEVELOPMENT**

- 12.1 If a Reservoir in a Discovery Area is situated partly within the Contract Area and partly in an area in India over which other parties have a contract to conduct petroleum operations and both parts of the Reservoir can be more efficiently developed together on a commercial basis, on receiving information in writing from any party to these contracts or any information on this from any bonafide source, the Government may, for securing the more effective recovery of Petroleum from such Reservoir, by notice in writing to the Contractor, require that the Contractor:
- (a) collaborate and agree with such other parties on the joint development of the Reservoir ;
  - (b) submit such agreement between the Contractor and such other parties to the Government for approval within one hundred and eighty (180) days; and
  - (c) prepare a plan for such joint development of the said Reservoir, within one hundred and eighty (180) days of the approval of the agreement referred to in (b) above.
- 12.2 If no plan is submitted within the period specified in Article 12.1 (c) or such longer period as the Government and the Contractor and the other parties referred to in Article 12.1 may agree, or, if such plan as submitted is not acceptable to the Government and the Parties cannot agree on amendments to the proposed joint development plan, the Government may cause to be prepared, at the expense of the Contractor and such other parties a plan for such joint development consistent with generally accepted modern oilfield and petroleum industry practices which shall take into consideration any plans and presentations made by the Contractor and the aforementioned other parties.

## **ARTICLE-13**

### **MEASUREMENT OF PETROLEUM**

- 13.2 The Government may, at all reasonable times, inspect and test the appliances used for measuring the volume and determining the quality of Petroleum, provided that any such inspection or testing shall be carried out in such a manner so as not to unduly interfere with Petroleum Operations.



## **ARTICLE-14**

### **PROTECTION OF THE ENVIRONMENT**

14.5 The Contractor shall cause a person or persons with special knowledge on environmental matters, to carry out two environmental impact studies in order:

- (a) to determine at the time of the studies the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas; and
- (b) to establish the likely effect on the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas in consequence of the relevant Exploration Period of Petroleum Operations to be conducted under this Contract, and to submit, for consideration by the Parties, methods and measures contemplated in Article 14.4 for minimising Environmental Damage and carrying out Site Restoration activities.

14.5.1 The first of the aforementioned studies shall be carried out in two parts, namely, a preliminary part which must be concluded before commencement of any field work relating to a seismographic or other survey, and a final part relating to drilling in the Exploration Period. The part of the study relating to drilling operations in the Exploration Period shall be approved by Government before the commencement of such drilling operations, it being understood that such approval shall not be unreasonably withheld.

14.5.2 The second of the aforementioned studies shall be completed before commencement of Development Operations and shall be submitted by the Contractor as part of the Development Plan, with specific approval of Government being obtained before commencement of Development Operations, it being understood that such approval shall not be unreasonably withheld.

14.7 The Contractor shall, prior to conducting any drilling activities, prepare and submit for review by the Government contingency plans for dealing with Oil spills, fires, accidents and emergencies, designed to achieve rapid and effective emergency response. The plans referred to above shall be discussed with the Government and concerns expressed shall be taken into account.

14.7.1 In the event of an emergency, accident, oil spill or fire arising from Petroleum Operations affecting the environment, the Contractor shall forthwith notify the Government and shall promptly implement the relevant contingency plan and perform such Site Restoration as may be necessary in accordance with modern oilfield and petroleum industry practices.

14.7.2 In the event of any other emergency or accident arising from the Petroleum Operations affecting the environment, the Contractor shall take such action as may be prudent and necessary in accordance with modern oilfield and petroleum industry practices in such circumstances.

14.8 In the event that the Contractor fails to comply with any of the terms contained in Article 14.7 within a period specified by the Government, the Government, after giving the

Contractor reasonable notice in the circumstances, may take any action which may be necessary to ensure compliance with such terms and to recover from the Contractor, immediately after having taken such action, all costs and expenditures incurred in connection with such action together with such interest as may be determined in accordance with Section 1.7 of Appendix C of this Contract.

14.14 The obligations and liability of the Contractor for the environment hereunder shall be limited to damage to the environment which:

- (a) occurs after the Effective Date; and
- (b) results from an act or omission of the Contractor.

## ARTICLE-15

### RECOVERY OF COST PETROLEUM

- 15.2 Exploration Costs incurred by the Contractor in the Contract Area upto the date of first Commercial Production shall be aggregated, and the Contractor shall be entitled to recover the aggregate of such Exploration Costs out of the Cost Petroleum at the rate of one hundred percent (100%) per annum of such Exploration Costs beginning from the date of such Commercial Production.
- 15.3 The Contractor shall be entitled to recover out of the Cost Petroleum from the Contract Area the Exploration Costs which it has incurred in any Year after the date of Commercial Production at the rate of **One hundred percent (100%)** per annum of such Exploration Costs beginning from the date such Exploration Costs are incurred.
- 15.4 Development Costs incurred by the Contractor in the Contract Area upto the date of first Commercial Production shall be aggregated, and the Contractor shall be entitled to recover out of the Cost Petroleum the aggregate of such Development Costs at the rate of one hundred percent (100%) per annum of such Development Costs beginning from the date of such Commercial Production.
- 15.5 The Contractor shall be entitled to recover out of the Cost Petroleum from the Contract Area the Development Costs which it has incurred after the date of first Commercial Production at the rate of one hundred percent (100%) per annum of such Development Costs beginning from the date such Development Costs are incurred.
- 15.6 The Contractor shall be entitled to recover in full during any Year the Production Costs incurred in that Year out of the Cost Petroleum.
- 15.7 The Contractor shall be entitled to recover in full during any Year the royalty payments to the Government/State Government(s) in that Year out of the Cost Petroleum.
- 15.8 If during any Year the Cost Petroleum is not sufficient to enable the Contractor to recover in full the Contract Costs due for recovery in that Year in accordance with the provisions of Articles 15.1 to 15.7 then, subject to the provisions of Article 15.12:
- (a) recovery shall first be made of royalty payments; and
  - (b) recovery shall next be made of the Production Costs; and
  - (c) recovery shall next be made of the Exploration Costs; and
  - (d) recovery shall then be made of the Development Costs.
- The unrecovered portions of Contract Costs shall be carried forward to the following Year and the Contractor shall be entitled to recover such Contract Costs in such Year or the subsequent Years as if such Contract Costs were due for recovery in that Year, or the succeeding Years, until the unrecovered Contract Costs have been fully recovered out of Cost Petroleum from the Contract Area.
- 15.11 Pending completion of the calculations required to establish definitively the Contractor's entitlement to Cost Petroleum from the Contract Area in any Year, the Contractor shall

take delivery, provisionally, of volumes of Crude Oil or Natural Gas representing its estimated Cost Petroleum entitlement calculated with reference to estimated production quantities, costs and prices as established by the Contractor and approved by the Management Committee. Such provisional determination of Cost Petroleum shall be made every Quarter on an accumulative basis. Within ninety (90) days of the end of each Year, a final calculation of the Contractor's entitlement to Cost Petroleum, based on actual production quantities, costs and prices for the entire Year as reflected in audited accounts under Article 25.4.3, shall be undertaken and any necessary adjustments to the Cost Petroleum entitlement shall be agreed upon between the Government and the Contractor within thirty (30) days and made within thirty (30) days thereafter.

## ARTICLE -16

### PRODUCTION SHARING OF PETROLEUM

16.2.1 When the Investment Multiple of the Contractor at the end of any Year is less than or equal to one and one half (1.500), the Government shall be entitled to take and receive **Fifty Five percent (55%)** and the Contractor shall be entitled to take and receive **Forty Five percent (45%)** of the total Profit Petroleum from the Contract Area with effect from the start of the succeeding Year.

16.2.2 When the Investment Multiple of the Contractor at the end of any Year is equal to or more than three and one half (3.500), the Government shall be entitled to take and receive **Sixty Five percent (65%)** and the Contractor shall be entitled to take and receive **Thirty Five percent (35%)** of the total Profit Petroleum from the Contract Area with effect from the start of the succeeding Year.

16.2.3 When the Investment Multiple of the Contractor at the end of any Year is more than one and one half (1.500) but is less than three and one half (3.500), the Government shall be entitled to take and receive Z%, and the Contractor shall be entitled to take and receive **(100-Z) % of the total Profit Petroleum** from the Contract Area with effect from the start of the succeeding Year. The Government share Z% shall be calculated by interpolation as under:

$$Z = a + [(b - a) * (X - 1.5)/2]$$

Where

'a' denotes Government share under Article 16.2.1;

'b' denotes Government share under Article 16.2.2;

'b' should always be higher than 'a';

'X' denotes Investment Multiple of Contractor at the end of preceding Year, rounded off to three decimal places.

16.4.1 The Government shall have the option to take its entitlement to Profit Petroleum other than "ANG" or "NANG" either in cash or in kind in any Year. In case of "ANG" or "NANG", as the case may be, the Government shall have the option to take its entitlement to Profit Petroleum in cash or **in kind and such option shall be exercised at interval of every five (5) Years from the commencement of first Commercial Production from the Contract Area.**

16.4.2 In accordance with the Article 16.4.1, **The Government shall exercise such option by giving a written notice to the Contractor not later than thirtieth (30<sup>th</sup>) June in the preceding Year in which the entitlement is due.** Once the Government has exercised its option, the same shall continue unless the Government informs the Contractor otherwise.

