



Report ID: GEM/GARPTS/06032024/Q0GWWN9L4UH4

Report Name: 'Engagement of consultant for venture into Critical and Rare Earth Minerals Domain'

Generated By: Jyoti Sarkar , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 06/03/2024

Valid till: 05/04/2024

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: consultant for critical and rare earth minerals

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.

Phone: 0120 –2419160, 2419148

Fax: 0120-2488310

E-mail: jyoti_sarkar@oilindia.in

Web Site: www.oil-india.com

NOTICE INVITING TENDER

Sub: IFB No. CQI5827L24 – ‘Engagement of consultant for Oil India Limited to venture into Critical and Rare Earth Minerals Domain’

The above tender has been issued to the following limited parties only:

1. KPMG ASSURANCE AND CONSULTING SERVICES LTD
2. DELOITTE TOUCHE TOHMATSU INDIA LLP
3. ERNST & YOUNG LLP
4. PRICEWATERHOUSE COOPERS PVT. LTD



Plot No. 19, Sector 16A, Noida – 201301, U.P.
Phone: 0120 –2419160, 2419148
Fax: 0120-2488310
E-mail: jyoti_sarkar@oilindia.in
Web Site: www.oil-india.com

FORWARDING LETTER

Sub: – IFB No. CQI5827L24 – ‘Engagement of consultant for Oil India Limited to venture into Critical and Rare Earth Minerals Domain’

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **LIMITED e-tender TENDER SINGLE-STAGE TWO BID SYSTEM** for **‘Engagement of consultant for Oil India Limited to venture into Critical and Rare Earth Minerals Domain’**

2.0 One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid against this tender on or before the scheduled bid closing date and time. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	: CQI5827L24
(ii)	Type of Bid	: Limited Indigenous e-Tender, Single-Stage Two-Bid System
(iii)	Bid Closing Date & Time	: As mentioned in OIL's e-Procurement Portal.
(iv)	Technical Bid Opening Date & Time	: As mentioned in OIL's e-Procurement Portal.
(v)	Price Bid Opening Date & Time	: Will be intimated only to the eligible / qualified Bidders nearer the time.
(vi)	Bid Submission Mode	: Bids must be uploaded online in OIL's e-Procurement Portal.
(vii)	Bid Opening Place	: Office of General Manager (BD) BD Department Oil India Limited Plot No. 19, Sector-16A Noida-201 301 Uttar Pradesh, India.
(viii)	Bid Validity	: Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date.

(ix)	Mobilization Period	:	15 (fifteen) days from the date of issue of LoA.
(x)	Bid Security/EMD Amount	:	NIL. However, bidders to submit a “Bid Security Declaration” as per Proforma-XV accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
(xi)	Amount of Performance Security	:	Nil
(xii)	Validity of Performance Security	:	Not Applicable
(xiii)	Location of job	:	OIL House, Plot No. 19, Sector-16A, Noida
(xiv)	Duration of the Contract	:	The duration of the contract shall be for a period of 2 (two) years
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	As per SCC
(xvi)	Integrity Pact	:	Applicable
(xvii)	Bids to be addressed to	:	General Manager (BD) BD Department Oil India Limited Plot No. 19, Sector-16A Noida-201 301 Uttar Pradesh, India.
(xviii)	Pre-Bid conference	:	Not Applicable.
(xix)	Last Date of receipt of Queries	:	Not Applicable.
(xx)	Whether tendered quantities are splittable	:	No
(xxi)	Purchase Preference	:	Purchase Preference for Micro and Small Enterprises (MSE) bidders as well as Purchase Preference Policy -Linked to Local Content (PPLC) are not applicable for this tender as bids will be evaluated on the basis of Quality & Cost Based Selection Methodology.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. ***"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm"***.
- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **"Class 3 with Organizations Name and Encryption Certificate"**, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly **authorized representative of the bidding company.**

- 3.4 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL's E-Tender portal:

- | | |
|----------------------|---------------|
| 1. e-Mudhra | 2. Safescrypt |
| 3. (n)Code Solutions | 4. Verasys |
| 5. Capricorn | 6. Pantasign |
| 7. RISL | 8. NSDL |

- 3.5 In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 10 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL's E-Tender portal.

- 3.6 For participation, applicants already having User ID & Password for OIL's E-procurement portal need to register against the IFB in OIL's E-procurement portal for participation.
- 3.7 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>.
- 3.8 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.9 No physical Bid documents will be provided.
- 3.10 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.
- 3.11 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).
- 4.0** The rates shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.
- 5.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- 6.0** Conditional bids are liable to be rejected at the discretion of the Company.

7.0 SPECIAL NOTE:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (BD), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

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

Any Other Document Required To Be Submitted In Original As Per Tender Requirement.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

- 8.0** The above documents must be received at OIL's GM (BD)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.
- 9.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.
- 10.0** The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.
- 11.0** In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.

12.0 INTEGRITY PACT:

- 12.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 12.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.
- 12.3 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail ID: rpawar61@hotmail.com & ramphal.pawar@ips.gov.in
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail ID: tmbhasin@gmail.com
 - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-Mail ID: ams057@gmail.com

13.0 Maintenance of Total bid value in the Response:

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

The screenshot shows the 'Create RFX Response' interface. At the top, there are buttons for 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below this, the RFX Response Number is 60038748 and the RFX Number is 0.00 INR. The RFX Owner is BHARALI. The form has tabs for 'RFX Information', 'Items', and 'Notes and Attachments'. Under 'RFX Information', there are sub-tabs for 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes a 'Currency' dropdown set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted in yellow. Three callouts provide instructions: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFX only' points to the Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value field.

14.0 The tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders shall submit both the **“TECHNICAL”** and **“PRICED”** bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e- Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **“Technical Attachments” Tab only**. **Details of prices as per Price Bid format/Priced bid must be uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.** No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected.

15.0 SCREEN SHOT:

Go to this Tab **“Notes and Attachments”** for Uploading **“Priced Bid”** files.

Go to this Tab **“Technical Attachments”** for Uploading **“Technical Bid”** files.

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

Notes:

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

16.0 BACKING OUT BY AWARDED BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the Awarded bidder ~~or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available on OIL’s website) of Company.~~

17.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL’s website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-VIII.**

18.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL’s Banning Policy dated 6th January, 2017 available in OIL’s website: www.oil-india.com.

19.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the

Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / contract.

20.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

20.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

20.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

20.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

20.4 The beneficial owner for the purpose of para 20.3 above will be as under:

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

Explanation:

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

shareholding or management rights or shareholders agreements or voting agreements;

- 20.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 20.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 20.4.4 Where no natural person is identified under (20.4.1) or (20.4.2) or (20.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 20.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 20.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 20.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 20.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 20.8 The bidders to provide an undertaking as per **Exhibit-II and Exhibit - III** along with their bid complying with Clause No. 20.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

Thanking you,

Yours faithfully,

Sd/-

Jyoti Sarkar

Senior Manager(Business Development)

OIL INDIA LIMITED

INSTRUCTIONS TO BIDDERS (ITB)**INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The Bid Security Declaration
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Eligibility and Bid Evaluation and Criteria : **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Schedule of Quantities and Scope of Work: **SECTION-V**
- f) Special Conditions of Contract: **SECTION-VI**
- g) BIDDING FORMAT -PRICE BID (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Integrity Pact: **SECTION-VIII**
- i) Technical Checklist: **SECTION-IX**
- j) Commercial check list: **SECTION - X**
- k) Annexures & Proformas

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area → Amendments". The company may, at its discretion, extend the deadline

for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFX" area under the tab "External Area Amendments"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the services offered as per tender requirement.
- (iii) Documentary evidence established in accordance with **BID ELIGIBILITY AND BID EVALUATION CRITERIA**.
- (iv) Statement of Non-Compliance (if any).
- (v) Declaration for Bid Security.
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

