



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्यम )  
**Oil India Limited**  
(A Government of India Enterprise)

**5th Floor, NBCC Centre, Plot No.2,  
Okhla Phase-I, New Delhi-110020  
Web Site: [www.oil-india.com](http://www.oil-india.com)**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

<b>1.0</b> Tender No.	<b>NCP 8491L19</b>
<b>2.0</b> Description of Work / Service	<b>HIRING SERVICES OF CONSULTANT FOR FINANCIAL AND COMMERCIAL DUE DILIGENCE AND BUY SIDE ADVISORY SERVICES OF CBM BLOCK IN INDIA.</b>
<b>3.0</b> Type of Bid	<b>SINGLE STAGE SINGLE BID SYSTEM ON LIMITED TENDER BASIS</b>
<b>4.0</b> Bid Closing / Opening Date & Time	<b>13.07.2018 (14:00 HRS / 15:00 HRS : Server Time)</b>
<b>5.0</b> Bid Security	<b>Rs.2,00,000.000 valid for 120 days from the date of Bid Opening i.e upto 14.11.2018.</b>
<b>6.0</b> Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
<b>7.0</b> Bid Opening Place	Office of the E&D Directorate,OIL INDIA LTD,5th Floor,NBCC Centre, Plot No.2,Okhla Phase-I,New Delhi-110020
<b>8.0</b> Priced Bid Opening Date & Time	Same as Bid Closing / Opening Date & Time.
<b>9.0</b> Integrity Pact	Applicable. OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed as Annexure-I of the tender document (Refer clause 23.0 of Section-I).
<b>10.0</b> Name of Bidders allowed to participate	<ul style="list-style-type: none"> <li>(i) Deloitte Touche Tohmatsu India Pvt Ltd 7th Floor, Bldg 10, Tower B, DLF Cyber City Complex DLF City Phase II, Gurgaon – 122002</li> <li>(ii) Ernst &amp; Young LLP Golf View Corporate Tower-B Sector-42, Sector Road, Gurgaon – 122002</li> <li>(iii) KPMG Advisory Services Pvt Ltd DLF Cyber City, Phase II, Gurgaon Building No. 10,8th Floor, Tower B, Gurgaon – 122002</li> <li>(iv) Price Waterhouse Coopers Private Limited Building No.10, Tower-C, 18th Floor DLF Cyber City, Gurgaon – 122002</li> </ul>
<b>11.0</b> The link to OIL’s E-Procurement portal has been also provided through OIL’s web site ( <a href="http://www.oil-india.com">www.oil-india.com</a> ).	
<b>12.0</b> The details of Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.	
<b>13.0</b> To participate in OIL’s e-procurement tender, bidders should have a legally valid <b>Digital Certificate Class III [Organization] along with Encryption Certificate</b> as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having “ <b>Organization Name</b> ” field other than <b>Bidder’s Name</b> are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. Bidders are advised to go	

**E-TENDER NO. NCP8491L19**

through "[User Manuals](#)" provided in OIL's E-Tender portal for bid submission procedure.

**14.0** For Technical support on various matters viz. online registration, resetting of password, submission of online bids etc., vendor should contact OIL's ERP MM Team at Duliajan, Assam at following :

**Telephone No. : 0374-2807178/0374-2804903**

**E-mail ID : [ERP MM@OILINDIA.IN](mailto:ERP_MM@OILINDIA.IN)**

**Office Timing : 07.00 AM - 11.00AM & 12.30 PM - 3.30 PM (From Monday to Friday)**

**( Aparna Doley)**  
**DY. GENERAL MANAGER (C&P)**  
**For EXECUTIVE DIRECTOR (E&D)**  
**For CHAIRMAN & MANAGING DIRECTOR.**