16.5 The value of the Contractor's Investment Multiple at the end of any Year in respect of the Contract Area shall be calculated in the manner provided for, and on the basis of the net income specified in Appendix-D to this Contract. **However, the amount of Profit**

Petroleum to be shared between the Government and the Contractor shall be determined for each Quarter on an accumulative basis. Pending finalisation of accounts, Profit Petroleum shall be shared between the Government and the Contractor on the basis of provisional estimated figures of Contract Costs, production, prices, income and any other income or allowable deductions and on the basis of the value of the Investment Multiple achieved at the end of the preceding Year. All such provisional estimates shall be approved by the Management Committee. When it is necessary to convert monetary units into physical units of production equivalents or vice versa, the price or prices determined pursuant to Articles 19 and 21 for Crude Oil, Condensate and Natural Gas respectively shall be used. Within ninety (90) days of the end of each Year, a final calculation of Profit Petroleum based on actual costs, quantities, prices and income for the entire Year shall be completed and any necessary adjustments to the sharing of Petroleum shall be agreed upon between the Government and the Contractor within thirty (30) days and made within thirty (30) days thereafter.

## **ARTICLE-17**

### **TAXES, ROYALTIES, RENTALS, DUTIES, ETC**

- 17.2.4 For any or all accumulated expenditures incurred in respect of Exploration Operations and drilling operations prior to the date of commercial production, Company(ies) shall have option to amortize such expenditures over a period of ten (10) years from the date of first commercial production.
- 17.4 Companies (Lessee) shall be required to pay royalty to the Government (Lessor) for offshore areas at the rate of ten percent (10%) of the well-head value of Crude Oil and Natural Gas. In case of an onshore area, Companies shall be required to pay to the State Government(s) (Lessor) at the rate of twelve point five zero percent (12.5%) of the well-head value of Crude Oil and ten percent (10%) of the well-head value of Natural Gas. In case of an offshore area falling beyond four hundred (400) metre isobath, the rate of royalty payable by Companies (Lessee) to the Government (Lessor) shall be at the rate of five percent (5%) of the well-head value of Crude Oil and Natural Gas for the first seven years from the date of commencement of Commercial Production in the Field. The valuation of Crude Oil and Natural Gas shall be as per the Article 19 and Article 21 respectively. The royalty amount due to Government/State Government(s) shall be payable latest by the end of the succeeding Month.

## **ARTICLE-18**

### **DOMESTIC SUPPLY, SALE, DISPOSAL AND EXPORT OF CRUDE OIL AND CONDENSATE**

- 18.4 No later than sixty (60) days prior to the commencement of production in a Field, and thereafter no less than sixty (60) days before the commencement of each Year, the Contractor shall cause to be prepared and submitted to the Parties a production forecast setting out the total quantity of Crude Oil that it estimates can be produced from a Field during the succeeding Year, based on a maximum efficient rate of recovery of Crude Oil from that Field in accordance with modern oilfield and petroleum industry practices. No later than thirty (30) days prior to the commencement of each Quarter, the Contractor shall inform its estimate of production for the succeeding Quarter and shall endeavour to produce the forecast quantity for each Quarter.



## **ARTICLE-19**

### **VALUATION OF PETROLEUM**

- 19.2 A price for Crude Oil shall be determined for each Month or such other period as the Parties may agree (hereinafter referred to as "the Delivery Period") in terms of United States Dollars per Barrel, on import parity basis (with marine freight being determined on the basis of nearest port to the Contract Area) for Crude Oil produced and sold or otherwise disposed of from Contract Area, for each Delivery Period, in accordance with the appropriate basis for that type of sale or disposal specified below. Subject to the provisions of this Article 19, it is clearly understood that the actual prices invoiced by the Company(ies) for the sales will form the basis for the purposes of cost recovery, Profit Petroleum sharing and payment of royalty as provided in the Articles 15, 16 and 17 respectively. The basis of valuation given in this Article for the purpose of Article 15, 16 and 17 shall apply only where Government is of the view that sale prices realised by the Company(ies) are not consistent with the price realisable at Arms Length Sales.
- 19.3.1 Each Company constituting the Contractor shall separately submit to the designated nominee of the Government, within fifteen (15) days of the end of each Delivery Period, a report containing the actual prices invoiced in their respective Arms Length Sales for any Crude Oil. Such reports shall distinguish between term sales and spot sales and itemize volumes, customers, prices received and credit terms, and a Company shall allow the designated nominee(s) of the Government to examine the relevant sales contracts.
- 19.4 For the purpose of determining price at Arms Length Sales, the price of the Crude Oil at which sale takes place will generally be based on per Barrel of one or more crude oils which, at the time of calculation, are being freely and actively traded in the international market and are similar in characteristics and quality to the Crude Oil in respect of which the price is being determined, selling price to be ascertained from Platt's Crude Oil Market Wire daily publication ("Platt's"), or the spot market for the same crude oils ascertained in the same manner, whichever price more truly reflects the current value of such crude oils. For any Delivery Period in which sales take place, the price shall be the arithmetic average price per Barrel determined by calculating the average for such Delivery Period of the mean of the high and low FOB prices for each day of the crude oils selected for comparison adjusted for differences in the Crude Oil and the crude oils being compared for quality, transportation costs, delivery time, quantity, payment terms and other contract terms to the extent known and other relevant factors. In the event that Platt's ceases to be published or is not published for a period of thirty (30) consecutive days, the Parties shall agree on an alternative daily publication. The Contractor shall make available all the data pertaining to pricing of Crude to enable Government to decide that the proposed sale price by the Contractor/each constituents of the Contractor reflects a fair market price for the Crude.
- 19.6 In the event that the Parties fail to reach agreement on any matter concerning selection of the crude oils for comparison, the calculation, the basis of, or mechanism for the calculation of the prices, the prices arrived at, the adjustment of any price or generally about the manner in which the prices are determined according to the provisions of this Article within thirty (30) days, or such longer period as may be mutually agreed between the Parties, from the date of commencement of Commercial Production or the end of

each Delivery Period thereafter, any Party may refer the matter or matters in issue for final determination by a sole expert or arbitrator appointed as provided in Article 33.

19.6.1 If the matter is referred to the sole expert, within ten (10) days of the said appointment, the Parties shall provide the expert with all information they deem necessary or as the expert may reasonably require.

19.6.2 Within fifteen (15) days from the date of his appointment, the expert shall report to the Parties on the issue(s) referred to him for determination, applying the criteria or mechanism set forth herein and indicate his decision thereon to be applicable for the relevant Delivery Period for Crude Oil and such decision shall be accepted as final and binding by the Parties.

## ARTICLE-21

### NATURAL GAS

21.4.1 In the event that a Discovery of Crude Oil contains ANG, the Contractor shall declare in the proposal for the declaration of the said Discovery as a Commercial Discovery as specified in Article 10, whether (and by what amount) the estimated production of ANG is anticipated to exceed the quantities of ANG which will be used in accordance with Article 21.2 (such excess being hereinafter referred to as "the Excess ANG"). In such an event the Contractor shall indicate whether, on the basis of the available data and information, it has reasonable grounds for believing that the Excess ANG could be commercially exploited in accordance with the terms of this Contract along with the Commercial Production of the Crude Oil from the Contract Area, and whether the Contractor intends to so exploit the Excess ANG.

#### 21.5 Non Associated Natural Gas (NANG)

21.5.1 In the event of a Discovery of NANG in the Contract Area, the Contractor shall promptly report such Discovery to the Management Committee and the Government and the provisions of Articles 10.1 and 10.2 shall apply. The remaining provisions of Article 10 would apply to the Discovery and development of NANG only insofar as they are not inconsistent with the provisions of this Article. Notwithstanding the provisions of Article 3, the Contractor shall be entitled to retain the Discovery Area subject to the provisions of this Article 21.

21.5.2 If, pursuant to Article 10.1, the Contractor gives notification that the Discovery is of potential commercial interest, the Contractor shall submit to the Management Committee, within one (1) year from the date of notification of the above said Discovery, the proposed Appraisal Programme, including a Work Programme and Budget to carry out an adequate and effective appraisal of such Discovery, to determine (i) without delay, whether such Discovery is a Commercial Discovery and (ii) with reasonable precision, the boundaries of the area to be delineated as the Development Area. Such proposed Appraisal Programme shall be supported by all relevant data such as Well data, Contractor's best estimate of reserve range and production potential, and shall indicate the date of commencement of the proposed Appraisal Programme.

21.5.3 The proposed Appraisal Programme together with the Work Programme and Budget referred to in Article 21.5.2 shall be reviewed by the Management Committee within sixty (60) days of its submission by the Contractor. The Management Committee shall offer its comments within the said period. The said Appraisal Programme together with the Work Programme and Budget submitted by the Contractor as revised or modified or amended in light of the Management Committee review and advice, shall be adopted as the Appraisal Programme and the Contractor shall promptly proceed with implementation of the said Programme.

21.5.4 If on the basis of the results of the Appraisal Programme, the Contractor is of the opinion that NANG has been discovered in commercial quantities, it shall submit to the

Management Committee as soon as practicable but not later than three (3) years from the date of notification of the aforementioned Discovery, a proposal for the declaration of the Discovery as a Commercial Discovery. Such proposal shall take into account the Government's policies on Gas utilization and propose alternative options, if any for use or consumption of the NANG and be accompanied by a report on the Discovery supported by, inter alia, technical and economic data, evaluations, interpretations and analyses of such data and feasibility studies relating to the Discovery prepared by or on behalf of the Contractor, and other relevant information. If no proposal is submitted to the Management Committee by the Contractor within three (3) years from the said Discovery, the Contractor shall relinquish its rights to develop such Discovery and the area relating to such Discovery shall be excluded from the Contract Area.