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

(i) Bidding Format

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

6.1 These are listed in **BID ELIGIBILITY AND BID EVALUATION CRITERIA** , SECTION-III of the Bid document.

7.0 BID SECURITY:

~~7.1 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 7.9.~~

~~7.2 All the bids (except those exempted) must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma VII or a Bank Draft/Bankers' cheque in favour of OIL and payable at NOIDA / DELHI from any schedule Indian Bank.~~

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

~~7.3 Alternatively, Bidders can submit Bid Security on line through OIL's electronic Payment Gateway.~~

~~7.4 Any bid not secured in accordance with sub clause 7.2 above shall be rejected by the Company as non responsive.~~

~~7.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.~~

~~7.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.~~

~~7.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 22.0 below is signed.~~

~~7.8 Bid Security shall not accrue any interest during its period of validity or extended validity.~~

~~7.9 The Bid Security may be forfeited:~~

- ~~i) If the bidder withdraws the bid within its original/extended validity.~~
- ~~ii) If the bidder modifies/revises their bid suo moto.~~
- ~~iii) If the bidder does not accept the order/contract.~~
- ~~iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.~~
- ~~v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.~~

~~7.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be dealt with as per OIL's Banning Policy.~~

~~7.11 A scanned copy of the original Bid Security in the form of either Bank Guarantee or Banker's Cheque or Bank Draft may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) shall be submitted by bidder to the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida 201 301, Uttar Pradesh on or before Bid Closing date and time.~~

~~7.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.~~

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 The Bid must be valid for 120 (One Hundred Twenty) days from date of bid Closing. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from date of bid closing.

8.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

9.0 FORMAT AND SIGNING OF BID:

9.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

10.0 SUBMISSION OF BIDS:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

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

10.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

10.4 Physical Bid/ E-mail/ Fax/Telephonic offers will not be accepted.

10.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

10.6 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

11.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

11.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" **on or before the bid closing date & time.** Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

12.0 LATE BIDS:

12.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

13.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re-submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

13.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

13.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit (if any) in full and debarred from participation in future tenders, at the sole discretion of the company.

14.0 EXTENSION OF BID SUBMISSION DATE:

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

15.0 BID OPENING AND EVALUATION:

15.1 The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or

their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical Attachments" of "RFx Information" Tab Page only.

15.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

15.3 Bids which have been withdrawn pursuant to Clause 13.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

15.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 15.3

15.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

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

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

16.0 OPENING OF PRICED BIDS:

16.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

16.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

16.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

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

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

18.0 CONTACTING THE COMPANY:

18.1 No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 15.5.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the Bid Eligibility And Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

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

21.0 NOTIFICATION OF AWARD:

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

22.0 SIGNING OF CONTRACT:

22.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

22.2 The successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

22.3 Failure of the successful bidders to comply with the conditions as specified in Para 22.2 above would render him liable for rejection and in turn forfeiture of Bid Security (if any) apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

24.0 SPECIFICATIONS:

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

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

*******End of ITB*******

BID ELIGIBILITY AND EVALUATION CRITERIA

1.0 GENERAL CONFORMITY:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as nonresponsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to Bid Eligibility and Bid Evaluation Criteria must be submitted along with the Un-Priced Techno-Commercial Bid.

2.0 BASIC ELIGIBILITY CRITERIA

2.1 The bidder should be a Company incorporated/registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008. (Registration certificate/certificate of Incorporation of business/certificate of commencement to be submitted along with technical bid).

In case, there is a merger/ de-merger / transfer of business/ re-structuring/ Name change of company/firm etc., bidder shall be required to submit relevant documentary evidence or submit a certificate from Statutory Auditor/Chartered Accountant in this respect.

2.2 The bidder shall deploy a team comprising of following personnel and meeting the minimum experience criteria as mentioned in the SCC of the bid document:

- Team Leader/Senior Consultant as Project Manager (PM): 01
- Consultants: 02

2.2.1 The above team shall be a Full Time Employee and on payroll of the company and not be on a contractual basis with the company. The above team needs to be reasonably supported by Firm Partner and Expert(s) with suitable expertise for efficient and high-quality delivery of assignments.

2.2.2 The minimum experience criteria as mentioned in SCC is reproduced as under:

- Project Manager:
 - a) Minimum of 10 years' experience
 - b) 7 years' experience in metals and mining sector
 - c) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred.
 - d) MBA from reputed management institutes such as IIM/ISB etc. are preferred.
- Consultant(s):

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- a) Minimum of 4 years' experience
- b) 2 years' experience in metals and mining sector
- c) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred.
- d) MBA from reputed management institutes such as IIM/ISB etc. are preferred.

- Mining Expert:

- a) Qualification of Graduate Degree in Mining/Geologist or similar discipline.
- b) Minimum of 7 years' experience in metals and mining sector.
- c) MBA from reputed management institutes such as IIM/ISB etc. are preferred.

2.2.3 Bidder shall submit documentary evidence in regard to completion of degree i.e copy of certificate from concerned institute on completion of degree. For proof of requisite experience, bidder shall submit CVs of the Team members including experts, certifying the tenure and nature of experience by the authorised signatory having the Power of Attorney of the bidder for submission of bid.

2.2.4 Bidder shall also submit an undertaking along with the bid certifying that the team of PM + 2 consultants are Full time employees and on payroll of the company and they are not on contractual basis with the company and that the bidder shall ensure deployment of same team personnel as provided during submission of the bid and shall ensure their continuous engagement with OIL for the entire period of engagement. Bidder also certifies in the undertaking that in case of any change/replacement due to unavoidable reasons, prior consent of OIL will be taken and that the experience of the new member shall meet the criteria as mentioned in the bid document.

2.3 The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

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

It is mandatory for them to meet the following at the bidding stage:

- a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection.
- b) The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format

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enclosed as **Proforma-XI**].

- c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

3.0 FINANCIAL CRITERIA

3.1 The Bidder should have minimum annual turnover of Rs. 10 Crores (Rupees Ten Crores only) in any one of the preceding 3 (three) financial years considered from the original bid closing date.

3.2 Net Worth of the bidder should be positive for the preceding financial/accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

3.3 For proof of Annual turnover and Net Worth, copies of the following documents should be submitted along with the bid:

a) Audited Balance Sheet and Profit and Loss account.

OR

b) Certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), as per format prescribed in **Proforma-XII**

3.4 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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial

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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 undertaking in support of the same along with their technical bid as per **Proforma-IX**, certifying that the balance sheet/Financial Statements for the financial year (as the case may be) have not been audited so far.

3.5 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

4.0 COMMERCIAL CRITERIA

- 4.1** The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately in their respective fields in E-portal. The unpriced Techno-commercial Bid is to be uploaded in “Technical RFx Response” Tab and Priced Bid is to be uploaded in the “Notes & Attachments” Tab. Only the Priced Bid uploaded in the “Notes & Attachments” Tab should contain the quoted price. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 4.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.3** Bid received with validity of offer less than 120 (One Hundred Twenty) days from Original Bid Closing Date will be rejected.
- 4.4** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION-VIII/INTEGRITY PACT**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 4.5** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.6** The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited

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bids will not be considered and will be straightway rejected.