**INDEX**

<b>Sl. No.</b>	<b>Subject</b>	<b>Sections</b>	<b>Page Nos.</b>
(a)	Forwarding letter	<a href="#">Section -I</a>	Page 4-7
(b)	Instruction to Bidders	<a href="#">Section II</a>	Page 8-14
(c)	Bid Evaluation Criteria/Bid Rejection Criteria	<a href="#">Section III</a>	Page 15-17
(d)	General Terms and Conditions	<a href="#">Section IV</a>	Page 18-28
(e)	Scope of Work & Special Conditions of Contract	<a href="#">Section V</a>	Page 29-32
(f)	Commercial Check list	<a href="#">Section-VI</a>	Page 33
(g)	Bidding Format (Price Bid)	<a href="#">Section-VII</a>	Page 34
(h)	Bid Form	<a href="#">Proforma-I</a>	Page 35
(i)	Statement of Non-Compliance	<a href="#">Proforma-II</a>	Page 36
(j)	Proforma for Certificate of annual turnover & net worth	<a href="#">Proforma-III</a>	Page 37
(k)	Proforma Letter of Authorisation for attending bid opening	<a href="#">Proforma-IV</a>	Page 38
(l)	Proforma Letter of Authority	<a href="#">Proforma-V</a>	Page 39
(m)	Proforma for E-remittance details	<a href="#">Proforma-VI</a>	Page 40
(n)	Sample form of Agreement	<a href="#">Proforma-VII</a>	Page 41
(o)	<i>FORM OF BID SECURITY (BANK GUARANTEE)</i>	Proforma-VIII	Page 42-43
(p)	<i>Integrity Pact</i>	<b>Annexure-I</b>	Page 44-49

**(SECTION-I)**  
**FORWARDING LETTER**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE SINGLE BID SYSTEM ON LIMITED TENDER BASIS** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**HIRING SERVICES OF CONSULTANT FOR FINANCIAL AND COMMERCIAL DUE DILIGENCE AND BUY SIDE ADVISORY SERVICES FOR COAL BED METHANE(CBM) BLOCK IN INDIA.**

**Bid Security : Rs.2,00,000.00 valid for 120 days from the date of bid opening i.e upto 14.11.2018.**

**CONTRACT PERIOD( Timelines) :**

Draft report to be submitted to OIL within 4 weeks from the date of issue of Letter of Award ( LOA) or the access to the data room whichever is later.

**BID VALIDITY : 90 days from the date of bid opening date.**

**BID CLOSING/ OPENING DATE & TIME: 13.07.2018 (14:00 HRS/15:00 HRS)**

2.0 SEALED ENVELOPES containing the **Bid Security, Printed catalogue and Literature etc.** ( if called for in the tender) shall be marked with the above Tender Number and description of work and addressed to:

Dy. General Manager(C&P)  
E&D Directorate  
OIL INDIA LTD  
5th Floor,NBCC Centre  
Plot No.2,Okhla Phase-I, New Delhi-110020

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at the Office of the ED (E&D) in presence of authorized representative of the bidders.**

4.0 **The rates shall be quoted per unit as specified in the “ BIDDING FORMAT FOR RATES” attached under “Notes and Attachments” tab.**

The bid and all uploaded documents must be Digitally signed using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.*

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

## **E-TENDER NO. NCP8491L19**

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

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

6.0 (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 and the period of debarment will not be less than 6 (six) months.

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

7.0 The Bid must be valid for 90 (Ninety) days from the date of bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

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

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the

## **E-TENDER NO. NCP8491L19**

Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

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

13.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder, the bidder shall be debarred for 2 (two) years from the date of default.

### **16.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

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

### **17.0 The tender will be governed by:**

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION – III

General Terms and Conditions: SECTION-IV

Scope of Work & Special Conditions of Contract: SECTION-V

Commercial Check list: SECTION – VI

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

Proformas

### **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 DY. General Manager(C&P),E&D Directorate,OIL INDIA LTD, 5<sup>th</sup> Floor, NBCC Centre, Plot No.2,Okhla Phase-I, to FridayNew Delhi-110020 .**

**a)Bid security in Original**

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

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

**The above documents must be received at OIL's E&D Directorate office at New Delhi on or before the bid closing date & time failing which the bid shall be rejected.**

## **E-TENDER NO. NCP8491L19**

**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.**

**19.0 The tender is invited under SINGLE STAGE-SINGLE BID SYSTEM ON LIMITED TENDER BASIS. The bidder has to submit both the “Techno-Commercial” and “Priced” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.**

**20.0 On Bid opening day, both Techno-Commercial & Priced Bids will be opened. Bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.**

**NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

**22.0 In order to participate against OIL’s E-Tenders, Bidders are advised in their own interest to kindly go through the following documents, in addition to others, available under “User Manuals” in the main login page of OIL’s E-Tender portal:**

- a. **Guidelines to Bidders for participating in OIL.pdf**
- b. **NEW INSTRUCTIONS TO BIDDER FOR SUBMISSION.pdf**

**23.0 INTEGRITY PACT:** OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed as Annexure-I of the tender document. Each page of this Integrity pact Proforma has been duly signed by OIL’s Competent signatory. The Proforma has to be uploaded by the bidders(along with technical bid) duly signed by the same signatory who 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 authorised signatory who sign the Bid.