- 21.5.5 Where the Contractor has submitted a proposal for the declaration of a Discovery as a Commercial Discovery, the Management Committee shall consider the proposal of the Contractor with reference to commercial utilization or commercial development of the NANG in the domestic market or elsewhere and in the context of Government's policy on Gas utilization and the chain of activities required to bring the NANG from the Delivery Point to potential consumers in the domestic market or elsewhere. The Management Committee may, within eighty five (85) days of the submission of the said proposal, request the Contractor to submit any additional information on the Discovery, the anticipated markets or any other related matter that may reasonably be required to facilitate a review. The Contractor shall submit the required information within thirty (30) days of the request by the Management Committee. The Management Committee will advise the Contractor of its review within one hundred and thirty five (135) days from the submission of proposal or within fifty five (55) days from the receipt of additional information, as the case may be, on the proposal made by the Contractor to declare the Discovery as a Commercial Discovery.
- 21.5.6 If the Contractor declares the Discovery a Commercial Discovery after taking into account the advice of the Management Committee as referred to in the Article 21.5.5, the Contractor shall, within one (1) year of the declaration of the Discovery as a Commercial Discovery, submit a development plan for the development of the Discovery to the Management Committee for approval. Such plan shall be supported by all relevant information including, inter alia, the information required in Article 10.7.
- 21.5.7 Unless otherwise agreed by the Management Committee, it shall consider the proposed development plan and give their approval within one hundred and sixty five (165) days of submission thereof or eighty five (85) days from the receipt of the clarifications/additional information from the Contractor. Any clarification/additional information required by the Management Committee shall be asked for within eighty five (85) days of receipt of the proposal from the Contractor. The Contractor shall provide such additional information within thirty (30) days from the receipt of request by the Management Committee. If the Management Committee fails to convey its decision within one hundred and sixty five (165) days from the submission of the development plan or eighty five (85) days from the receipt of the clarifications/additional information, whichever is later, the Contractor may submit the development plan for the approval of the Government. Also, where, the Management Committee rejects the development plan of the Contractor, the Contractor can submit the development plan for the approval of the Government.

- 21.5.8 Where the development plan is submitted to the Government for approval pursuant to Article 21.5.7, the Government shall convey its decision within one hundred and fifteen (115) days from the date of receipt of the proposal from the Contractor. Government, where it considers necessary, may ask clarifications/additional information from the Contractor within eighty five (85) days and shall convey its decision within fifty five (55) days from the date of receipt of such clarifications/additional information.
- 21.5.9 If the Government has failed to approve or disapproves the Contractor's proposed development plan, within one hundred and fifteen (115) days from receipt or within fifty five (55) days from the receipt of clarifications/ information from the Contractor as mentioned in the Article 21.5.8, the Government shall advise the Contractor, in writing, of the reasons for such failure or disapproval and the Government and the Contractor shall meet to discuss the said development plan and the reasons for the said failure to approve or disapproval, and use their best efforts to agree on appropriate modifications thereto to meet the Government's concerns or objections. Thereafter, the Contractor shall have the right to resubmit, within eighty five (85) days of communication from the Government, the proposed development plan duly amended to meet the Government's concerns. Such right of resubmission of the proposed development plan shall be exercisable by the Contractor only once. The Government will respond to the re-submitted plan within one hundred and fifteen (115) days. If no such plan is submitted to the Government within the above specified period, the Contractor shall relinquish its right to develop such Gas Discovery and such Discovery shall be excluded from the Contract Area.
- 21.5.11 The Contractor will have a two (2) years period, from the date of approval of the Development Plan by the Management Committee or Government, to tie-up the market(s) for sale of Non-associated Natural Gas.
- 21.5.12 In the event the Contractor does not commence development of such Discovery within ten (10) years from the date of the first Discovery Well, the Contractor shall relinquish its right to develop such Discovery and the area relating to such Discovery shall be excluded from the Contract Area.

## **ARTICLE-23**

### **LOCAL GOODS AND SERVICES**

23.3 Within sixty (60) days after the end of each Year, the Contractor shall provide the Government with a report outlining its achievements in utilising Indian resources during that Year in accordance with Section 10 of Appendix C to this Contract.

## **ARTICLE-25**

### **RECORDS, REPORTS, ACCOUNTS AND AUDIT**

- 25.3 The Contractor shall submit to the Government regular Statements and reports relating to Petroleum Operations as provided in Appendix-C.
- 25.4.3 The Contractor shall submit the audited accounts to the Management Committee for approval within sixty (60) days from the end of the Year. The Management Committee shall consider and approve the auditor's report within thirty (30) days after the submission of such report.

## ARTICLE-26

### INFORMATION, DATA, CONFIDENTIALITY, INSPECTION AND SECURITY

26.3 The Contractor shall keep the Government currently advised of all developments taking place during the course of Petroleum Operations and shall furnish the Government with full and accurate information and progress reports relating to Petroleum Operations (on a daily, Monthly, Yearly or other periodic basis) as Government may reasonably require, provided that this obligation shall not extend to proprietary technology. The Contractor shall meet with the Government at a mutually convenient location in India to present the results of all geological and geophysical work carried out as well as the results of all engineering and drilling operations as soon as such Data becomes available to the Contractor.

26.8 Where an area ceases to be part of the Contract Area, the Contractor shall hand over all the originals and copies of the Data and information with respect to that part to the Government within a period of one (1) year from the date of relinquishment or surrender. The Contractor shall, however, be allowed to retain one copy of the Data in its possession for its own use, where required, and shall not use the Data for sale or any other purposes. Subject to the provisions of this Article, the Contractor shall keep all Data/information confidential.

**(Explanatory Note:** Pursuant to this Article 26, and notwithstanding any provision in the Contract to the contrary the Government shall have the right to disclose and freely use all data and information at its sole discretion except for data of proprietary nature such as interpretation report to any party on or after three (3) years from acquisition of such data in order to promote exploration and production activities in the country. For any relinquished areas the Government shall have right to disclose and freely use all the data immediately after such relinquishment.)

26.9 The Government shall, at all reasonable times, through duly authorised representatives, be entitled to observe Petroleum Operations and to inspect all assets, books, records, reports, accounts, contracts, samples and Data kept by the Contractor or the Operator in respect of Petroleum Operations in the Contract Area, provided, however, that the Contractor shall not be required to disclose any proprietary technology. The duly authorised representatives shall be given reasonable assistance by the Contractor for such functions and the Contractor shall afford such representatives reasonable use of all facilities and privileges afforded to its own personnel in the field including the use of office space and housing for a period not exceeding thirty (30) mandays in a Year and thereafter at the cost of Government. The said representatives shall be entitled to make a reasonable number of surveys, measurements, drawings, tests and copies of documents, take samples, and make reasonable use of the equipment and instruments of the Contractor provided that such functions shall not unduly interfere with the Contractor's Petroleum Operations.



## **ARTICLE-28**

### **ASSIGNMENT OF PARTICIPATING INTEREST**

- 28.6 In the event that the Government does not give its prior written consent or does not respond to a request for assignment or transfer by a Party comprising the Contractor within one hundred and twenty (120) days of such request and receipt of all information referred to in Article 28.3 above, consent shall be deemed to have been given by the Government.

## **ARTICLE-29**

### **GUARANTEES**

- 29.1 Each of the Companies constituting the Contractor shall procure and deliver to the Government within thirty (30) days from the Effective Date of this Contract:
- (a) an irrevocable, unconditional bank guarantee from a reputed bank of good standing in India, acceptable to the Government, in favour of the Government, for the amount specified in Article 29.3 and valid for four (4) years, in a form provided at Appendix-G;
  - (b) financial and performance guarantee in favour of the Government from a Parent Company acceptable to the Government, in the form and substance set out in Appendix-E1, or, where there is no such Parent Company, the financial and performance guarantee from the Company itself in the form and substance set out in Appendix-E2;
  - (c) a legal opinion from its legal advisors, in a form satisfactory to the Government, to the effect that the aforesaid guarantees have been duly signed and delivered on behalf of the guarantors with due authority and is legally valid and enforceable and binding upon them;
- 29.2 If the Contractor elects to retain the Contract Area during the Subsequent Exploration Period by committing to drill Exploration Wells after completing the Minimum Work Programme, under Article 3.4 (a), each of the Companies constituting the Contractor shall procure and deliver to the Government before the expiry of the Initial Exploration Period an irrevocable, unconditional bank guarantee from a reputed bank of good standing in India, acceptable to the Government, in favour of the Government, for the amount specified in Article 29.3 and valid for the Subsequent Exploration Period opted by the Contractor, in a form provided at Appendix-G.
- 29.3
- (b) after the completion and due performance of the Minimum Work Programme including Mandatory Work Programme or committed Work Programme during Initial Exploration Period or the Subsequent Exploration Period, as the case may be, the guarantee will be released in favour of the Company on presentation to the bank of a certificate from the Government that the obligation of the Contractor has been fulfilled and the guarantee may be released. Such certificate shall be provided within thirty (30) days from the completion of the said Work Programme and fulfilment of obligations under the Contract to the satisfaction of the Government.
- 29.5 If any of the documents referred to in Article 29.1 is not delivered within the period specified herein, this Contract may be terminated by the Government upon ninety (90) days written notice of its intention to do so.