- 4.7** Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 4.8** Any Bid containing false statement will be rejected and actions shall be taken by Company as per Bid Document.
- 4.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" attached under "Notes and Attachments" Tab in the main bidding engine of OIL's e-Tender portal; otherwise the Bid will be summarily rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under the "Technical Attachment" Tab only.
- 4.10** Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 4.11** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
- (i) Firm price
 - (ii) ~~EMD/Bid Security/Bid Bond~~/Bid Security Declaration
 - (iii) Period of validity of Bid
 - (iv) Price Schedule
 - (v) ~~Performance Bank Guarantee / Security deposit~~
 - (vi) Delivery / Completion Schedule
 - (vii) Scope of work
 - (viii) Guarantee of material / work
 - (ix) Liquidated Damages clause
 - (x) Tax liabilities
 - (xi) Arbitration / Resolution of Dispute Clause
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Specifications
 - (xv) Integrity Pact
- 4.12** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.
- 4.13** Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in

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any capacity, are currently put on holiday list/banning list by OIL debaring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

5.0 BID EVALUATION CRITERIA

5.1 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. The bids conforming to the terms and conditions stipulated in the tender documents are considered to be responsive after being subjected to the Basic Eligibility Criteria and Financial Criteria mentioned above under clause 2.0 and 3.0 respectively and will be considered for further evaluation as per the Quality and Cost Based Selection Criteria (QCBS) given herein.

5.2 Quality and Cost Based Selection Criteria (QCBS)

5.2.1 Bids shall be evaluated both in terms of **Quality** as well as **Quoted Price** i.e. Quality and Cost Based Selection (**QCBS**) methodology. The weightage for Quality is 70 and the weightage for the Quoted price is 30 (70% for technical evaluation and 30% for financial evaluation).

5.2.2 Technical Proposal Evaluation (Quality):

5.2.2.1 The technical marks allocated against various subsections under Quality of bid shall be as under and the same shall be considered for Bid Evaluation.

Item No.	Technical Evaluation Parameter	Marks
(A)	<u>Firm Experience</u>	40
(i)	Number of Consultancy assignments undertaken in India or outside India related to Strategy / Market assessment / Feasibility assessment / Bid advisory support / Transaction advisory / Project management / Business Development/ Digital & IT/ Technology, in the last 7 years, preceding the date of original bid closing of this tender, and assignment value greater than Rs. 5 Crore (incl of taxes). Up to 3 Projects = 5 marks 4-7 projects = 10 marks 8-11 projects = 15 marks 12 or more projects = 20 marks <i>Provide input as per Table-1</i>	20
(ii)	Number of Consultancy assignments in mining/metal sector in India, in the last 7 years, preceding the date of original bid closing of this tender, and assignment value greater than Rs. 60 lakh (incl of taxes).	10

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Item No.	Technical Evaluation Parameter		Marks
	Upto 2 Projects = 3 marks 3-5 projects = 7 marks 6 or more projects = 10 marks <i>Provide input as per Table-2</i>		
(iii)	Number of consultancy assignments undertaken in India or outside India in the Critical and Rare Earth Minerals sector in the last 7 years, preceding the date of original bid closing of this tender, and assignment value greater than Rs. 30 lakh (incl of taxes). Upto 2 Projects = 3 marks 3-4 projects = 7 marks 5 or more projects = 10 marks <i>Provide input as per Table- 3</i>		10
(B)	Team Experience		30
(i)	Experience of Project Manager <i>Provide input as per Table-4</i>		
	Minimum 15 years overall experience	2.5	10
	Minimum 10 years experience in metals and mining sector	2	
	Minimum 5 consulting assignments completed in last 7 years in critical and rare earth minerals.	3	
	Personal Interview/Interaction for assessment of the candidate	2.5	
(ii)	Experience of Consultant (For 2 nos) <i>Provide input as per Table-5</i>		
	Minimum 5 years overall experience 1 marks for each consultant	2	10
	Minimum 3 years experience in metals and mining sector 1.5 marks for each consultant	3	
	Personal Interview/Interaction for assessment of the candidate 2.5 marks for each consultant	5	
(iii)	Experience of Mining Expert <i>Provide input as per Table-6</i>		
	Minimum 12 years overall experience	2.5	10
	Minimum 10 years experience in metals and mining sector	2	
	Minimum 10 consulting assignments completed in last 7 years in critical and rare earth minerals.	3	
	Personal Interview/Interaction for assessment of the candidate	2.5	

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Item No.	Technical Evaluation Parameter	Marks
(C)	<u>Business Presentation</u>	30
	Presentation to be made by the proposed team of the bidder for the subject assignment. The Consultant shall present their understanding on the objectives and aspirations of OIL and accordingly demonstrate their approach and methodology. Apart from the above, Consultant shall also include other information/areas/strengths/ capabilities etc. that consultant feel pertinent for the subject assignment.	30

- 5.2.2.2 Bidders are required to fill up data against criteria given in item no. (A) and (B) above in specific formats given in Tables from Table 1 to Table 6 below of the bid document. Additional rows may be used as per requirement.
- 5.2.2.3 In case, the submitted experience documents are not in the name of bidder due to merger/ de-merger / transfer of business/ re-structuring/ Name change of company/firm etc., bidder shall be required to submit relevant documentary evidence in this respect.
- 5.2.2.4 For the purpose of experience given under item no. (B)-(iii), Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity/parent entity mentioning that the bidding entity would be able to draw resources/expertise from parent/sister entity as and when required to fulfil their commitments.
- 5.2.2.5 Documentary evidence for Item no. (A) (Firm Experience):
- (i) Completion Certificate issued by the Client Organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, value, validity period etc.
- (or)
- Copy of Contract/Purchase order along with the payment certificate/ evidence of payments made against the contract/purchase order.
- (ii) Project/Assignment references mentioned above under item no. (A) (Firm Experience) to be mutually exclusive. Multiple phases/parts of the assignment in a single contract will be considered as a single assignment and shall be evaluated accordingly.
- (iii) In case, the bidder cites reasons of Non-Disclosure Agreement (NDA)/Confidentiality Agreement (CA), for its inability to submit above documents in support of meeting the experience or could not disclose the name of the client and other details:

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- a) Bidder to submit the details of the assignment, value, period, brief description of client (without disclosing their names), amongst others, in the format (Table-1/2/3). This document to be certified (signed and sealed) by Bidder's Head of India Operations/CEO/CFO/authorized signatory having the Power of Attorney and also countersigned and sealed by Independent 3rd party auditor/ Statutory auditor/ Chartered Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm).
 - b) The line items in each Table (1/2/3) are also to be mutually exclusive. Multiple phases/parts of the assignment in a single contract will be considered as a single assignment and shall be evaluated accordingly.
 - c) Further to the documents given in para (iii) above, bidder shall also submit an undertaking/declaration that the bidding company is not in a position to submit the required documents owing to the NDA/CA and that the Project/Assignment references mentioned under item no. (A) (Firm Experience) in each of the Table-1, 2 & 3 are mutually exclusive. The declaration also to be endorsed by Independent 3rd party auditor/ Statutory auditor/ Chartered Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm).
- a) Documentary evidence for Item no. (B) (Team Experience):
- (i) Bidder to submit copy of certificate from concerned institute on completion of degree.
 - (ii) Bidder should submit the CVs of the Consultant's team members and experts certifying the tenure, nature of experience and consulting assignments undertaken. The CV to be signed by the individual concerned and authorized signatory having the Power of Attorney. Specific reference also to be made clearly in the CV on the consulting assignments in Offshore.
 - (iii) Bidder to submit undertaking / declaration as mentioned in para 2.2.4 above.
- b) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria. All Certificates and documentary evidences should be in the English language.
 - c) Oil India Limited (OIL) reserves the right to verify the original documents of the bidder, contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

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- d) In case, bidder does not submit documentary evidence citing NDA/CA, OIL at its discretion, may advise bidder to produce documents of some or all of the assignment(s) at its office for verification/clarification. Bidder shall oblige to the request and produce the necessary documents for verification of OIL. In case of non-production of documents within the given timeline, the subject assignments would not be considered for evaluation. It will be the responsibility of the Bidder to take up the matter with concerned Client(s) and arrange for the production of the document as desired by OIL.