**23.1 NAME OF OIL’S INDEPENDENT EXTERNAL MONITOR(IEM) :** IEM for OIL to oversee implementation of Integrity Pact are:

- 1) SHRE RAJIV MATHUR,IPS (Retd.)  
Former Director,IB, Govt. of India  
E-mail Id : rajivmathur23[at]gmail[dot]com
- 2) SHRI SATYANANDA MISHRA,IAS( Retd.)  
Former Chief Information Commissioner &  
Ex Secretary,DOPT, Govt. Of India.  
E-mail Id: satyanandamishra[at]Hotmail[dot]com
- 3) SHRI JAGMOHAN GARG  
Ex-Vigilance Commissioner, CVC  
E-mail Id:jagmohan.garg@gmail.com

**(END OF SECTION-I)**

**(SECTION-II)**

**INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
  - (i) Company's IFB/ Tender No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION - III**
- d) General Terms and Conditions: **SECTION-IV**
- e) Scope of work & Special Conditions of Contract: **SECTION-V**
- f) Commercial check list: **SECTION - VI**
- g) Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Proformas
- o) Annexure-I

**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



## **E-TENDER NO. NCP8491L19**

accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

### **5.2 DOCUMENTS COMPRISING THE BID:**

#### **(A) TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) 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.**
- (vi) Bid security in original

#### **(B) PRICED BID:**

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 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.

**6.2** 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 any consequential action on such account. A Bidder granting the request will neither be required nor permitted to modify their bid.

### **7.0 FORMAT AND SIGNING OF BID:**

**7.1** 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.

### **8.0 SUBMISSION OF BIDS:**

**8.1** 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. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

## **E-TENDER NO. NCP8491L19**

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 its proper usage by their employees.

**8.2** 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.

**8.3** 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.

**8.4** Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

**8.6** 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.

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

**9.1** Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

**9.2** 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.

**9.3** 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.

### **10.0 LATE BIDS:**

**10.1** 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.

### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** 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.

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

## **E-TENDER NO. NCP8491L19**

**11.3** 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 debarment from participation in future tenders, at the sole discretion of the company.

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

**12.1** 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.

### **13.0 BID OPENING AND EVALUATION:**

**13.1** Both “Techno-Commercial” and “Priced” bids will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.2** 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).

**13.3** Bids which have been withdrawn pursuant to Clause 11.1 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 (if applicable), whether documents have been properly signed (digitally) and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** 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.

**13.6** 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.

**13.7** 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.

## **E-TENDER NO. NCP8491L19**

**13.8** 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.

### **14.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

**14.3** 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.

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

### **15.0 CONTACTING THE COMPANY:**

**15.1** 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 13.5.

**15.2** 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.

### **16.0 AWARD CRITERIA:**

**16.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

**17.1** 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.

### **18.0 NOTIFICATION OF AWARD:**

**18.1** 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.

### **19.0 SIGNING OF CONTRACT:**

**19.1** 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)".

**E-TENDER NO. NCP8491L19**

**19.2** The successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection 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.

**20.0 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 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com)

**21.0 BID SECURITY:**

21.1 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 21.8.

21.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide Proforma-F or in another form acceptable to the Company : Bank Guarantee/LC issued from any of the following Banks only will be accepted :

i) Any Nationalised / scheduled Bank in India or  
ii) Any Indian branch of a Foreign Bank or

ii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Delhi / Noida,. Otherwise same will be deposited in OIL's bank account and will be returned by issuing an interest free demand draft of same amount after finalization of tender.

21.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the Company as non-responsive.

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

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

21.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.

**E-TENDER NO. NCP8491L19**

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

21.8 The Bid Security may be forfeited:

- i) If any bidder withdraws their Bid during the period of bid validity
- ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
- iii) If the bidder does not accept the LOA issued by Company within the validity of the bid
- iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.
- v) If the bidder furnishes fraudulent document/information in their bid.