## **ARTICLE-30**

### **TERM AND TERMINATION OF THE CONTRACT**

- 30.1 The term of this Contract shall be for the period of the License and any Lease granted thereunder, unless the Contract is terminated earlier in accordance with its terms, and shall be deemed to have been terminated, if for any reason, the Contractor ceases to hold such License or Lease.
- 30.2 Subject to the provision of Articles 5, 14 and 30.6 and without prejudice to the provisions of Article 30.7 or any other provisions of this Contract, the Contractor shall have the right to terminate this Contract:
- (a) with respect to any part of the Contract Area other than a Development Area then producing, or that prior thereto had produced Petroleum, upon giving ninety (90) days written notice of its intention to do so; and
  - (b) with respect to any Development Area in which Petroleum is being produced, or that prior thereto had produced Petroleum, upon giving at least one hundred and eighty (180) days written notice of its intention to do so.
- 30.3 This Contract may, subject to the provisions herein below and Article 31, be terminated by the Government upon giving ninety (90) days written notice with reasons to the other Parties of its intention to do so in the following circumstances, namely, that the Contractor or a Party comprising the Contractor ("the Defaulting Party")
- 30.4 This Contract may also be terminated by the Government on giving the requisite notice specified above if the events specified in Article 30.3 (c) and (d) occur with respect to a company which has given a performance guarantee pursuant to Article 29 subject however to Article 30.5.
- 30.5 If the circumstance or circumstances that give rise to the right of termination under Article 30.3(f) or (g) or (i) or Article 30.4 are remedied (whether by the Defaulting Company or by another Party or Parties in its behalf) within the ninety (90) day period, or such extended period as may be granted by the Government, following the notice of the Government's intention to terminate the Contract as aforesaid, such termination shall not become effective.
- 30.6 On termination of this Contract, for any reason whatsoever, the rights and obligations of the Contractor shall cease but such termination shall not affect any rights of any Party which may have accrued or any obligations undertaken or incurred including obligations under Article 5.7, by the Contractor or any Party comprising the Contractor and not discharged prior to the date of termination.
- 30.7 In the event of termination pursuant to Articles 30.2, 30.3 or 30.4:
- (a) the Government may require the Contractor, for a period not exceeding one eighty (180) days from the date of termination, to continue, for the account and at the cost of the Government, Crude Oil or Natural Gas production activities until the right to continue such production has been transferred to another entity;

- 30.8 Within ninety (90) days after the termination of this Contract, pursuant to Article 30.2, 30.3, or 30.4, or such longer period as the Government may agree, the Contractor shall comply with Article 14.9 and any reasonably necessary action as directed by the Government to avoid Environmental Damage or hazards to human life or to the property of others.

## **ARTICLE-31**

### **FORCE MAJEURE**

- 31.3 Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than seven (7) days after the occurrence of the event of Force Majeure, notify the Management Committee in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.
- 31.6 Where a Party is prevented from exercising any rights or performing any obligations under this Contract due to Force Majeure, the time for the performance of the obligations affected thereby and for performance of any obligation or the exercise of any right dependent thereon, and the term of any Exploration Phase of the Exploration Period or this Contract, may be extended to the extent of Force Majeure period or by such period as may be agreed by the Management Committee.
- 31.7 Notwithstanding anything contained herein above, if an event of Force Majeure occurs and is likely to continue for a period in excess of thirty (30) days, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances.

## **ARTICLE-33**

### **SOLE EXPERT, CONCILIATION AND ARBITRATION**

- 33.2 Matters which, by the terms of this Contract, the Parties have agreed to refer to a sole expert and any other matter which the Parties may agree to so refer, may be referred to a sole expert who shall be an independent and impartial person of international standing with relevant qualifications and experience, appointed by a written agreement between the Parties and who shall not, by virtue of nationality, personal connection or commercial interest, have a conflict between his/her own interest and his/her duty as a sole expert. In the event that the Parties fail or are unable to agree on a sole expert within thirty (30) days or such longer period as may be mutually agreed by Parties, the sole expert shall be appointed by a body or an institution or an agency or a person, mutually agreed by Parties. In case, there is no agreement on the body or an institution or an agency or a person for appointing sole expert or such institution or agency or body fails to appoint a sole expert within thirty (30) days or such longer period as may be mutually agreed by Parties, the matter shall be referred to arbitration. Any sole expert appointed shall be acting as an expert and not as an arbitrator and the decision of the sole expert on matters referred to him/her shall be final and binding on the Parties and shall not be subject to arbitration.
- 33.3 Subject to the provisions of this Contract, the Parties hereby agree that any controversy, difference, disagreement or claim for damages, compensation or otherwise (hereinafter in this Clause referred to as a "dispute") arising between the Parties, which cannot be settled amicably within ninety (90) days after the dispute arises, may (except for those referred to in Article 33.2, which may be referred to a sole expert) be submitted to conciliation or an arbitral tribunal for final decision as hereinafter provided.
- 33.5 Any Party may, after appointing an arbitrator, request the other Party(ies) in writing to appoint the second arbitrator. If such other Party fails to appoint an arbitrator within thirty (30) days of receipt of the written request to do so, such arbitrator may, at the request of the first Party, be appointed in accordance with Arbitration and Conciliation Act, 1996.
- 33.6 If the two arbitrators appointed by or on behalf of the Parties fail to agree on the appointment of the third arbitrator within thirty (30) days of the appointment of the second arbitrator and if the Parties do not otherwise agree, at the request of either Party, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996.
- 33.8 The decision of the arbitral tribunal shall be pronounced within four (4) months unless otherwise extended by the Parties, and, in case of difference among the arbitrators the decision of the majority shall be final and binding on the Parties.
- 33.11 Prior to submitting a dispute to arbitration, the Parties may by mutual agreement submit the matter for conciliation in accordance with Part III of the Arbitration and Conciliation Act, 1996. No arbitration proceedings shall be instituted while conciliation proceedings are pending provided that a Party may initiate arbitration proceedings in the event that dispute has not been resolved by conciliation within sixty(60) days of the date of agreement by the Parties to submit such dispute to conciliation.

## **ARTICLE-37**

### **NOTICES**

- 37.2 Notices when given in terms of Article 37.1 shall be effective when delivered if offered at the address of the other Parties as under Article 37.1 during business hours on working days and, if received outside business hours, on the next following working day.

Clause Number	Specification in the Tender	Bidder's Response	Does the product meet this specification? (Yes/ No)	Reference to relevant section in the technical documentation/OEM Website, wherever applicable
3	Scope of Work			
3.1	Design of System Architecture to be done by successful bidder			
3.2	Supply and Installation of OMEB System at specified locations of Oil India premises managing the NELP / HELP Blocks to be done by successful bidder			
3.3	System to be configured to generate various reports in graphical or other required formats.			
3.4	<p>The successful bidder has to install the software in 1 Virtual Machine (in VMWareESxi environment) provided by OIL with following configurations :</p> <p>CPU : 8 vCPU Maximum RAM : 16 GB Maximum Storage : 2 TB will be provided</p> <p>Note : In order to install the vm, OIL needs to procure 4 Nos of Windows Server 2016 Standard (For 16 Core) Licenses. The successful bidder has to supply the same as a part of this project(Price bid line item No 5) in the name of Oil India Limited.</p>			
3.5	The OMEB software must be web enabled i.e., the user should be able to access the application through all popular web browser from anywhere in the globe. The system must be hosted on web through 2048 bit SSL Certificate(From globally accepted certifying			



	authorities) and same needs to be supplied and installed by the successful bidder. The supplied 2048 bit SSL Certificate must be valid for four(4) years from the date of commissioning of the solution. Vendor must arrange for periodic renewal of the certificates and their configuration as and when required during the period of four years from the date of commissioning at no extra cost to OIL.			
3.6	SOFTWARE			
3.6.1	The OMEB software will be supplied by the vendor.			
3.6.2	The installation & configuration of the OMEB software (as well as any other associated software such as Database, etc) will be carried out by the vendor.			
3.7	INSTALLATION & COMMISSIONING			
	The vendor must install the supplied software suite in the hardware (VM) that will be provided by OIL. Commissioning certificate will be issued by OIL in accordance to the successful completion of the following activities as well as customization by the vendor followed by formal acceptance by functional group(E&D Group of OIL, Delhi):			
3.7.1	Supply of software			
3.7.2	Installation of software			
3.7.3	Configuration of software			
3.7.4	Creation of different types of users including Administrative users and assignment of authorizations to them.			
3.7.5	Overall testing of the functionalities of the software.			
3.7.6	Establishment of backup procedure and schedule so that the system can be recovered at the last functioning date in case of system failure and data			

	corruption			
3.8	TIME-FRAME			
3.8.1	Delivery of software: Must be delivered within 45 days from the date of issue of P.O.			
3.8.2	Installation, configuration and commissioning for software : Installation, configuration and commissioning for software shall be completed within 45 days of intimation by OIL.			
3.9	TECHNICAL SPECIFICATIONS OF THE OMEB SOFTWARE:			
3.9.1.	Platform: System should be compatible in the Microsoft Windows 2012 standard server and Microsoft Windows Server 2016 standard server edition..			
3.9.2	Functionalities:			
3.9.2.1	Collaborative Software: System should be collaboration software so as to combine all of a user's communication needs into a unified package, hence enabling multiple users to stay connected and work together on projects from any location on nearly any device.			
3.9.2.2	Gantt chart Scheduling: The system must have Gantt chart scheduling features.			
3.9.2.3	The OMEB software should have a feature so as to track and store electronic documents and/or images of paper documents.			
3.9.2.4	Resource Management: The OMEB Application should be capable of providing resource Management features so as to			

	enable the greatest ease of adoption and use.			
3.9.2.5	The following functions should be supported by the software:			
3.9.2.5.1	Entry of various Project Details like name of the project, board sanction date, original date of completion, latest approved completion date, actual/anticipated completion date, number of extensions made, Milestones, original approved cost, latest approved cost, etc.			
3.9.2.5.2	Creation of project dashboard with various Project Details like name of the project, bidding parameters including pre-bid analysis, PSC/RSC signing dates, consortium details with participating interest (PI) of each partner, original date of completion, latest approved completion date, actual/anticipated completion date, number of extensions made, Milestones, original approved cost, latest approved cost, etc.			
3.9.2.5.3	Creation of project schedule (L3 & L4 schedule) - Bar chart with weighted percentage - Data to be created in software as well as should have feature for import from excel/csv file with typical graphical representation			
3.9.2.5.4	Entry of Daily progress report, weekly progress report, monthly progress report as per various standard formats with option for import from other excel/ pdf formats.			
3.9.2.5.5	Representation of Project physical progress with milestone achievement v/s backlog			
3.9.2.5.6	Creation/upload of project S Curve with details like planned weekly/monthly progress v/s actual progress			

	and cumulative details representing the entire project span			
3.9.2.5.7	Template for entering project financial data like original approved cost, latest approved cost, budget, spent, annual expenditure, cumulative expenditure, cash calls accounting to JV partners and finally calculation of project financial progress.			
3.9.2.5.8	Generation of various reports as per requirement of OIL corporate office, MOPNG, DGH- The reports should be generated based on data inputs to be provided/made under serial no.3.9.2.5.1 to 3.9.2.5.8 indicating both physical progress with breakup of various activities, financial progress, milestone achievement v/s backlog, catch-up plan etc.			
3.9.2.6	Email Integration: to be integrated with OIL's Microsoft Exchange email for alerts on upcoming schedules related to projects.			
3.9.2.7	Project Management Feature: The OMEB Application should have following minimum project management features: a) Baseline b) Critical path method c) Events d)Financial			
3.9.2.8	An indicative <b>Work flow map for a typical exploration Project is shown in Attachment I.</b>			
3.9.2.9	Compliance mapping feature:  OMEB should have feature for Project-wise Compliance mapping along-with risk classification into high, medium & low risk and schedule time-line of all			