5.2.3 Financial Proposal (Cost):

The price bids of Techno-commercially qualified bidders shall be opened and the total price inclusive of taxes shall be considered for purpose of Bid Evaluation.

5.2.4 Inter-se ranking of the qualified bids/ Final Evaluation:

- a) The technical bid with the highest technical mark (Tm) shall be given technical score (St) of 100 points. The technical scores of other bids will be computed as follows:

$$St = 100 * T / Tm$$

Where T is the technical mark of individual bidder

- b) The total price, Cm quoted by the lowest bidder, shall be given commercial score (Sf) of 100 points. The commercial scores of other bidders will be computed as follows:

$$Sf = 100 * Cm / C$$

Where C is the total quoted price of the individual bidder

- c) The total score shall be obtained by weighting the combined Technical and Commercial (Price) scores mentioned above and adding them, as follows:

$$S = St * 0.7 + Sf * 0.3$$

Where S = total evaluated score of individual bidder

St = Technical score as obtained from (a) above

Sf = Commercial (Price) score as obtained from (b) above

- 5.2.5** The bid with the **highest Evaluated Bid Score (S)** will be considered as successful L1 bidder as per QCBS methodology mentioned above and recommended for award of contract.

- 5.2.6** Scores will be calculated up to two decimal points only. In the event of two or more bids having the same highest Evaluated Bid Score (S), the bid scoring the higher marks against Quality criteria will be recommended for award of contract.

- 5.2.7** In case of two or more bids having the same Highest evaluated bid score (S) and same Marks against Quality Criteria, then the successful bidder shall be decided through draw of lots amongst the concerned parties.

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6.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.

7.0 GENERAL

7.1 In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will be accepted in the clauses covered under BEC.

7.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

7.3 If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.

7.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s), otherwise Bids shall be rejected.

7.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.6 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.

7.7 The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.

7.8 Price Bids of only techno-commercially qualified bidders will be evaluated in terms of Quality as well as Quoted Price i.e. by using Quality & Cost Based Selection (QCBS) methodology.

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

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- 7.10** 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.
- 7.11** Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be successful, OIL shall avail such discount at the time of award of contract.
- 7.12** Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to the techno-commercially qualified L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 8.0** **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.
- 9.0** **CHECKLIST FOR BEC-BRC:** Enclosed as TECHNICAL EVALUATION SHEET (**SECTION- IX**) and COMMERCIAL CHECK-LIST (**SECTION- X**). To be submitted along with the technical bid.

TABLE-1

Name of Consulting entity	Relationship with bidder	Client Details with Ph no., Email etc.	Validity period (Start/End)	Contract/ Purchase order no. with date	Type/nature of jobs (Strategy/BD etc., India/Global)	Contract Value (In Rs. Crs)	Assignment Description

TABLE-2

Name of Consulting entity	Relationship with bidder	Client Details with Ph no., Email etc.	Validity period (Start/End)	Contract/ Purchase order no. with date	Type/nature of jobs (Mining/Metal sector, in India)	Contract Value (In Rs. Crs)	Assignment Description

TABLE-3

Name of Consulting entity	Relationship with bidder	Client Details with Ph no., Email etc.	Validity period (Start/End)	Contract/ Purchase order no. with date	Type/nature of jobs (Critical/Rare earth Minerals, India/Global)	Contract Value (In Rs. Crs)	Assignment Description

TABLE - 4

Project Manager name:	
Designation:	
Years of Experience with bidding entity:	
Qualification & Institute:	
Total Overall experience (*Years with period wise breakup wherever applicable):	
Total experience in Metal/Mining Sector (*Years with period wise breakup wherever applicable):	

* For Ex: 20XX-20XX: A Firm (9 months), 20YY-20YY: B Firm (5 years) etc.

Project Manager Name	Consulting Firm/Entity	Client Details with Ph no., Email etc.	Type/nature of jobs (Critical/Rare earth Minerals)	Assignment Description	Contract Value (In Rs. Crs)	Validity period (Start/End)

TABLE - 5

Consultant name:	
Designation:	
Years of Experience with bidding entity:	
Qualification & Institute:	
Total Overall experience (*Years with period wise breakup wherever applicable):	
Total experience in Metal/Mining Sector (*Years with period wise breakup wherever applicable):	

* For Ex: 20XX-20XX: A Firm (9 months), 20YY-20YY: B Firm (5 years) etc.

TABLE - 6

Expert(s) name:	
Current Designation:	
Qualification(s) & Institute(s):	
Total overall experience (*Years with period wise breakup wherever applicable):	
Total experience in Metal/Mining Sector (*Years with period wise breakup wherever applicable):	

* For Ex: 20XX-20XX: A Firm (9 months), 20YY-20YY: B Firm (5 years) etc.

Expert Name	Client Details with Ph no., Email etc.	Type/nature of jobs (Critical/Rare earth Minerals)	Assignment Description	Contract Value (In Rs. Crs)	Validity period (Start/End)

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.
- 4.0 CONTRACT TIMELINE:**
- 4.1** Effective Date of Contract: The contract shall become effective as on the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.
- 4.2 Date of Commencement of Operation:**
- The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.
- 4.3 Duration of the contract:**
- The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].
- 5.0 SCOPE OF WORK / CONTRACT:**
- Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.
- 6.0 GENERAL OBLIGATION OF CONTRACTOR:**
- CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:
- 6.1** Perform the work described in the Terms of Reference / Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

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

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

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the

performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 PERFORMANCE SECURITY:

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

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

OR

b. Any scheduled bank in India or from International bank which has its

branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR / service provider.

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

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

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

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

In the event CONTRACTOR fails to honour any of the commitments entered into

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

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

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

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR

shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s)

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

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

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

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

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

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

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

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

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

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

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for

procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

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

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

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

14.0 INSURANCE:

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

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

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

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

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and / Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of

work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0** **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other

CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 28.0** **PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

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

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

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

concerning contractual workers.

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD.

Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

If however, relative obligation of the party affected by such 'Force Majeure' is

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

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

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938,

- Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
 - iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
 - iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
 - v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
 - vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
 - vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
 - viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
 - ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
 - x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
 - xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the

closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax

amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's OIL's Banning Policy revised dated 17.03.2023 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3) It is agreed and undertaken by the Parties that irrespective of country of

origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

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

5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the

expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach

thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided

in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the

event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy revised dated 17.03.2023 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

*******End of GCC*******

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: 'Engagement of consultant for Oil India Limited to venture into Critical and Rare Earth Minerals Domain'

Item No.	Description of Services	UOM	Estimated Quantity
	MODULE 1		
10	Prioritization of critical minerals opportunity and formulation of business model/strategy	Activity Unit (AU)	1
	MODULE 2		
20	Assistance for participation in mineral auctions and program management support. Shortlisting of Mineral Blocks (Price for each auction, ie, one activity unit)	Activity Unit (AU)	3
30	Assistance for participation in mineral auctions and program management support. Assessment of Shortlisted Blocks (Price for each block)	EACH	30
40	Assistance for participation in mineral auctions and program management support. Bid Process Management for final selected blocks (Price for each block)	EACH	12
	PER DIEM RATES		
50	Per Diem rate of Senior Consultant	DAY	30
60	Per Diem rate of Associated Consultant	DAY	60
<p>1. Mobilization Period: 15 (fifteen) days from the date of issue of LoA/work order/mobilization notice.</p>			
<p>2. Duration of Contract: The duration of the contract shall be for a period of 2 (two) years.</p>			

SCOPE OF WORK

ENGAGEMENT OF CONSULTANT FOR OIL INDIA LIMITED TO VENTURE INTO CRITICAL AND RARE EARTH MINERALS DOMAIN.