21.8.1 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as per OIL's banning policy.

21.9 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the C-folder of OIL's E-portal. The original Bid Security shall be submitted by bidder at the office of Executive Director ( E&D) at the following address :

Office of E&D Directorate, OIL INDIA LTD,  
5th Floor, NBCC Centre  
Plot No.2,Okhla Phase-I,New Delhi-110020

The Bid security should be submitted in a sealed envelope which must reach Executive Director ( E&D)'s office before the Bid Closing date and Time failing which the bid shall be Rejected.

**NOTE: Bidders may also submit the Bid security online through E-Tender Portal**

**(END OF SECTION-II)**

**(SECTION-III)**

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

**1.0 BID EVALUATION CRITERIA:**

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

1.2 **Technical:** The bidder should have experience of at least one SIMILAR WORK of minimum value **Rs. 50,000,00.00(Rupees Fifty Lakh only)** in previous 7(seven) years reckoned from the original bid closing date.

SIMILAR WORK means providing consultancy services for financial & commercial due diligence of CBM block.

**Note to BEC Clause 1.2 above:** Documentary evidence in respect of experience should be submitted in the form relevant Letter of Award (LOA) / Work Orders along with copies of Completion Certificate / Payment Certificate showing Gross value of the job/ service, description of job/service and duration of the contract. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.

**1.3 Financial:**

1.3.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs. 50,000,00.00 (Rupees Fifty Lakh only)**

1.3.2 Net worth of bidder must be positive for preceding financial/ accounting year.

**Notes to BEC Clause 1.3 above:**

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

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

OR

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

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

1.4 Bidders are required to quote for all the items as per Bidding Format, otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

## **E-TENDER NO. NCP8491L19**

1.5 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.

1.6 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items inclusive of all liabilities including statutory liabilities as per Bidding Format.

1.7 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to 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.

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

1.9 **Purchase Preference** shall be allowed as per Government Guidelines in vogue (Public Procurement policy 2012).

### **2.0 BID REJECTION CRITERIA (BRC):**

2.1 The bids are to be submitted in single stage under single bid system i.e. Techno-Commercial Bid and Price Bid together.

2.2 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.

2.3 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

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

2.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in "**Technical Attachments**" area under "**RFx Information**" tab.

2.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price



## **E-TENDER NO. NCP8491L19**

- (ii) Period of validity of Bid
- (iii) Price Schedule
- (iv) Delivery / Completion Schedule.
- (v) Scope of work
- (vi) Guarantee of service / work
- (vii) Liquidated Damages clause
- (viii) Tax liabilities
- (ix) Arbitration / Resolution of Dispute Clause
- (x) Force Majeure
- (xi) Applicable Laws
- (xii) Specifications
- (xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.11 Bid received with validity of offer less than 90 (Ninety) days from the date of Bid opening will be rejected.

### **3.0 GENERAL:**

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

3.2 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.

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

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

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

**(END OF SECTION-III)**

**GENERAL TERMS AND CONDITIONS****1.0 DEFINITIONS:**

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Hiring services of consultant to review the Foreign Exchange and Interest Rate Risk Management Policy of OIL" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor / Consultant' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.6 'Services' means the work specified in Section V and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

**2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 Mobilisation Time: Not Applicable against this Tender / Contract.
- 2.3 Duration of this Contract: Draft Report within 10 days of commencement of the engagement and Final report within 5 days of receiving comments from OIL on draft report

**3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Services.
- 4.3 Contractor shall 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 successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

**6.0 PAYMENT TERMS:**

- 6.1 As detailed in Section-V.
- 6.2 No advance payment will be made against this contract.

6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.

**7.0 TAXES AND DUTIES:**

- 7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account and the Company shall not assume any responsibility on this account.
- 7.2 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 7.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 7.4 Goods & Services Tax (GST): Contract price will be inclusive of GST as applicable. GST as applicable will be borne by OIL
- 7.5 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 7.6 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 7.7 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 7.8 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 7.9 All local taxes, levies and duties etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

**8.0 STATUTORY OBLIGATIONS OF CONTRACTOR:**

- 8.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 8.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 8.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

**9.0 SUBSEQUENTLY ENACTED LAWS:**

- 9.1 In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.
- 9.2 The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

**10.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMMENCEMENT / COMPLETION OF WORKS AND SERVICES:**

- 10.1 In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 10.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