	<p>the statutory regulations and obligations to be complied with arising out of the PSCs, RSCs &amp; JOAs, Policies and Legislations of Central and State. Certain compliances and obligations which may be dependent on specific events are also to be included in the Compliance mapping.</p> <p>An indicative Timelines Compliance for a NELP block is shown in <b><i>Attachment II (a &amp; b)</i></b>.</p> <p>The system should be robust enough to suit the requirement of OIL. It should be so configured that every provision of the approved Compliance as per PSC/RSC with risk classification and schedule timeline can be mapped Project-wise for concerned process owners, supervising authority, Corporate Management and system administrators. Provisions for auto-scheduling compliances and obligations which are dependent on specific events have to be there when the occurrence of the particular event is updated in the automated tool.</p> <p>The system should be able to self-generate a series of alert messages (through e-mail) at specified frequency over a time-period with respect to each ensuing regulation and obligation to the process owners and also the supervising authority.</p> <p>The self-generated messages should be configured in a way that they are delivered to the mail box of the concerned personnel over the OIL Intranet.</p> <p>The system should have the provision for updating information on accomplishment of compliances and</p>			
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	<p>obligations alongwith facility for uploading documentation by the process owners as also for rescheduling timeline of compliances and obligations by the process owners and administrators with reasons thereof.</p> <p>The system should be able to self-generate the following reports when queried for at the process owner level, supervising authority level, Corporate Management level and the system administrator level for effective tracking, monitoring and managing the compliances and obligations:</p> <ul style="list-style-type: none"> <li>▪ Ensuing compliances and obligations within specific time.</li> <li>▪ Compliances and obligations met within schedule.</li> <li>▪ Re-scheduled compliances and obligations with reasons thereof and indicated timeline.</li> </ul> <p>Compliances and obligations not met with reasons thereof if any.</p>			
3.9.2.10.	System should have provision for scheduling any other task by the process owners and the administrators other than the identified activities/compliances and obligations at their own discretion.			
3.10	FUNCTIONAL REQUIREMENTS OF THE PROJECT MANAGMENT SOFTWARE			
3.10.1	Data Management :			
3.10.1.1.	Ability to create, view, changes, and delete projects and associated project data.			
3.10.1.2	Ability to enter annotative comments and appending			

	documents, images and links for project documentation.			
3.10.1.3	Ability to accommodate a large number of projects.			
3.10.1.4	Ability to import/export data from existing systems and databases (e.g., planning,financial systems).			
3.10.1.5	Ability to provide data completeness/error checks and data warnings.			
3.10.1.6	Ability to allow multiple portfolios and portfolio hierarchies (parent-child links).			
3.10.1.7	Ability to search, filter and sort project and portfolio data.			
3.10.1.8	Ability to archive project and portfolio data.			
3.10.1.9	Ability to conduct statistical analysis of historical data (e.g., trend analysis).			
3.10.1.10	Ability to provide dashboard views plus ability to drill down.			
3.10.1.11	Ability to allow users to configure/customize/format views, graphs, and reports.			
3.10.1.12	Ability to provide document management (document storage, read, save-as, check-in,check-out, version control, history, etc.).			
3.10.2	Security/User Management			
3.10.2.1	Ability to accommodate all the licensed users.			
3.10.2.2	Ability to provide controlled access and change privileges.			
3.10.3	Project Evaluation			
3.10.3.1	Ability to provide project evaluation metrics.			
3.10.3.2	Ability to support customizable/user-defined metrics.			
3.10.3.3	Ability to address non-financial project benefits (e.g., impacts on corporate image,service quality, learning, safety, etc.).			

3.10.4	Project Planning			
3.10.4.1	Ability to support work plan development (e.g., via templates).			
3.10.4.2	Ability to control plan creation, modification and deletion.			
3.10.4.3	Ability to provide plan storage.			
3.10.4.4	Ability to provide project baseline tracking, version control, audit trail and plan history.			
3.10.4.5	Ability to link multi-level project and task plans.			
3.10.4.6	Ability to compute total project costs (e.g., via labor hours, rates, materials and other expenses).			
3.10.4.7	Ability to define project-specific phases, gating processes and milestones.			
3.10.4.8	Ability to support timing and scheduling (e.g., via Gantt charts and Pert charts).			
3.10.5	Communication/Collaboration			
	Ability to support mass communication and notification (e.g., via a home page bulletin board, mass emails, etc.).			
3.10.5.1	Ability to provide targeted communications and notifications (e.g., selective, rule-based notifications via email).			
3.10.5.2	Ability to support real-time group communication (e.g., on-line chats, discussion forums, instant messaging).			
3.10.5.3	Ability to support real-time group communication (e.g., on-line chats, discussion forums, instant messaging).			
3.10.6	Project Monitoring/Status Reporting			
3.10.6.1	Ability to manually/auto load and selectively change			



	project data (start/end dates, etc.).			
3.10.6.2	Ability to capture, compute and report real-time actuals (e.g., costs, effort, schedule status)			
3.10.6.3	Ability to aggregate cost, effort and schedule data across projects (e.g., Gantt data rollup)			
3.10.6.4	Ability to calculate performance ratios manually or automatically at specified points in time or at project milestones.			
3.10.6.5	Ability to provide dashboard view of status of all projects with ability to drill down.			
3.10.6.6	Ability to compute/display estimates of remaining work (hours to completion, percent of work completed, end-date forecasting, etc.)			
3.10.6.7	Ability to provide comparison of actual vs. planned progress with variance analysis, alerts and rule-based notification.			
3.10.6.8	Ability to provide project reporting/forecasting according to government contracting requirements (e.g., earned value analysis).			
3.10.6.9	Ability to support risk monitoring and on-going multi-project risk management.			
3.10.6.10	Ability to use project status and project forecasts to update financial budget forecasts.			
3.10.6.11	Ability to capture and transmit project costs, expenses, commitments, etc., for accounting.			
3.10.7	Resource Management			
3.10.7.1	Ability to capture all people resource categories and allow segmentation based on geography, organizational unit, resource pool, etc.			

3.10.7.2	Ability to capture information for characterizing individual resources (e.g., skills, certifications, education, rates, interests).			
3.10.7.3	Ability to provides dashboard view with drill down to individual resource availability (e.g., by time, skill, location, assignments).			
3.10.7.4	Ability to track evolution and development of Individual resources (e.g., experiences,skill growth).			
3.10.7.5	Ability to include non-human resources (normal, consumable, perishable) for nonhuman resource management.			
3.10.7.6	Ability to support resource queries (e.g., chargeable/non-chargeable hours).			
3.10.7.7	Ability to provide automat rule-based routing of updates regarding individual resources(e.g., change in availability, rate).			
3.10.7.8	Ability to supports obtaining time-to-complete estimates directly from Individuals (which may provide more accurate availability estimates).			
3.10.7.9	Ability to specify resource demand categories (e.g. projects, organization units, applications).			
3.10.7.10	Ability to support a formal resource request system (preparation of requests, aggregate views by demand categories and over time, etc.).			
3.10.7.11	Ability to schedule requests based on priority, date, contribution or other criteria.			
3.10.7.8	Ability to conduct statistical analysis of requests (e.g., trend analysis of request			

	types,response times, escalations).			
3.10.7.9	Ability to support top-down resource assignment (e.g., provides search and sort based on role, skill, location).			
3.10.7.10	Ability to support bottom-up resource assignment (e.g., by allowing individuals to review and select from availability assignments).			
3.10.7.11	Ability to support time-phased resource booking to projects (by manually loading resource assignments).			
3.10.7.12	Ability to support resource booking to organizational requests (for subsequent assignment to projects).			
3.10.7.13	Ability to include operational and administrative resource assignment (in addition to project resource assignment).			
3.10.7.14	Ability to provide automated resource assignment (based on availability and user defined criteria).			
3.10.7.15	Ability to assign and schedule resources.			
3.10.7.16	Ability to view resource assignments by Individual and project.			
3.10.7.17	Ability to manually change to resource assignments for individual projects after project initiation.			
3.10.7.18	Ability to support approval processes for the assignment of resources.			
3.10.7.19	Ability to synchronize availability schedules with personal calendars (to Incorporate non- project commitments, planned absences).			
3.10.7.20	Ability to support non-human resource allocation			