1.0 INTRODUCTION

- 1.1 Oil India Ltd. (OIL) is a Schedule-A, Maharatna CPSE in Oil & Gas sector under the administrative control of the Ministry of Petroleum & Natural Gas, Govt. of India. The main producing area of OIL is located in the prolific upper Assam area with additional acreages in North-Eastern India and also producing fields in Rajasthan, North-Western India. Pursuant to the current path-breaking reforms under the Hydrocarbon Exploration & Licensing Policy (HELP) of Government of India, OIL has acquired additional exploration acreage of 50,000 plus SQKM under 29 OALP blocks pan India. Under the Oil Equity abroad initiative, OIL's overseas E&P portfolio comprises of 39,626 SQKM of overseas acreage in 10 assets located across 7 countries.
- 1.2 OIL operates both crude and product cross country pipelines in the North Eastern region. Additionally, OIL possesses a renewable energy portfolio and is actively pursuing various diversification initiatives. Following the recent acquisition of 70% equity stake in Numaligarh Refinery Ltd. (NRL) in the state of Assam, OIL now has its presence across the entire value chain of oil & gas sector, positioning itself as an integrated energy company.
- For more details about OIL's portfolio of business, please visit the website <https://www.oil-india.com>.
- 1.3 Having recently attained the Maharatna Status, OIL has prepared its vision 2030/2040 with strong integration across Oil & Gas value chain and building up green and Alternate Energy portfolio.
- 1.4 Given the increasing importance of critical minerals and the energy transition, OIL wishes to explore energy resources apart from its present portfolio of Oil and Gas. This will enable OIL to diversify its portfolio and mitigate the risks associated with energy transition. At the same time, this will enable OIL to contribute to the nation's energy security.
- 1.5 Government of India has prioritized critical minerals as a sector for investment



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and OIL intends to explore venturing into critical and rare earth minerals in the upcoming and future bids. Accordingly, OIL is planning to engage a consultant for prioritization and formulation of a business model and assist OIL for participation in upcoming auctions under critical and rare earth minerals domain.

2.0 **Detailed Scope of Work**

2.1 The entire Scope of Work is being divided into 2 Modules with the following key objectives.

a) Module 1: Prioritization of critical minerals opportunity and formulation of business model/strategy.

b) Module 2: Assistance towards participation in critical mineral block auctions and program management support for prospecting blocks.

2.2 In addition to the above Modules, OIL at its discretion, may also engage Consultant's personnel i.e Senior consultant and Associate Consultant for carrying out of any additional work beyond the scope of work mentioned herein at the quoted rates.

2.3 Scope of Work of Module 1(Prioritization of critical minerals opportunity for OIL and formulation of business model)

2.3.1 Internal Assessment would comprise minimum of the following:

- a) Understanding of expectations / objectives of OIL – directional vision, short / medium / long term objectives.
- b) Defining the evaluation criteria for “Go-No Go” viz. NPV / IRR / investment size / risk appetite / capabilities needed etc.
- c) Defining the boundary conditions for extent of capital available, resource commitments, hurdle rates / payback period acceptable.

2.3.2 External Assessment would include but not limited to the following:

- a) Indian market outlook for critical minerals and materials:
 - i) Sectors requiring critical minerals (EV, Energy, renewables, battery etc.), demand drivers and emerging trends.



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- ii) Critical minerals supply state of play in India, including domestic production and trade scenario (imports).
- iii) Situation for supply of individual minerals and key supply challenges
- b) Identification and prioritization of initial set of minerals, to around 10 minerals or as desired by OIL.
- c) To analyze the changing regulatory environment, policy and its implications.
- d) Deep dive for the above list of target critical minerals comprising of the following minimum factors:
 - i) Indian market demand analysis – FY23 market size and FY30/ FY40/ FY50 projected market size
 - ii) Key industry players, potential customers (with investment capacity and appetite) and geographic regions
 - iii) Assessment of competitive environment on key players operating in the market, business & operating models (offerings, capabilities, financials etc.) and threat of imports and global producers
 - iv) Partnership potential with select players in manufacturing sector for specific applications of the target set of critical minerals.
 - v) Case studies on partnership models across supply chain and key learnings for successful partnerships across other sectors

2.3.3 Critical minerals opportunity prioritization:

Strategic opportunity prioritization workshop to be conducted to achieve stakeholder buy-in on the list of minerals to prioritize mineral opportunities through a robust assessment of risk, sustainability and attractiveness.

2.3.4 Formulation of potential business model(s) that would include the following minimum metrics:

- a) Target geographies and customer segments
- b) Value creation potential and value chain play
- c) Focus areas for strengthening capabilities/nature of the organization and associated infrastructure.
- d) Capabilities required around people, processes, and systems.
- e) Build vs. buy choices in building capabilities.



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f) Available partnership options and investment required for such partnership options

2.3.5 Business case development for the identified operating model including:

- a) Indicative revenue and cost projections for 10 years
- b) Estimated capital costs, working capital and pre-operating expenses.
- c) Project financing and capital structure
- d) Cost benefit analysis and returns.
- e) Scenario planning and analysis

2.3.6 The Consultant shall also closely monitor the external environment, including the events in policy, financial, political, energy, acquisitions/ mergers, assessing their impact on OIL and/or opportunity for OIL, if any.

2.3.7 Implementation plan formulation:

- a) Create an implementation plan with detailed actions.
- b) Workshop to be conducted to detail out initiatives and agree on implementation plan.

2.4 Scope of Work of Module 2 (Assistance for participation in mineral auctions and program management support)

2.4.1 The consultant's service under Module 2 will be provided for each tranche of auction, whenever it is announced, up to a maximum of 3 tranches. The execution of this job is at discretion of OIL. OIL shall issue Notice to Proceed for each tranche of auction for commencement of job.

2.4.2 Module 2 in regard to participation in upcoming mineral auctions is further sub-divided into 3 phases. Scope of work against each phase is detailed hereunder.

- a) Phase 1: Shortlisting of mineral blocks
- b) Phase 2: Detailed Assessment of shortlisted blocks
- c) Phase 3: Bid Process Management

2.4.3 Phase 1: Shortlisting of the mineral blocks

- a) Initial shortlisting of the blocks in auction considering business synergy/



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investment (if any), and any other parameters such as ease of operation, capex, land etc.

- b) Go & no-go strategy
- c) Industry overview about the auction

2.4.4 Phase 2: Assessment of shortlisted blocks

- a) Technical assessment of the block viz. opencast vs. underground, tentative mineral resources / reserves, surface constraints, high level evacuation / logistic analysis etc.
- b) Site specific socio-legal, regulatory issues and risk assessment
- c) Land requirement and its distribution for the mine operation and infrastructure development
- d) Capital investment for exploration, land, R&R, surface infrastructure, statutory payments and opex assessment.
- e) Financial model preparation including IRR, NPV etc.
- f) Cost of production considering and its landed cost considering taxes.
- g) Determination and recommendation on initial price offer and final price for Bidding/ Auction based on the Tender Procedure of the Government and Sensitive analysis of different decision variables for Bidding/ Auction.

2.4.5 Phase 3: Competitor Assessment and Bid Process Management

- a) Potential strategy and estimated demand of mineral for end use
- b) Profiling of likely bidders in terms of their mining, mine development, mining experience, financial capabilities for investment
- c) Competitor assessment in the auction round including bidding patterns, eligibility and possible end use and overall cost.
- d) Assist in preparation and submission of technical bid, financial bids in response.
- e) Review of bid documentation in bidding from compliance perspective including bid forms, bank guarantees, performance security etc.