**11.0 WAIVERS AND AMENDMENTS:**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**12.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 12.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 12.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.
- 12.3 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. All information obtained by Contractor in the conduct of operations and the information provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

**13.0 NOTICES:**

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**Company****Contractor**

- a) **For contractual matters**  
Dy. General Manager (C&P)  
Oil India Limited  
E&D Directorate, 5th Floor, NBCC Centre,  
Plot No.2, Okhla Phase-I, New Delhi-110020  
Tel: 9717007927  
E-mail: aparna\_doley@oilindia.in
- b) **For matters relating to Scope of Work**  
General Manager (Technical)-E&D  
Oil India Limited  
Plot No. 19, Sector-16 A, NOIDA-201 301  
Tel: 9954486003  
E-mail: utpalnath@oilindia.in

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

**14.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**15.0 ASSIGNMENT AND SUB-LETTING:**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

**16.0 FORCE MAJEURE:**

- 16.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.
- 16.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 16.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

**17.0 TERMINATION:****17.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

**17.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate this Contract on account of 'Force Majeure' as set forth in Para 16.0.

**17.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**17.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this 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.

**17.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**17.6 CONSEQUENCES OF TERMINATION:**

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

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

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

**18.0 APPLICABLE LAW:**

18.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in New Delhi.

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

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.

- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) Goods & Services Tax (GST) Act.
- l) Environment Protection Act
- m) Public Liability Act
- n) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

**19.0 LIABILITY:**

- 19.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.
- 19.2 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 subcontractors 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.
- 19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 19.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect,



defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

19.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

**19.9 LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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.

**20.0 CONSEQUENTIAL DAMAGE:**

20.1 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 of 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.

**21.0 WITH-HOLDING:**

21.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

a) For non-completion of jobs assigned as per Section-V.

b) Contractor's indebtedness arising out of execution of this contract.

c) Defective work not remedied by Contractor.

d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.

f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

g) Damage to another Contractor of Company.

h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.

i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

j) With-holding will also be effected on account of the following:

i. Garnishee order issued by a Court of Law in India.

ii. Income-tax deductible at source according to law prevalent from time to time in the country.

iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

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

21.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## **22.0 MISCELLANEOUS PROVISIONS:**

22.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

22.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.

## **23.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:**

23.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.

## **24.0 SET OFF:**

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

## **25.0 ARBITRATION:**

25.1 **ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation,

effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

**a)** 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.

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

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

**c)** 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.

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

**e)** 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.

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

**g)** The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

**h)** 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.

**i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making

arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

**j)** The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

**l)** 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.

**25.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 25.1 & 25.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

**26.0 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 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com)

**(END OF SECTION-IV)**

**SCOPE OF WORK & SPECIAL CONDITIONS**

Scope of Work for Financial & Commercial Due Diligence and Buy Side Advisory services :

**Background :**

Oil India Limited(OIL) is currently evaluating an investment opportunity that involves taking a participating interest in a producing CBM asset in India. The Target, under a contract with the Government of India, is operating the CBM asset. The Target currently holds 100% of the participating interest in the CBM asset.

In the above background, OIL wishes to engage a Consultant to support OIL in undertaking a due diligence on the asset, assessing its fair value and providing advisory services to close the deal.

**Scope of work:**

The scope of work shall be as follows :

The Consultant will undertake the proposed scope of work in a phase-wise manner. In the first phase the Consultant will support OIL in undertaking a detailed financial, commercial and tax due diligence of the Target's asset. Based on the findings of the due diligence, the Consultant will prepare a valuation report of the Target's asset and support OIL in preparing and submitting a non-binding offer to the Target.

**A) Phase I: Due Diligence and Valuation support :****ACCOUNTING DUE DILIGENCE:**

a. Review the entity's/ block's internal financial reports (JOA, Finance committee, PSA/PSC etc.) and tax reports to the extent applicable for the last three years and most recent interim period. Analyze the reports, statements etc., identify and discuss with management, when applicable, matters such as:

- \* Significant and/or usual accounting policies, with their impact on financial statements;
- \* Accounts that involve a significant amount of judgment;
- \* Change in accounting principles, policies, procedures, practices and estimates;
- \* Unusual or non- recurring items;
- \* Accounting and auditing issues;
- \* Significant accounting judgments made;
- \* The existence of contingent and/or unrecorded liabilities;
- \* Financial and tax reporting requirements, if any.

b. Analyze the accounting/ finance related statements submitted to Govt./ Govt. agencies by Operator of the field and periodical statements issued by the Operator under various provisions of relevant PSC/PSA etc.

- c. Assess all contingent liabilities and contingent assets as on date, including pending capital or other financial commitments and guarantees initiated / likely to be initiated against the Company. Review of any off the balance sheet liabilities associated with working interest.
- d. Assess all associated risks and matters which may have financial implications.
- e. Obtain an understanding of the fixed assets capitalization and depreciation policies. Details of disposal, discard of the assets and the accounting of the same is to be reviewed. Also check and verify whether insurance coverage is taken for all assets and properties concerning the project.
- f. Obtain and analyze a list of significant capital and operating lease obligations, including (i) date of lease, (ii) lease term and (iii) payment terms.
- g. Update financial statements with audit adjustment entries and any other changes, as may be required.
- h. Obtain a summary of all key capital expenditure projects, including, breakdown of exploration, developments and operating expenditures. Analyze status of production level payments, royalty and lease payments, commercial bonus etc.
- i. Provide a closing statement of assets and liabilities relating to the Target Asset which should be correlated with JIB's.
- j. Carry cost, if any, and the exact amount should be captured and reported in the report indicating the time line for recovery of the same.

**TAX DUE DILIGENCE :**

- a. Fiscal regime as applicable to the Target and the block/Asset;
- b. The historic tax liabilities of Target including corporation taxes, VAT, payroll tax and any other tax, including a review of copies of tax returns and correspondence with the relevant authorities for the last three years;
- c. Details of any tax matters in dispute or matters of which the Target are aware that may be contentious;
- d. Details of any tax losses or credits carried forward by the Target;
- e. An analysis of the current and deferred tax provisions in the most recent audited financial statements of the Target and a review of the adequacy of these provisions;
- f. A reconciliation of the effective tax rate in the accounts to the statutory tax rate for the company;
- g. Details of any recent acquisitions or disposals of any company, businesses or assets including details of any tax warranties and indemnities given or received by the Target;
- h. Comment on the status of recent or current tax related litigation (if any) and on the nature and extent of identified tax contingencies;
- i. Summarize which years are open to tax audit- by type of tax and for the Target;
- j. Analyze tax aspects of significant non-recurring and unusual transactions;

- k. Analyze significant contracts (not more than 5 in number, to be identified in consultation with OIL) with suppliers and customers, assess tax risks in case where the contractual arrangements are not in compliance with current legislation;
- l. In connection with employer withholding taxes, payroll and social security taxes, VAT/GST, production taxes, municipality tax, property tax and other taxes, shall discuss with the Target's tax advisers and management whether the Target has complied broadly with the relevant statutory requirements and review related returns and correspondence with the relevant authorities.
- m. Analyze changes in the Target's structure and assess the resulting tax risk, if any;
- n. Assess the tax laws and provisions, tax liability and financial implication, if any, on OIL arising out of this transaction currently and in future;
- o. Assess if any tax is applicable to the proposed transaction (VAT, capital gain tax etc.) and payable by which party (buyer / seller).

**COMMERCIAL DUE DELIGENCE:**

- a. Review of commercial information/documents on the CBM Asset from the Seller pertaining to the following:
- § the nature and operations of the CBM Asset, including historical financial performance;
  - § any updated business plans, future performance estimates, or budgets for the CBM including scenarios, if applicable;
- b. Review of existing major gas sales agreements that the Seller has entered into with its customers;
- c. Provide views on the relevant regional oil and gas sector in general and the transaction in particular;
- d. Prepare a Financial Model based on the commercial terms of the contract signed with the Govt and technical inputs (projected production profile, capex and opex) to arrive at projected cash flows for the CBM Asset.

**VALUATION:**

- a. Carry out a valuation analysis of the CBM Asset using the financial model prepared and approved by OIL utilizing generally recognized and accepted methods of / approaches to valuation;
- b. Review and include tax and accounting implications to OIL as may be brought out by the results of the Tax & Accounting due diligence;
- c. After the completion of due diligence, the Consultant shall prepare and submit the final report (along with the linked files for valuation model) outlining the offer along with the bidding strategy to acquire the opportunity including any revisions thereof requested by OIL.
- d. The Consultant shall suggest the fair transaction value including financial/sensitivity analysis along with comparable companies' analysis, premium paid in precedent transactions, if any.
- e. Presentations to OIL Board as required.

f. The Consultant shall prepare a Non-Binding offer (NBO), complete in all respects, to be submitted by OIL, including price, commercial terms, protective clauses like representations / warranties, caveats etc.

**DURATION (TIMETABLE):**

Draft report to be submitted to OIL at the end of 4 weeks from the date of the LOA or the access to the data room whichever is later.

**Phase II: Buy Side Advisory services**

The Consultant shall act as an inter-face for discussions between OIL and the Target's management and Advisors (if required), including banks and shall provide necessary assistance during discussions, if any, including but not limited to:

- a. Subsequent to the acceptance of the Non-Binding Offer by the Seller, the Consultant shall assist and guide OIL at various stages of the negotiation of bid price, terms and conditions of the acquisition agreement with the Seller and (together with OIL's legal and other advisors) in the preparation of the final definitive agreements and closing the deal.
- b. Discussions /negotiations with the Target's management and Advisors.
- c. Revision of key bid assumptions and parameters, if required, and preparation of revised bid, if any.

**Deal Structure and Closure**

- a. Explore and suggest all options available to OIL for the financial structure of the deal. The characteristics of each option would be evaluated based on, but not limited to parameters like cost, security requirements, quantum, regulatory guidelines, etc.
- b. Structure the acquisition transaction and assist OIL in any proceedings relating to regulatory approvals, etc.
- c. The Consultant may, from time to time, be asked to make presentations to the management of OIL and its Board in New Delhi / Noida.
- d. Advice regarding any required announcement / circulars to be made to the shareholders / stock exchanges.
- e. Assist in negotiation and finalization of the definitive agreements. The Consultant shall assist in closing the transaction upon successful negotiations. The closing of deal shall be considered when the conditions of the various agreements related with the acquisition of the interest in the project are met (including those required as per the statutory requirement of appropriate laws) and OIL becomes a legal beneficial owner of interest in the asset(s).
- f. Provide such additional assistance as may be reasonably requested by OIL from time to time, in connection with the transaction.

**PAYMENT TERMS:**

Payment will be made on completion of the Scope of the Work and acceptance of the same by OIL.

**(END OF SECTION-V)**



**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Single Bid System?	Yes/ No
2.0	Whether documents related to Financial & Technical criteria submitted?	Yes/ No
3.0	Whether quoted offer validity of 90 (Ninety) days from the date of closing of tender?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.0	Whether prices submitted as per Bidding Format?	Yes/ No
5.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
7.1	Whether quoted any deviation?	Yes/ No
7.2	Whether deviation separately highlighted?	Yes/ No
8.0	Whether Bid Security in original submitted ?	Yes/ No
8.1	Whether Bid Security amount and validity are as per Tender ?	Yes/ No

Offer ref ..... Dated .....

**BIDDING FORMAT (SCHEDULE OF RATES)**

<b>Sl. No</b>	<b>Particulars</b>	<b>Lump sum price (INR.) (a)</b>	<b>GST in % (b)</b>	<b>Total Price including GST (INR) (a + b)</b>
1	<b>PHASE-I</b> Fees for Due Diligence and Valuation support of PI of CBM Block as per the scope of work in Section V.	<b>(In Figures &amp; Words)</b>	<b>(In % &amp; Figures)</b>	<b>(In Figures &amp; Words)</b>
2	<b>PHASE-II</b> Fee for Buy Side advisory services Taxes	<b>In Figures &amp; Words)</b>	<b>(In % &amp; Figures)</b>	<b>(In Figures &amp; Words)</b>

**NOTES:**

- 1) Lump sum price quoted for Phase-II should not be less than 15% of total quoted value.
- 2) Bidders to quote all inclusive charges including applicable GST. GST component to be indicated separately and same will be borne by OIL.
- 3) Bidder has to quote the rate both in figures and words.
- 4) All sums payable shall be subjected to deduction of applicable tax. GST as applicable shall be borne by OIL.
- 5) No advance payment will be made.
- 6) **Payment term** : The fees will be payable as under:

**Phase-I :**

- i) On submission of draft report – 80% of the phase-I fee shall be released.
- ii) On submission of NBO- Balance 20% of the phase-I fee shall be released.

**Phase-II :**

- i) On signing of term sheet – 50% of the phase-II fee shall be released.
- ii) On closure of the transaction – 50% of the phase-II fee shall be released.
- 7) The fees will be payable within 30 days from the date of receipt of the undisputed invoice.
- 8) No additional out of pocket expenses will be applicable. No expenses other than the fees as quoted will be payable by OIL for the entire scope of work/deliverables.

**(END OF SECTION-VII)**

**E-TENDER NO. NCP 8491L19**

**BID FORM**

To  
M/s. Oil India Limited,  
E&D Directorate,5th Floor,NBCC Centre,  
Plot No.2,Okhla Phase-I,New Delhi-110020

**Sub: TENDER No. NCP8491L19**

*Gentlemen,*

Having examined the General Terms & Conditions, Special Conditions of Contract, Scope of Work & Other Conditions of Contract and Schedule of Rates including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (*Total Bid Amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

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

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

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

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

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

**Signature of Authorised Signatory:** \_\_\_\_\_

**Name of Authorised Signatory:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**NOTE:**

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of ..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number :  
Signature

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

To  
Manager (C&P)  
E&D Directorate, 5th Floor, NBCC Centre,  
Plot No.2, Okhla Phase-I, New Delhi-110020

Sir,

**Sub: OIL's TENDER No. NCP8491L19**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **NCP8491L19** for **HIRING SERVICES OF CONSULTANT FOR GFINANCIAL & COMMERCIAL DUE DILIGENCE AND BUY SIDE ADVISORY SERVICES OF CBM BLOCK.**

Yours Faithfully,

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

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

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

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

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

**PROFORMA LETTER OF AUTHORITY**

To  
Dy. General Manager (C&P)  
E&D Directorate,5th Floor,NBCC Centre,  
Plot No.2,Okhla Phase-I,New Delhi-110020

Dear Sir,

**SUB: OIL TENDER No. NCP8491L19**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr./Ms. \_\_\_\_\_

(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **NCP8491L19** for **HIRING SERVICES OF CONSULTANT FOR FINANCIAL AND COMMERCIAL DUE DILIGENCE AND BUY SIDE ADVISORY SERVICES FOR CBM BLOCK .**

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

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

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

Yours faithfully,

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

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

---

Signature of Bidder with Official Seal



**SAMPLE FORM OF AGREEMENT**

THIS AGGREEMENT is made on the ..... day of ..... 2017, between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) \_\_\_\_\_ and has, by Letter of Award dated (Date of Letter of Acceptance) \_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) This form of Agreement,
  - b) The Letter of Award,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications, if any
  - e) The Priced Bid and Quantities,
  - f) The Schedules of Supplementary Information, if any
  - g) Special Conditions of Contract,
  - h) General Terms and Conditions
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**FORM OF BID SECURITY (BANK GUARANTEE)**

To:

Manager (C&P)

E&D Directorate,5th Floor,NBCC Centre,

Plot No.2,Okhla Phase-I,New Delhi-110020

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ against OIL INDIA LIMITED, New Delhi, India (hereinafter called the Company)'s IFB No. **NCP8491L19** for ..... ( herein after called "the Bid) KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2018 .

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

Or

- (3) If the Bidder furnishes fraudulent document / information in their bid.

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

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

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

A. Issuing Bank

1. Full address of the Bank:
2. E-mail address of the Bankers:
3. Mobile nos. of the Contact persons :

**E-TENDER NO. NCP 8491L19**

B. Controlling Office :

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(Signature, Name and Address)

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

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

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be **minimum 30 days after the end of the validity period of the Bid i.e Bid Security should be valid for minimum 120 days from Bid Closing date.**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

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

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

## **E-TENDER NO. NCP 8491L19**

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

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

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

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

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

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

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

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

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

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

## **E-TENDER NO. NCP 8491L19**

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

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

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

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

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

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

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

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

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

### **Section 5 -Previous transgression**

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

2. If the Bidder makes incorrect statement on this subject, he can be

## **E-TENDER NO. NCP 8491L19**

disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond

**E-TENDER NO. NCP 8491L19**

this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

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

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

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

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

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

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

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

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

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

Witness 1: .....

Witness 2: .....

Place.  
Date .