	management.			
3.10.7.21	Ability to summarize utilization levels by resource category and over time.			
3.10.7.22	Ability to compare resource supply-demand by resource category and identify gaps, bottlenecks, and over-allocated resources.			
3.10.8	Time Tracking			
3.10.8.1	Ability to export project data to time sheet systems (e.g., ability to load time sheet with employee allocated activities).			
3.10.8.2	Ability to provide employee time reporting.			
3.10.9	User Assistance			
3.10.9.1	Ability to provide online help (e.g. online help documentation, on-line tutorials).			
3.11	OTHERS :			
3.11.1	To understand the exploration, development and production operations of Oil India Limited (OIL) in the New Exploration Licensing Policy (NELP) regime & the Hydrocarbon Exploration Licensing Policy (HELP) Regime, the Successful bidder will study the various Production Sharing Contracts (PSCs), Revenue Sharing Contracts (RSCs) and Joint Operating Agreements (JOAs) of the Blocks to be made available by OIL. The Successful bidder will have to make themselves conversant with the various Central and State Government laws and the provisions therein referred to in the PSCs and JOAs.			
3.11.2	To understand the Business Context and the provisions of the PSCs, RSCs and JOAs, the Successful bidder may be required to meet key personnel of Directorate General of Hydrocarbon at Noida and few			

	concerned Ministries of Government of India at New Delhi. The Core Team of OIL will facilitate and accompany representatives of Successful bidder during such visits.			
3.11.3	Client side software, if any, must be supplied, installed and configured by the vendor.			
3.11.4	Any patches or version upgrades of the supplied software must be supplied and installed by the vendor during the warranty and AMC period at no extra cost to OIL.			
3.11.5	Any third-party software, if necessary, to perform any of the aforementioned jobs has to be supplied, installed and configured by the vendor at no extra cost to OIL.			
3.11.6	After successful installation and commissioning of the solution, the vendor is required to carry out knowledge sharing as well as sharing of all configuration-related documents and details for backup and recovery with the customer.			
4	CUSTOM DEVELOPMENT :			
	Apart from the standard edition of the project management software for OMEB, bidder is also required to carry out custom development on following areas:			
4.1	Report design as per the requirements of the E&D Directorate.			
4.2	Data capture from other system via Excel or CSV file format			
4.3	Minor configuration change within the system to fit to the requirements of Oil India Ltd. This does not include any new process that is not			

	defined in the scope of work.			
4.4	A Maximum of 30 customize templates will have to be implemented by the bidder as per report and data entry formats to be provided by OIL after placement of LOA and and expiry of warranty period.			
5	SPECIAL TERMS & CONDITIONS			
5.1	License shall be for 25 (Twenty five) users including Annual Technical Support (Software update and Product support) for 1(one) year.			
5.2	License must be issued in the name of "OIL INDIA LIMITED".			
5.3	Package should include setting up of an Application Server with license for 25 (Twenty Five) users.			
5.4	The supplied Software should be of Latest version as on the date of supply.			
5.5	Bidder should ensure fine tuning of the setup as required during Onsite Installation & Implementation for Application server.			
5.6	The software is to be installed at OIL E&D Directorate Office Delhi			
5.7	Additional License: OIL may procure additional licenses from the bidder in the event of an order. Bidder shall confirm in their bid to supply additional licenses at the same quoted price upto one year from the date of placement of order.			
6.	TRAINING			
6.1	Training shall be provided at the following location - - Oil India E&D Directorate Office, Delhi - OIL's Field Head Quarters in Duliajan, Assam - OIL's Rajasthan Project Office in Jodhpur, Rajasthan - OIL's Office at Kakinada, Andhra Pradesh			

6.2	<p>Training scope shall include but not limited to the following:</p> <ul style="list-style-type: none"> <li>a) Understanding OMEB data</li> <li>b) Creating a project</li> <li>c) Creating a work breakdown structure</li> <li>d) Adding activities</li> <li>e) Using activity views</li> <li>f) Creating relationships</li> <li>g) Scheduling a project</li> <li>h) Assigning constraints</li> <li>i) Assigning roles and resources</li> <li>j) Calendars, base lining the project plan</li> <li>k) Executing the project plan</li> <li>l) Analysing the updated project</li> <li>m) High level resource planning</li> <li>n) Managing allocation</li> <li>o) Advance scheduling</li> <li>p) Administrator Training</li> </ul>			
6.3	<p>The bidder is required to provide training and support programme as follows:</p> <ul style="list-style-type: none"> <li>a) Minimum 3 days of training programme in Oil India E&amp;D Directorate Office, Delhi before deployment to the site</li> <li>b) Provide onsite (for at least 7 days) Technical Support and handholding in OIL India E&amp;D Directorate Office, Delhi. This job can be considered as a part of the training and to be conducted after deployment of the system.</li> <li>c) Conduct the training and support-handholding programme in OIL's offices in Duliajan, Jodhpur and Kakinada after installation of the software for at least</li> </ul>			

	5 days in each location. d) Project Management Software must also be supplied with reference manuals, installation and performance guide etc. complete in all respects.			
7	AMC			
7.1	After the completion of one year warranty of the software, bidder is required to provide Annual Maintenance Support for another three years as per the payment terms mentioned in –price bid format. Same shall be considered for evaluation.			
7.2	All inherent bug resolution,patches,updates and necessary upgrades should be covered (at no extra cost to OIL) under AMC and should be resolved. For any critical failure of the system, support team from vendor must be available on site on shorter notice (Notice of maximum 48Hours).			
8	Payment Terms:Payment shall be released as under -			
8.1.	100% against completion of Project - supply of Software with valid licences and completion of configuration, installation & commissioning, customization and training for the whole system and user acceptance.Final Commissioning Certificate will be issued by OIL's E&D Group only after completion of all the activities listed above.			
8.2	AMC will be paid on annual basis after successful completion of each year.			
9	Warranty			
9.1	Minimum 1 (One) year comprehensive onsite warranty for all supplied software. Warranty will start after successful installation and commissioning of the software and user acceptance.			



9.2	Successful bidder shall have to supply and install all the upgrades released for the supplied software applications during the warranty period.			
9.3	Any software problem shall have to be rectified within 48 hours of reporting the call, else penalty will be levied as per Penalty clause in this document.			
10.	Penalty Terms : In case of default by the vendor, penalty will be imposed as follows:			
10.1	In case of delay in installation and commissioning of the system liquidated damage(LD) will be applicable as per terms and conditions mentioned in the tender document.			
10.2	During Warranty or AMC Period, in case of delay beyond seven (7) days of reporting the problem, the tenure of the Warranty or AMC will be extended by the corresponding number of days at no extra cost to OIL.			
11. General Terms and Conditions:				
11.1	OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable.			
11.2	The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.			

Annexure -A(For BRC)

Sample authorization letter from OEM  
(To be typed on the letterhead of the OEM)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Manager(C&P)  
Oil India Limited,  
5th Floor,NBCC Centre,Okhla Phase-I,Delhi-110020

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

We hereby authorize M/s \_\_\_\_\_ to quote and provide onsite warranty support for the above tender, on our behalf.

Yours faithfully,  
For (name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

**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.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing TWO Purchase orders as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

**Response Sheet****Annexure-FFF**

Tender No.
Bidders Name

**Bidders Response Sheet**

Sl No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing two Purchase orders as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

**NOTE:** Please fill up the greyed cells only.

(\*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

**I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.**

Office Seal

.....  
Signature of Vendor

**Counter Signed by Banker:  
Seal of Bank:**

**Enclosure: Self attested photocopies of the following documents-**

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.



**OIL INDIA LIMITED**  
(A Government of India Enterprises)

**OIL'S BOOKLET REF.**

**MM/LOCAL/E-01/2005**

**For**

**E-Procurement of Indigenous Tenders**

**(Revised on May 2016)**

# INSTRUCTIONS TO BIDDERS

## GENERAL TERMS AND CONDITIONS

Bidders are requested to note the Amendment to General Terms and Conditions for E- PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) included vide ANNEXURE - I.

### **1.0 ELIGIBILITY TO BID:**

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

### **1.3 SALE OF TENDER DOCUMENTS TO FIRMS WITH WHOM BUSINESS HAS BEEN BANNED / SUSPENDED:**

Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s). (Amendment)

### **2.0 TRANSFERABILITY OF BID DOCUMENTS**

- 2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

### **3.0 TENDER FEE**

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee through OIL PAYMENT GATEWAY.

In case of e-tender, tender fee shall be payable through online payment gateway only. The vendor will have to pay the requisite tender fees till the tender sale end date and time mentioned in the NIT. (Amendment)



### 3.3 **EXEMPTION OF TENDER FEE :**

- 3.3.1 Micro and Small Enterprises (MSEs) 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 will be exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Such bidders should provide documentary evidence along with the bid submitted in case of physical tenders. Their bid will be considered provided the correct and valid documentary evidence is provided. The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee. (Amendment)
- 3.3.2 Bidders who intend to claim exemption from payment of the Tender Fee, should submit their request to the Tender Inviting Officer (contact e-mail address provided in the RFX parameters of the subject e-tender) with documentary evidence atleast 7 (seven) days prior to the last date of submission of bids, so that the exemption from payment of the Tender Fee is provided in the e-portal to that particular Bidder. (Amendment)

### 3.4 **CANCELLATION OF TENDER - REFUND OF TENDER FEE**

The tender fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be refunded, refund of the same shall be made to the bank account No. /card used for making payment towards purchase of tender documents. (Amendment)

### 4.0 **COST OF BIDDING:**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following **Annexures** (contained in booklet No: MM/LOCAL/E-01/2005)

**Annexure I : Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).**

**Annexure IA : Bid Submission proforma**

**Annexure II : Price Schedule Proforma**

**Annexure III : Proforma of Exceptions/Deviations**

**Annexure IV : Check List**

**Annexure V : Proforma of Bidder's past supplies**

**Annexure VI : Proforma of Authorisation Letter for Attending Tender Opening**

**Annexure VII : Proforma of Bid Security**

**Annexure VIII : Proforma of Performance Security.**

**Annexure IX : Declaration Certificate**

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

## **5.0 AMENDMENT TO BIDDING DOCUMENTS**

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s).

Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated. (Amendment)

- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

## **6.0 CONTENTS OF OFFERS :**

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. 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 authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.

- 6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/LOCAL/E-01/2005 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately .
- 6.1.9. The bidders must quote the following prices/information:
- i) Firm unit Ex-Works price of the quoted items and Currency.
  - ii) Firm Packign and forwarding component stating the place of despatch.
  - iii) Firm Freight as required in the price schedule stating road/rail freight.
  - iv) Any other Price component as applicable to the Tender.
- 6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

### **6.3 EXCISE DUTY :**

- 6.3.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.
- 6.3.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.
- 6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
- 6.3.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.
- 6.3.5 Bidder should indicate the following in their offer:
- a) Address of the factory from where the goods will be despatched.
  - b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

#### **6.4 SALES TAX:**

- 6.4.1 In case of concessional CST @ 2 % ( or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.
- 6.4.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.
- 6.5 Taxes, Excise duty, if any, should be quoted separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

#### **6.6 OTHER TAXES & LEVIES :**

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (iii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

#### **6.7 STATUTORY VARIATION:**

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

#### **6.8 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):**

- 6.8.1 Whenever inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.
- 6.8.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.
- 6.8.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions

Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

**6.9 SAMPLES (When specifically called for in the tender):**

6.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating

- a) Bidder's name, address, contact Telephone No. & Email address
- b) Tender No. and Bid opening Date
- c) Product Name
- d) Item No. of the tender

6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

6.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

**6.10 TRAINING (When specifically called for in the tender):**

6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.

6.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.

6.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

**6.11 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):**

6.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.

- 6.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

#### **6.12 DISCOUNT:**

Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price. (Amendment)

#### **6.13 VARIATION IN QUANTITY AFTER INVITATION OF TENDER:**

In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 20%. The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder. (Amendment)

#### **6.14 TECHNICAL LITERATURE:**

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

#### **6.15 DELIVERY :**

Offer should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidder, it will be construed that the delivery quoted is as per delivery indicated in our tender and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter on intent/order by the successful bidder.

#### **6.16 VALIDITY OF BIDS:**

Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway. (Amendment)

##### **6.16.1 WITHDRAWAL OF OFFER BY BIDDER:**

The bidder, after submission of bid may withdraw their bid prior to bid closing date & time. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the bidder who has already submitted bid has right either to withdraw or revise his bids, without forfeiting the EMD. (Amendment)

After bid closing date in case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

#### **6.17 VAGUE AND INDEFINITE EXPRESSIONS:**

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of despatch", "Subject to availability of materials" etc. will not be considered.

#### **6.18 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:**

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

#### **6.19 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA):**

In case the Bidder does not accept the LOA/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

#### **7.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS :**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

#### **8.0 BID SECURITY:**

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

8.1 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 8.8.

8.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the bid document and shall be in any one of the following forms:

(a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted.

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the bidder.*

*The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.*

*Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.*

(b) Online direct deposit of Bid Security amount in OIL's bank account through e-procurement portal in case of e-tender.

(Note : In case of online submission of Bid Security by bidder, the amount will only be refunded only after adjusting bank charges if any. The bank charges will be to bidder's account. However, the return of Bid Security will be governed by the terms and conditions of the Bid Document.)

- 8.3 Any bid not accompanied by a proper Bid Security in Original secured in accordance with sub-clause 8.2 above shall be rejected outright by the Company as non-responsive without any further reference.
- 8.4 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.
- 8.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 8.6 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.
- 8.7 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Noida, UP.
- 8.8 The Bid Security shall be forfeited:
- i) If a bidder withdraws their Bid during the period of bid validity specified by the bidder or any extension thereof agreed to by the bidder, and/or
  - ii) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
    - a) Fails or refuses to accept the LOI/LOA/Order/Contract and/or
    - b) Fails or refuses to furnish Performance Security.
- and/or
- iii) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/Purchase order/Contract.
- 8.9 The scan copy of the original Bid Security in the form of Bank Guarantee shall be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by the bidder to Manager(C&P),E&D Directorate,OIL INDIA LTD,5th Floor,NBCC Centre,Plot No.2,Okhla Phase-I,New Delhi-110020 on or before 1400 hrs on the bid closing date specifically mentioned in the tender failing which the bid shall be rejected outright.



- 8.10 Unsuccessful Bidder's Bid Security will be returned within 30 days after finalization of the tender. However, in case of Two Bid tenders, Bid Security of the technically rejected bidders shall be returned after the priced bid opening of the acceptable bids.
- 8.11 Successful Bidder's Bid Security will be returned upon Bidder's furnishing the valid and proper Performance Security to OIL. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 9.3 & 9.4 below is furnished.
- 8.12 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 8.13 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years.
- 8.14 If it is found that a bidder has furnished fraudulent document/ information, the Bid Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.
- 8.15 In case a bidder does not accept the LOI/Purchase Order/LOA issued within the validity of their offer, the Bid Security(if applicable) shall be forfeited and the party shall be debarred for a period of 2 (two) years. (Amendment)

**8.16 EXEMPTION OF BID SECURITY:**

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with DGS&D and MSE units(and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.” (Amendment)

**9.0 PERFORMANCE SECURITY:**

**(NOTE :** This clause is applicable only in case of tenders wherever specifically mentioned.)

- 9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Annexure VIII) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

- 9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).
- 9.3 The Performance Security shall be denominated in Rupees and shall be in any one of the following forms :
- (a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted.  
Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.  
Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.
- (b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Noida, UP.  
(Note : In case of submission of Demand Draft/Cashier Cheque towards Performance Security by seller, OIL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.)
- 9.4 The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.
- 9.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.
- 9.6 The Performance Security will 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 Performance Security.
- 9.7 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.
- 9.8 Failure of the successful Bidder to comply with the requirements of clause 9.0 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 debarred for a period of 2(two) years from the date of default.

- 9.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.
- 9.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller/contractor's cost.
- 9.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced."

#### **10.0 DOCUMENTS COMPRISING THE BID:**

- 10.1 The bid prepared by the bidder shall comprise the following components, duly completed:
- a) Price schedule (Refer on-line) Price Schedule as applicable)
  - b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
  - c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
  - d) Bid Submission Proforma duly filled in (Refer Annexure I)
  - e) Exceptions/Deviations Form duly filled in (Refer Annexure III)
  - f) Check List duly filled in (Refer Annexure IV)
  - g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
  - h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
  - i) Bid Security, wherever required.
  - j) Confirmation about the Performance Security, wherever required
  - k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

## **11.0 SUBMISSION AND OPENING OF BIDS:**

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

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

12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.

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

## **13.0 CLARIFICATIONS OF BIDS :**

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

## **14.0 EXTENSION OF BID SUBMISSION DATE :**

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

## **15.0 LATE BIDS:**

Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

## **16.0 OPENING OF BIDS:**

- 16.1 The bid will be opened at 1300 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

## **17.0 COMPLIANCE WITH TENDER :**

- 17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.
- 17.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

## **17.3 CHECK LIST :**

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

## **18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

- 18.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or 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 (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action.

## **19.0 INSPECTION AND TEST :**

- 19.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved

agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.

- 19.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

## **20.0 PACKING :**

- 20.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 20.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

## **20.8 WEIGHT AND SIZE LIMITATION OF PACKAGES :**

Normal limiting dimensions and weights are as under :

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
Truck	5.185 Mtrs.	1.98 Mtrs.	1.98 Mtrs.	9 MT
Normal Trailer	10.98 Mtrs.	2.44 Mtrs.	2.44 Mtrs.	18 MT
Semi Low Bed Trailer	10.98 Mtrs.	3.05 Mtrs.	3.05 Mtrs.	20 MT
Low Bed Trailer	6.71 Mtrs.	3.05 Mtrs.	3.81 Mtrs.	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

## **21.0 DESPATCH :**

### **21.1 Road Despatch :**

21.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.

21.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

~~21.1.3 Bidders to note that OIL is presently having a road transportation contract for transportation of its goods from various places in India to Duliajan, Assam. Under the terms of the Contract, the transporter is required to lift the materials against any orders from the works of the suppliers if the gross weight of the consignment is more than 3 MT. However, if the gross weight of the consignment is less than 3 MT, it will be the responsibility of the supplier to deliver the goods to the office of the transporter located nearer to the supplier's works.~~

~~Bidders also to note that for small and sundry consignment having total gross weight less than 3 MT, the gross weight of each individual box should not exceed 300 KG for ease of handling.~~

~~Bidders to take note of the above while quoting their prices. Bidders however, to quote their own prices towards transportation of the goods from the point of despatch to Duliajan as asked for in tender for the purpose of evaluation of their bids. Bidders may contact OIL to know about the name of the contractor as well as its offices in the place of the bidder(s). Presently, M/s Western Carriers have been engaged by OIL as its transporter for carrying its goods to Duliajan.~~

~~OIL, however, reserves the right to transport the goods through its transporter. In the event OIL decides to transport the goods through its transporter, supplier must comply with the above instructions, wherever applicable and it will be obligatory on the part of the supplier to supply the goods complying to the norms specified. Any extra expenditure due to non-compliance of the above shall be to the account of the supplier.~~

## **21.2 Rail Despatch:**

~~In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.~~

## **21.3 Successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:**

### **a) Monday to Friday:**

~~Morning : 08.00 AM to 10.00 AM~~

~~Afternoon : 12.30 PM to 02.00 PM~~

### **b) Saturday:**

~~Morning : 08.00 AM to 10.00 AM~~

## **22.0 INSURANCE :**

22.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

## **23.0 PAYMENT TERMS:**

### **23.1 Payment terms where installation / commissioning and Training are not involved :**

Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing.