2.5 The list of activities mentioned above are not exclusive/exhaustive and consultant shall also be required to do other activities not envisaged herein



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and specifically mentioned above, but otherwise required to meet the overall objectives mentioned above.

SPECIAL CONDITIONS OF CONTRACT**1.0 GENERAL**

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Scope of work shall be read in conjunction with item description of Schedule of Rate.

2.0 TERMS OF ENGAGEMENT

- 2.1 The Consultant's team who shall be working on the current assignment (Module 1 and Module 2) shall comprise of the following personnel:
- a) Team Leader/Senior Consultant as Project Manager (PM): 01
 - b) Consultants: 02
- 2.2 The above team shall be Full Time Employees based in India and on payroll of the company and not be on a contractual basis with the company. The above team needs to be reasonably supported by Firm Partner and Expert(s) with suitable expertise for efficient and high-quality delivery of assignments. Accordingly, Consultant shall allocate reasonable Partner Time to ensure high quality output.
- 2.3 The Consultant's team working on the current assignment shall liaise with OIL to understand the objectives and shall act accordingly to ensure timely performance of assignment.
- 2.4 The consultant's personnel (Partner and/or Expert(s) with the above-mentioned team) shall be required to attend meetings with senior management of OIL as and when required, or as directed by OIL. For the current assignment, the consultant shall reasonably factor in the visits. As a

reference, the meetings, at a minimum, which requires presence of consultant's team are given as under:

- a) Module 1: Kick off Meeting, Interim visit on job progress, Presentation to Management on Draft/Final report.
- b) Module 2: presentation of shortlisted blocks, presentation on assessment of shortlisted blocks, bid submission.

- 2.5 Scope of the additional work beyond the scope of the current assignment shall be mutually agreed between OIL and Consultant. The team structure of such additional work shall also be mutually agreed.
- 2.6 OIL shall not pay any out-of-pocket expenses (OPE) to consultant's personnel, including the expert for any travel within India. Any expenses towards travel, accommodation and conveyance under the current assignment and for the additional scope, if any, shall be included within the quoted rates. Accordingly, Consultant shall reasonably factor OPE in the quoted rates.
- 2.7 The execution of Module 2 may commence concurrently while Module 1 is in progress and/or upon its completion. It shall be at absolute discretion of OIL.

3.0 TIME PERIOD

- 3.1 The period of engagement shall be for a period of 2 years extendable by another one year, at the discretion of OIL. The rates quoted by the consultant shall be valid for the period of engagement including extension.
- 3.2 The period of such extension shall be at the same rate, terms and conditions quoted by the consultant.
- 3.3 Consultant shall submit the bid and quote the rates accordingly, considering the provision of extension for a period of another one year and shall adhere for extension of the engagement at the same terms.
- 3.4 The timeline for completion of deliverables under each module(s) are as under and shall be adhered to.
 - 3.4.1 Zero Date/Commencement of Contract is the date of Kick off Meeting.
 - 3.4.2 Module 1: 6 weeks from the Zero Date (Date of Kick off Meeting).
 - 3.4.3 Module 2: Overall period of around 12 weeks for each auction period. Phase wise breakup of timeline is as under. OIL, at its discretion, shall issue Notice to proceed (NTP) for commencement of service against each auction period.

- a) Phase 1: 2 weeks from date of issue of NTP
- b) Phase 2: 4 weeks from selection of blocks by OIL
- c) Phase 3: 4 weeks from finalization of blocks by OIL

3.5 Execution of Module 2 for each of the tranche, as and when announced, shall be at absolute discretion of OIL. The Consultant shall commence the work of Module 2 upon receipt of written advice i.e NTP from OIL.

3.6 Timeline of additional work beyond the scope of the current assignment, as per the rates quoted by the consultant, shall be at terms mutually agreed between OIL and Consultant.

4.0 MOBILIZATION

4.1 The Consultant shall deploy their team for working on the current assignment upon issue of LOA.

4.2 Consultant shall mobilize their team for the Kick off meeting within 15 days from the date of issue of LOA.

5.0 TEAM EXPERIENCE

5.1 The minimum experience criteria of the above Consultant's personnel for execution of Module 1 and Module 2 of the assignment shall be as per the following:

5.1.1 Project Manager:

- i) Minimum of 10 years' experience
- ii) 7 years' experience in metals and mining sector
- iii) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred.
- iv) MBA from reputed management institutes such as IIM/ISB etc. are preferred.

5.1.2 Consultant(s):

- i) Minimum of 4 years' experience
- ii) 2 years' experience in metals and mining sector
- iii) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred.
- iv) MBA from reputed management institutes such as IIM/ISB etc. are preferred.

5.1.3 Mining Expert:

- i) Qualification of Graduate Degree in Mining/Geologist or similar discipline.
- ii) Minimum of 7 years' experience in metals and mining sector.
- iii) MBA from reputed management institutes such as IIM/ISB etc. are preferred.

5.2 Experience and skill of other expert(s) will be as per the requirement of the job during the course of assignment. Consultant shall on-board the expert(s) with suitable experience, as required, for the efficient and high-quality delivery of assignments.

5.3 Consultant shall ensure that the same personnel of the team, whose details and CV's are part of the offer/bid, are deployed for execution of the job and remain same during the complete period of engagement. However, in case of any change/replacement due to unavoidable circumstances, the change/replacement will be permitted with prior consent of OIL.

5.4 The experience of the new person shall be equivalent or higher than the experience of the replaced person. Necessary documents to be furnished for approval of OIL.

5.5 OIL shall reserve the right to not accept any or all personnel for deployment, if found unsuitable in the opinion of OIL. OIL, at its discretion, also reserves the right for replacement of any or all the personnel deployed on the job, with 15 days advance intimation to the consultant. Consultant shall oblige on the rights of OIL for deployment of suitable manpower and dealt accordingly.

5.6 The minimum experience criteria of the Senior Consultant and Associate Consultant for carrying out additional work would be meeting the experience mentioned under 5.1.1 and 5.1.2 respectively. For carrying out any additional work, Consultant shall propose the team members and submit their CVs/profiles for approval of OIL. OIL shall reserve the right to not accept any or all personnel for deployment, if found unsuitable in the opinion of OIL.

6.0 PAYMENT TERMS

6.1 Payment shall start only after signing of Contact Agreement as per Tender document.

6.2 OIL shall release the payment after effecting deductions as per applicable law in force.

6.3 Consultant shall raise invoices based on the following terms:

6.4 The payment terms for Module 1 will be as follows:

6.4.1 Payment shall be based on successful completion of the following milestone activities as per the % of the lump sum value against Item No. 10 of Contract.

Milestone	Payment (In %)
On submission of draft report	70%
On submission and acceptance of final report	30%

6.5 The payment terms for Module 2 will be as follows:

6.6 Phase 1 (Shortlisting of blocks): Payment shall be based on successful completion of the job i.e submission and acceptance of final report of the shortlisted blocks, for consideration of OIL.

6.7 Phase 2 (Selection of blocks): Payment shall be based on successful completion of the job on pro-rata basis, for each block i.e payment shall be made against submission and acceptance of assessment report. In case the assessment report of the shortlisted blocks are submitted in part(s), then the payment for such blocks where the reports are accepted shall be released.

6.8 Phase 3 (Bid Submission): Payment shall be based on successful completion of the job on pro-rata basis, for each block i.e payment shall be made against submission of bid(s) against the finalized blocks. In case the bids of the finalized blocks are submitted in part(s)/phase(s), then the payment for such blocks where the bids are submitted shall be released.

6.9 Payment Terms for the additional job shall be at terms mutually agreed between OIL and Consultant.

6.10 Consultant shall upload the digitally signed Invoice in OIL's vendor portal (vim.oilindia.in) with all supporting documents for processing of payment.

6.11 OIL shall process the payment only after the receipt of undisputed invoice and shall make the payments through electronic transfer only and as stipulated in the subject tender. All bank charges of the consultant's bankers shall be to the consultant account only.

7.0 CONFIDENTIALITY AGREEMENT

7.1 OIL shall enter into a confidentiality and non-disclosure agreement with the Consultant prior to commencement of job in format enclosed as **Annexure I.**

8.0 DEDUCTIONS/LIQUIDATED DAMAGES

8.1 Liquidated damages mentioned under clause 30.0 of GCC to be interpreted as under.

8.2 Liquidated Damages for delay in completion of Module 1 would be calculated on the Contract Value of Module instead of the Total Contract Value.

8.3 Liquidated Damages for delay in completion of each of phases of Module 2 would be calculated on the value of phase(s) delayed instead of the Total Contract Value.

8.4 Liquidated Damages would be calculated based on the delay beyond the timelines mentioned above and due to the reasons solely attributable to the consultant.

8.5 Basis of LD for additional job, if any, would be decided by OIL.

9.0 Clause No. 14.0 of GCC stands deleted. Consultant at his cost shall arrange, secure and maintain legally required insurances as per standard and consultant policies and to the coverage value as may be necessary and to protect against all risks associated with the job as per the Scope of Work of the tender. The responsibility to maintain appropriate insurance with adequate insurance coverage at all times during the period of Contract shall be that of Consultant alone. Consultant's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Consultant's account and will be included in Value of Contract. Consultant shall submit the a certificate of Insurance signed and sealed by Lead Partner or Independent 3rd party auditor mentioning the insurances taken and coverages maintained.

10.0 Clause No. 25.0 of GCC stands deleted. The Consultant shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Consultant shall, wherever and to the extent applicable, keep an authentic, accurate history and logs, which shall be open at all

reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The Consultant shall not, without COMPANY's written consent, allow any third person(s) access to the said information or give out to any third person information in connection therewith.

- 11.0** Clause No. 27.4 of the GCC is not applicable for the subject Tender.
- 12.0** Clause No. 29.0 of the GCC stands deleted. Consultant shall submit certificate confirming that the Consultant is registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow all relevant statutory provision including the rules made there-under and pay the statutory payment of EPF to the deployed personnel.
- 13.0** Warranty and Remedy of Defects under Clause No. 23.0 of GCC is not applicable to the subject job. However, Consultant shall correct any material variances in their reports as per the services/deliverable given in the scope of work or if the services do not confirm to the project specifications or descriptions contained therein the contract. Such corrections shall be done at no additional cost to the Company.
- 14.0** OIL will own all reports and other deliverables prepared for and furnished to OIL by Consultant in connection with the Services (the "Deliverables"), notwithstanding the foregoing, Consultant retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, and models (together called as "Variables"), provided that the Variables are not specific to the Company and same does not contain OIL's Confidential Information. To the extent the deliverables include any Consultant's Tools, the Consultant hereby grants OIL a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Consultant's Tools solely as part of the deliverables and subject to the above limitations herein on disclosure of Consultant's materials and publicity. OIL agrees that, without Consultant's prior information, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant's Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant's Tool or Deliverables.

15.0 Goods and Services Tax:

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

GST mentioned in the bidding document shall be ignored.

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

- 15.2 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 15.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 15.4 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 15.5 Where the OIL is entitled to avail the input tax credit of GST:
OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 15.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
Where the OIL is not entitled to avail/take the full input tax credit of GST:
OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- The bids will be evaluated based on total price including GST.
- 15.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and

certificate from Chartered Accountant for deposit of GST collected from OIL.

- 15.8 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 15.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 15.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 15.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 15.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 15.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 15.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 15.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 15.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is

on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

- 15.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 15.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 15.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 15.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 15.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 15.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 15.23 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 15.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 15.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 15.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 15.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their

bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

15.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

15.29 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

Name, address and GSTIN of the supplier;

Serial number of the invoice;

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

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

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

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

15.30 Anti-profiteering clause

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

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

SECTION-VIII
INTEGRITY PACT

Between

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

And

(Name of the bidder).....hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **“Engagement of consultant for Oil India Limited to venture into Critical and Rare Earth Minerals Domain”**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/~~Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the

'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

<p>..... For the Principal</p> <p>Date :</p> <p>Place :</p>	<p>..... For the Bidder/Contractor</p> <p>Witness 1:</p> <p>Witness 2:</p>
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*****End of IP*****

TECHNICAL EVALUATION SHEET FOR BEC
TECHNICAL CHECKLIST/REQUIREMENT SHEET

Sl. No	Clause No. of Tender Document.	Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant evaluation Page No of their Bid to support the remarks / compliance
1	1.0	<p><u>GENERAL CONFORMITY:</u></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as nonresponsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to Bid Eligibility and Bid Evaluation Criteria must be submitted along with the Un-Priced Techno-Commercial Bid.</p>		
2	2.0	<p><u>BASIC ELIGIBILITY CRITERIA:</u></p>		
3	2.1	The bidder should be a Company incorporated/registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under		

		<p>the Limited Liability Partnership Act of India, 2008. (Registration certificate/certificate of Incorporation of business/certificate of commencement to be submitted along with technical bid).</p> <p>In case, there is a merger/ de-merger / transfer of business/ re-structuring/ Name change of company/firm etc., bidder shall be required to submit relevant documentary evidence or submit a certificate from Statutory Auditor/Chartered Accountant in this respect.</p>		
4	2.2	<p>The bidder shall deploy a team comprising of following personnel and meeting the minimum experience criteria as mentioned in the SCC of the bid document:</p> <ul style="list-style-type: none"> • Team Leader/Senior Consultant as Project Manager (PM): 01 • Consultants: 02 		
5	2.2.1	<p>The above team shall be a Full Time Employee and on payroll of the company and not be on a contractual basis with the company. The above team needs to be reasonably supported by Firm Partner and Expert(s) with suitable expertise for efficient and high-quality delivery of assignments.</p>		
6	2.2.2	<p>The minimum experience criteria as mentioned in SCC is reproduced as under:</p> <ul style="list-style-type: none"> • Project Manager: <ul style="list-style-type: none"> a) Minimum of 10 years' experience b) 7 years' experience in metals and mining sector c) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred. d) MBA from reputed management institutes such as IIM/ISB etc. are preferred. • Consultant(s): <ul style="list-style-type: none"> a) Minimum of 4 years' experience b) 2 years' experience in metals and mining sector c) Graduate Degree from reputed institutes such as IIT/NIT etc. are preferred. d) MBA from reputed management institutes such as IIM/ISB etc. are preferred. • Mining Expert: <ul style="list-style-type: none"> a) Qualification of Graduate Degree in Mining/Geologist or similar discipline. b) Minimum of 7 years' experience in metals and mining sector. c) MBA from reputed management institutes such as IIM/ISB etc. are preferred. 		

7	2.2.3	Bidder shall submit documentary evidence in regard to completion of degree i.e copy of certificate from concerned institute on completion of degree. For proof of requisite experience, bidder shall submit CVs of the Team members including experts, certifying the tenure and nature of experience by the authorised signatory having the Power of Attorney of the bidder for submission of bid.		
8	2.2.4	Bidder shall also submit an undertaking along with the bid certifying that the team of PM + 2 consultants are Full time employees and on payroll of the company and they are not on contractual basis with the company and that the bidder shall ensure deployment of same team personnel as provided during submission of the bid and shall ensure their continuous engagement with OIL for the entire period of engagement. Bidder also certifies in the undertaking that in case of any change/replacement due to unavoidable reasons, prior consent of OIL will be taken and that the experience of the new member shall meet the criteria as mentioned in the bid document.		
9	2.2.5	<p>The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>It is mandatory for them to meet the following at the bidding stage:</p> <p>a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection.</p> <p>b) The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as Proforma-XI].</p> <p>c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.</p>		
10	3.0	<u>FINANCIAL EVALUATION CRITERIA:</u>		
11	3.1	The Bidder should have minimum annual financial turnover of Rs. 10 Crores (Rupees Ten Crores only) in any one of the preceding 3 (three) financial years considered from the original bid closing date.		

6	3.2	<p>Net Worth of the bidder should be positive for the preceding financial/accounting year.</p> <p>Note:</p> <ul style="list-style-type: none"> • Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). • Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation" • The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013. 		
7	3.3	<p>For proof of Annual turnover and Net Worth, copies of the following documents should be submitted along with the bid:</p> <p>a) Audited Balance Sheet and Profit and Loss account.</p> <p style="text-align: center;">OR</p> <p>b) Certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), as per format prescribed in Proforma-XII</p>		
	3.4	<p>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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per Proforma-IX, certifying that the balance sheet/Financial Statements for the financial year (as the case may be) have not been audited so far.</p>		

	3.5	In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.		
8	4.0	<u>COMMERCIAL EVALUATION CRITERIA:</u>		
9	4.1	The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately in their respective fields in E-portal. The unpriced Techno-commercial Bid is to be uploaded in "Technical RFx Response" Tab and Priced Bid is to be uploaded in the "Notes & Attachments" Tab. Only the Priced Bid uploaded in the "Notes & Attachments" Tab should contain the quoted price. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.		
10	4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.		
11	4.3	Bid received with validity of offer less than 120 (One Hundred Twenty) days from Original Bid Closing Date will be rejected.		
12	4.4	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "SECTION-VIII/INTEGRITY PACT" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.		
13	4.5	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
14	4.6	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
15	4.7	Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction		

		shall be initialled by the person or persons who has/have digitally signed the Bid.		
16	4.8	Any Bid containing false statement will be rejected and actions shall be taken by Company as per Bid Document.		
17	4.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” attached under “Notes and Attachments” Tab in the main bidding engine of OIL’s e-Tender portal; otherwise the Bid will be summarily rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under the "Technical Attachment" Tab only.		
18	4.10	Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.		
19	4.11	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Security/Bid Bond/Bid Security Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact 		

20	4.12	Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up APPENDIX-1 that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.		
21	4.13	Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled up APPENDIX-2 confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.		
22	5.0	<u>BID EVALUATION CRITERIA (QCBS Evaluation Criteria)</u>		
23	5.2.2.2	Bidders are required to fill up data against criteria given in item no. Error! Reference source not found. and Error! Reference source not found. above in specific formats given in Tables from Table 1 to Table 6 below of the bid document. Additional rows may be used as per requirement.		
24	5.2.2.3	In case, the submitted experience documents are not in the name of bidder due to merger/ de-merger / transfer of business/ re-structuring/ Name change of company/firm etc., bidder shall be required to submit relevant documentary evidence in this respect.		
25	5.2.2.4	For the purpose of experience given under item no. (B)-(iii), Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity/parent entity mentioning that the bidding entity would be able to draw resources/expertise from parent/sister entity as and when required to fulfil their commitments.		
26	5.2.2.5	Documentary evidence for Item no. Error! Reference source not found. (Firm Experience): (i) Completion Certificate issued by the Client Organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, value, validity period etc. (or)		

		<p>Copy of Contract/Purchase order along with the payment certificate/ evidence of payments made against the contract/purchase order.</p> <p>(ii) Project/Assignment references mentioned above under item no. Error! Reference source not found. (Firm Experience) to be mutually exclusive. Multiple phases/parts of the assignment in a single contract will be considered as a single assignment and shall be evaluated accordingly.</p> <p>(iii) In case, the bidder cites reasons of Non-Disclosure Agreement (NDA)/Confidentiality Agreement (CA), for its inability to submit above documents in support of meeting the experience or could not disclose the name of the client and other details:</p> <p>a) Bidder to submit the details of the assignment, value, period, brief description of client (without disclosing their names), amongst others, in the format (Table-1/2/3). This document to be certified (signed and sealed) by Bidder's Head of India Operations/CEO/CFO/authorized signatory having the Power of Attorney and also countersigned and sealed by Independent 3rd party auditor/ Statutory auditor/ Chartered Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm).</p> <p>b) The line items in each Table (1/2/3) are also to be mutually exclusive. Multiple phases/parts of the assignment in a single contract will be considered as a single assignment and shall be evaluated accordingly.</p> <p>c) Further to the documents given in para (iii) above, bidder shall also submit an undertaking/declaration that the bidding company is not in a position to submit the required documents owing to the NDA/CA and that the Project/Assignment references mentioned under item no. Error! Reference source not found. (Firm Experience) in each of the Table-1, 2 & 3 are mutually exclusive. The declaration also to be endorsed by Independent 3rd party auditor/ Statutory auditor/ Chartered Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm).</p>		
27	5.2.2.5 (a)	<p>Documentary evidence for Item no. Error! Reference source not found. (Team Experience):</p> <p>(i) Bidder to submit copy of certificate from concerned institute on completion of degree.</p> <p>(ii) Bidder should submit the CVs of the Consultant's team members</p>		

		<p>and experts certifying the tenure, nature of experience and consulting assignments undertaken. The CV to be signed by the individual concerned and authorized signatory having the Power of Attorney. Specific reference also to be made clearly in the CV on the consulting assignments in Offshore.</p> <p>(iii) Bidder to submit undertaking / declaration as mentioned in para 0 above.</p>		
28	5.2.2.5 (b)	It shall be the bidder’s responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria. All Certificates and documentary evidences should be in the English language.		
	5.2.2.5 (c)	Oil India Limited (OIL) reserves the right to verify the original documents of the bidder, contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.		
	5.2.2.5 (d)	In case, bidder does not submit documentary evidence citing NDA/CA, OIL at its discretion, may advise bidder to produce documents of some or all of the assignment(s) at its office for verification/clarification. Bidder shall oblige to the request and produce the necessary documents for verification of OIL. In case of non-production of documents within the given timeline, the subject assignments would not be considered for evaluation. It will be the responsibility of the Bidder to take up the matter with concerned Client(s) and arrange for the production of the document as desired by OIL.		
	6.0 AND 7.0	WHETHER YOU CONFIRM TO ALL CLAUSES IN POINT 6.0 AND 7.0		
43	8.0	<u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.		
44	9.0	<u>CHECKLIST FOR BEC-BRC:</u> Enclosed as TECHNICAL EVALUATION SHEET and COMMERCIAL CHECK-LIST. To be submitted along with the technical bid.		

*******END OF TECHNICAL EVALUATION SHEET*******

COMMERCIAL CHECK LIST**Bidder's/Firm's Name:** _____

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

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

12.	Confirm that percentage of Local Content along with Certification of Incorporation and other relevant documents required under BEC Clause No. 2.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures/Proformas/Appendices/Sections	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Applied for which Purchase Preference Policy? (PP-LC or MSE policy) (If applicable)	NOT APPLICABLE
20.	% of Local Content Categorically specified or not as per PROFROMA-XI . Note: Bidder should not mention the % of LC as more than XX%, it should be	

	Categorically specified in % wise.	
21.	Restrictions on procurement from a bidder of a country which shares land border with india, Undertakings viz. Exhibit-I, Exhibit-II and Exhibit-III , submitted or not if applicable	
22.	Declaration about bidder's financial standing as per APPENDIX-1 submitted or not.	
23.	Declaration about bidder's financial standing as per APPENDIX-2 submitted or not	

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

Signature _____

Name _____

Designation _____

Office Stamp _____