In certain cases, payment to the extent of 90% maximum of the value of the supply will be made against proof of despatch presented through Bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against despatch documents for suppliers having good track record with OIL and where 10% Performance Security is submitted in time and no installation/commissioning is involved.

### **23.2 Payment terms where installation /commissioning and Training are involved :**

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.



### 23.3 **Payment against Trial Orders :**

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

### 23.4 **Payment to third party :**

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

### 24.0 **BANKING CHARGES :**

All banking charges will be to the bidder's account.

### 25.0 **ADVANCE PAYMENT:**

25.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

25.2 Advance payment if 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 estimated by OIL on the basis of contractual delivery period.

25.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

25.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

### 26.0 **CONFIDENTIAL INFORMATION :**

26.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

## **27.0 PATENT AND OTHER RIGHTS :**

- 27.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.
- 27.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

## **28.0 INDEMNITY AND INSURANCE :**

- 28.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 28.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

## **29.0 ASSIGNMENT :**

- 29.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

## **30.0 WARRANTY / GUARANTEE :**

- 30.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

<b><u>NATURE OF ITEMS</u></b>	<b><u>PERIOD OF WARRANTY / GUARANTEE</u></b>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment

For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

### **31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :**

31.1 Time will be of the essence of the contract.

31.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

31.3 As an alternative to Clause No. 31.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 31.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

31.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at OIL, New Delhi inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

### **32.0 FORCE MAJEURE :**

32.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force

majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

- 32.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the said party completely impossible.

**33.0 DEFAULT :**

- 33.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

**34.0 TERMINATION :**

- 34.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

**35.0 APPLICABLE LAW :**

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

**36.0 ARBITRATION :**

- 36.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at New Delhi unless otherwise agreed by OIL
- 36.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

### **37.0 BID REJECTION CRITERIA :**

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 37.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.
- 37.2 Offers with inadequate validity will be rejected.
- 37.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.
- 37.11 To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.
- 37.12 Offer shall be rejected straightaway without seeking clarification in case the party refuses to sign Integrity Pact. (Amendment)

37.13 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:

- i. Guarantee of Material clause
- ii. Force Majeure Clause
- iii. Arbitration Clause
- iv. Acceptance of Jurisdiction and Applicable Law clause
- v. Liquidated damage and penalty clause
- vi. Integrity Pact clause
- vii. Delivery Period clause (Amendment)

### **38.0 BID EVALUATION CRITERIA :**

- 38.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.
- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and MSE etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 38.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

### **39.0 PURCHASE PREFERENCE :**

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

#### **40.0 COMPARISION OF OFFERS:**

- 40.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

**Amendment to General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005).**

**The following New Clause in General Terms and Conditions for E-PROCUREMENT LCB TENDERS (MM/LOCAL/E-01/2005) has been added:**

**Public Procurement Policy for Micro and Small Enterprises (MSEs)**

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1<sup>st</sup> April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

**2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods :**

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

**3.0 Benefits to Micro and Small Enterprises :**

- i) **Exemption from payment of Tender Fee :**



MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) **Exemption from submission of Earnest Money/Bid Security :**

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 **Documents Required to be submitted by MSEs :** Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

5.0 **Performance Security** : 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 however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 **Purchase Preference to Micro and Small Enterprises:**

**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 :**

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

\*\*\*

**BID SUBMISSION PROFORMA**

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and compiled with the “ Instructions to Bidders” at “Bid evaluation / Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

**(SIGNATURE OF BIDDER)**

ADDRESS :

DATED :

TELEPHONE NO :

FAX NO :

EMIAL ADDRESS :

**Note** : This form should be returned along with offer duly signed

**Price Schedule Proforma**

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

**PROFORMA EXCEPTION / DEVIATION****EXCEPTION / DEVIATION PERFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

**Signature of the Bidder**

**Name :**

**Seal of the company**

**CHECK LIST**

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

**TECHNICAL**

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

Yes ☐ No ☐

2.0 Whether the product quoted is IS / BIS approved and bears IS / BIS monogram ? (if applicable)

Yes ☐ No ☐ Not applicable ☐

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

Yes ☐ No ☐ Not applicable ☐

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

Yes ☐ No ☐ Not applicable ☐

5.0 Whether the materials being offered fully conform to the required technical specifications ?

Yes ☐ No ☐

6.0 If not, whether you have separately highlighted the deviation?

Yes ☐ No ☐

## **COMMERCIAL**

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐ Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

- (i) Name of the Bank
- (ii) Value
- (iii) Number
- (iv) Date of issue
- (v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

☐ Yes ☐ No ☐

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐



15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

☐ Yes ☐ No ☐

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

☐ Yes ☐ No ☐

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐ Yes ☐ No ☐ Not applicable ☐

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐ Yes ☐ No ☐

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐ Yes ☐ No ☐

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐ Yes ☐ No ☐

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

23.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

24.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref .. ..... Dated . .....

OIL's Tender No. .. ..... Signed ... ..

For & on behalf of ... .....Designation . .....

**ANNEXURE - V**

**PROFORMA IF BIDDER'S PAST SUPPLIES**

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

-----

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

Signature of the Bidder

\_\_\_\_\_

Name\_ \_\_\_\_\_

\_\_\_\_\_

Seal of the Company

\_\_\_\_\_

**ANNEXURE - VI**

**PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date

To,

OIL INDIA LIMITED  
E&D Directorate  
New Delhi-110020

Dear Sir,

Subject : **Tender No.**                      **due on**

For \_\_\_\_\_ Mr \_\_\_\_\_ has been authorised  
to be present at the time of opening of above tender due on \_\_\_\_\_ at \_\_\_\_\_ on  
my/our behalf.

Yours faithfully

Signature of Bidder

Name:  
Designation :  
For & on behalf of :

**Copy to:** Mr \_\_\_\_\_ for information and for production before the \_\_\_\_\_ (MM) \_\_\_\_\_ at the  
time of opening of bids.

**PERFORMA OF BID SECURITY**

Ref. No

Bank Guarantee No  
Dated

TO,  
OIL INDIA LIMITED  
E&D Directorate  
New Delhi-110020

Whereas ..... (herein after called 'the Bidder') has submitted their Bid No. ....dated.....against OIL INDIA LIMITED, NEW DELHI, INDIA (hereinafter called the purchaser)'s tender No. ....for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we..... Of having our registered office at..... ( hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the said Bank this .....day of.....

**THE CONDITIONS of this obligation are :**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
  - a) fails or refuses to accept the order ; or
  - b) fails or refuses to furnish the performance security
3. If the Bidder furnished fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including \_\_\_\_\_( *Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

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

**A.Issuing Bank**

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***

**PERFORMA OF PERFORMANCE SECURITY FORM**

Ref. No

Bank Guarantee No

Dated

TO, OIL INDIA LIMITED  
E&D Directorate  
New Delhi-110020

Whereas ..... (herein after called 'the Seller') has undertaken, in pursuance of Order No. .... dated. ....to supply .....(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish you a Bank guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the seller a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the seller, up to a total of .....( amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of. ....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The Guarantee is valid until the .....day of .....

**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 gurantors**

Date .....  
.....  
Witness

**DECLARATION CERTIFICATE  
BY  
THE THIRD PARTY INSPECTOR**

**TO WHOM IT MAY CONCERN**

This is to certify that following material and quantity offered to us for inspection by M/s ..... has been inspected by us as per the scope of inspection mentioned in OIL INDIA LIMITED'S Order No. .... Dated. .... and passed by us for despatch.

Materials :

Quantity Passed :

Certificate No. :  
Issued by us.

Date. ....

Seal

Signature of Third Party Inspector

Name:

Designation :

For & on behalf of :

**Tender No & Date : SLI6752P18 Dated 21.12.2017**

PRICE BID FORMAT PROJECT MANAGMENT SOFTWARE SYSTEM FOR ONLINE MANAGEMENT OF EXPLORATION BLOCKS(OMEB) FOR 25 USERS.

Sl No	Item Description	Quantity	Unit Price (INR)	Total Price(INR)	GST(%)	Total Price Including GST(INR)
1	Supply of Software (including 1 year of warranty) for online management of Exploration Blocks (No. of User is 25) with any other necessary software packages such as Database etc.	1				
2	Customization of the Software	1				
3	Installation and Commissioning of Item No. 1	1				
4	Training (To be Conducted at OIL's Office premise at Delhi, Jodhpur,Duliajan,Kakinada)	1				
5	Windows Server 2016 Std (16 Core)	4				
6	2048 bit SSL Certificate valid for at least 4 years from the day of commissioning of the solution	1				
7	AMC year 1 (To be started after One year post installation warranty)	1				
8	AMC year 2	1				
9	AMC year 3	1				
	Total					





## **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**Oil India Ltd (OIL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ . (hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Project**”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

“Confidential Information” shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

## **ARTICLE 2. CONFIDENTIALITY**

**2.1** The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

**2.2** Neither **OIL** nor \_\_\_\_\_ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

### **ARTICLE 3. EXCEPTIONS**

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

#### **ARTICLE 4. RETURN OF DOCUMENTS**

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

**5.1** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

**5.2** Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

**5.3** Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

**5.4** Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

**6.1** No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

**7.1** All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

**7.2** The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

**7.3** The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

#### **ARTICLE 8. DURATION**

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

#### **ARTICLE 9. COMPLETE AGREEMENT**

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)

supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

#### **ARTICLE 10. PUBLICATIONS**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **ARTICLE 11. REMEDIES**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on \_\_\_\_\_, at \_\_\_\_\_(Place)

**On behalf of OIL**

**On behalf of \_\_\_\_\_**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name:

Name:

Designation:

Designation: