



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

Business Development Department
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Noida – 201301, U.P.
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Website:www.oil-india.com

E-TENDER NO.: CQI-0840-P23 DT. 07.07.2022

For

Engagement of Advisor for Transaction Advisory Services for pursuing partnership opportunity in Green Hydrogen domain.

Date & time of closing of Tender: 04.08.2022 AT 03:00 PM (IST)
As mentioned in the of e-portal

Date & time of Technical Bid opening: 04.08.2022 AT 03:30 PM (IST)
As mentioned in the of e-portal

Date & time of Price Bid Opening : To be decided after technical bid opening

Jyoti Sarkar
MANAGER (BD)
FOR EXECUTIVE DIRECTOR (BD)

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FORWARDING LETTER**Sub: Invitation for Bids (IFB) No. CQI-0840-P23 for Engagement of Advisor for Transaction Advisory Services for pursuing partnership opportunity in Green Hydrogen domain**

- 1.0 OIL INDIA LIMITED (OIL), a “Navratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.
- 2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Engagement of Advisor for Transaction Advisory Services for pursuing partnership opportunity in Green Hydrogen domain**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal <https://etender.srm.oilindia.in/irj/portal> . You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CQI-0840-P23
Description of Work / Service	Engagement of Advisor for Transaction Advisory Services for pursuing partnership opportunity in Green Hydrogen domain
Type of IFB	Single Stage Two Bid System.
Bid Closing Date & Time	04.08.2022 at 15-00 hrs (Server Time).
Technical Bid Opening Date & Time	04.08.2022 at 15-30 hrs (Server Time).
Price Bid Opening Date	To be decided after technical bid opening
Bid Submission Mode	Bid should be uploaded on-line in OIL’s E-Procurement portal.
Bid Opening Place	Conference Room, BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201 301 UTTAR PRADESH
Bid Validity	120 days from Bid Closing date.
Bid Security (EMD)	NIL. However, bidders to submit a “Bid Security Declaration” accepting that if they withdraw or

	modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry
Duration of the Contract	1 year from the date of LOA
Quantum of Liquidated Damage for Default in Timely Delivery of Deliverables as per SOW	As defined in the tender.
Performance Bank Guarantee	Not Applicable
Integrity Pact	Applicable
Last date for receipt of pre-bid queries	09.07.2022 or two days prior to Scheduled Pre Bid Conference
Pre-bid Conference date	12.07.2022 (12.30 pm)
Venue of Pre-bid Conference	Conference Room, BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201301 UTTAR PRADESH
2.0 No physical Bid documents will be provided.	
3.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).	
4.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.	
5.0 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having " Organization Name " field other than Bidder's Name are not acceptable. Bidders are advised to go through " <u>User Manuals</u> " provided in OIL's E-Tender portal for bid submission procedure.	

3.0 **Pre-Bid Conference:**

- 3.1 A pre-Bid conference is planned to be held on 12.07.2022 at Conference Room of Business Development Department, Oil India Limited, Noida, 201301, to explain the requirements of Company

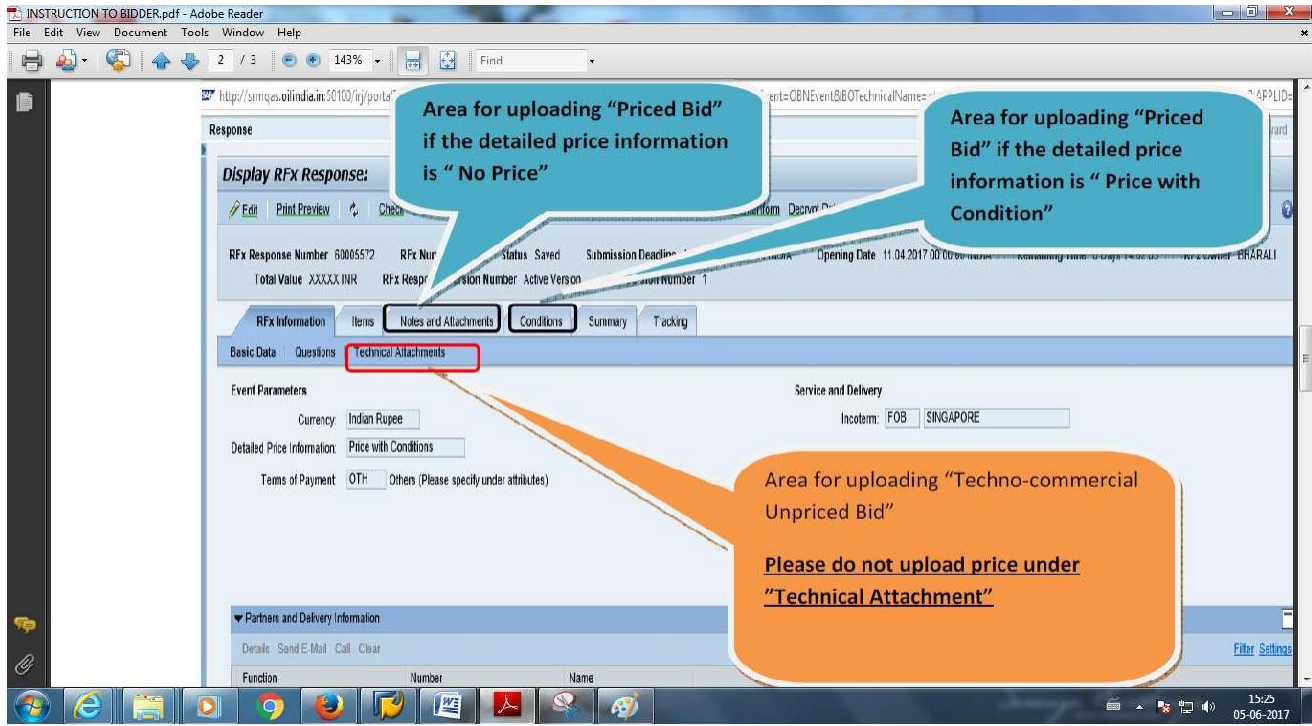
in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.

- 3.2 All costs for attending the pre-bid conference shall be borne by the prospective bidders themselves.
 - 3.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Manager-BD at jyoti_sarkar@oilindia.in atleast two days prior to the scheduled date of pre-bid conference.
 - 3.4 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, OIL may communicate the changes in this regard, if agreed any, through an addendum to tender document.
 - 3.5 Company reserves the right to not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.
- 4.0 **Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.
- 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 action against the erring / defaulting agency as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.
(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 120 (One hundred and twenty) days from the original 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, if applicable, amongst more than one contractor at the sole discretion of the Company.
- 10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

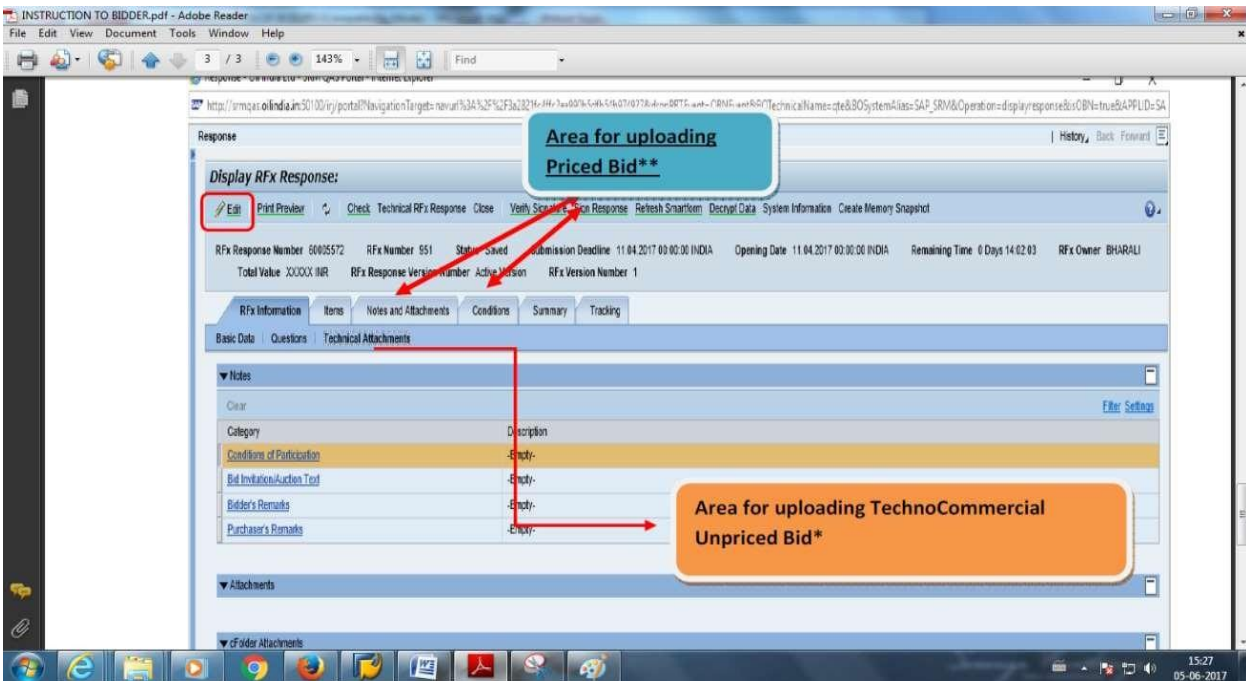
- 11.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 12.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- 15.0 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
- 16.0 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 Conditions of Contract: SECTION-IV
Scope of Work / Service: SECTION-V
Price Bid Format: SECTION – VI (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal)
Commercial Check list: SECTION – VII
Integrity Pact: SECTION – VIII
Confidentiality and Non-Disclosure Agreement: SECTION – IX
Undertaking for Authenticity of Information: ANNEXURE-I
- 17.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**
- 17.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.
- 17.2 Bidders to utilize the user-id / password issued to them to view the NIT and submit their bids on OIL's e-tender portal.

IMPORTANT NOTES:

- 17.3 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- 17.4 The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and addressed to Manager (BD), BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201 301 UTTAR PRADESH
- a) Power of Attorney for signing the bid.
 - b) Any other document required to be submitted in original as per bid document requirement.
 - c) Printed catalogue and literature if called for in the bid document.
- 17.5 The above document, must be received at OIL's BD Department at Noida on or before 15.00 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the documents shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.
- 17.6 Bid should be submitted online in OIL's E-procurement site before 3:00 PM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.30 PM (IST) at Conference Room, Business Development Department in presence of the authorized representatives of the Bidders.
- 17.7 If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.**
- 17.8 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. **The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in SECTION - III, - Commercial Criteria.**



On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated below:



***The “Techno-Commercial Un-priced Bid” shall contain all techno commercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

Note :

- * The “Technical Un-priced Bid” shall contain all techno-commercial details except the prices.
- ** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension.SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(Jyoti Sarkar)
Manager (BD)
For Executive Director (Business Development)

SECTION – II**INSTRUCTIONS TO BIDDERS**

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity & Duration of contract
 - (vii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely delivery
- (b) Instructions to Bidders (Section - II),
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (Section - III)
- (d) General Conditions of Contract (Section - IV),
- (e) Scope of Work and Special Terms and Conditions (Section -V)
- (f) Schedule of Rates (Price Bid) (section – VI)
- (g) Commercial Checklist (Section – VII)
- (h) Integrity Pact (Section – VIII)
- (i) Confidentiality and Non-Disclosure Agreement (Section – IX)
- (j) Undertaking for Authenticity of Information (Annexure – I)
- (k) Bid Form (Proforma – I)
- (l) Certificate of Annual Turnover & Net Worth (Proforma – II)
- (m) Proforma for affidavit / undertaking in terms of Note-II under Clause 1.2 of BEC/BRC (Proforma – III)
- (n) Statement of Compliance/Non-Compliance (Proforma – IV)
- (o) Proforma Letter of Authorisation for attending bid opening (Proforma – V)
- (p) Proforma Letter of Authority (Proforma – VI)
- (q) Proforma for E-remittance details (Proforma – VII)
- (r) Bid Security Declaration (Proforma – VIII)
- (s) Sample form of Agreement (Proforma – IX)

2.1 The bidder is expected to examine all instructions, forms, terms and

specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

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

B. PREPARATION OF BIDS

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services offered.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Copy of Bid-Form **without** indicating prices in PROFORMA-I
- (iv) Statement of Compliance/Non-Compliance as per PROFORMA-IV
- (v) Copy of Priced Bid **without** indicating prices (SECTION -VI)

(vi) Undertaking as per Annexure-I.

(B) PRICED BID

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

- (i) Price-Bid Format as per SECTION-VI
- (ii) Bid Form as per PROFORMA-I

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

For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

7.0 BID FORM:

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

8.0 BID PRICE:

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

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

8.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi / Entry Tax etc. (excluding GST) and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal

taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in **Indian Rupees** only and payment will be made accordingly in Indian Rupees.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 Requisite supporting documents regarding the technical and commercial bid to be submitted along with the bid.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity.

12.0 SIGNING OF BID:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder as mentioned in Para 13.1 below.

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-3" with organization name, the bid will be rejected.

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

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

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

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

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

13.0 SUBMISSION OF BIDS

13.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Price bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's eprocurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "**HELP DOCUMENTATION**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Price Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "TechnoCommercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The price bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents. Documents sent through E-mail/Fax/Telephonic method will not be considered.**

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the "IFB

No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name" and should be submitted to Manager (BD), BD Department, OIL INDIA LIMITED, PLOT NO. 19, SECTOR-16A, NOIDA-201301, UTTAR PRADESH on or before 15.00 Hrs (IST) on the bid closing date indicated in the IFB :

- i) Power of Attorney for signing of the bid digitally
- ii) Any other document required to be submitted in original as per bid document requirement.
- iii) Printed catalogue and literature if called for in the bid document.

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

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

13.3 Timely delivery of the documents in physical form as stated in Para 13.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

13.5 Bidder has to categorically sign and upload the Undertaking as per **Annexure-I** attached along with the techno-commercial bid in e-tender portal.

14.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:
Not Applicable for this tender.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

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

15.3 The documents in physical form as stated in Para 15.1 must be

received by Company at the address specified in the “Forwarding Letter” on or before 15.00 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment for a period of two(02) years from participation in future tenders of OIL.

18.0 EXTENSION OF BID SUBMISSION DATE:

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

19.0 BID OPENING AND EVALUATION:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **PROFORMA-V**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical RFX Response” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical RFX Response” Tab Page only in the E-portal.

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

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

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

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

19.7 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.

19.8 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.

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

19.10 Arithmetical errors will be rectified on the following basis. If there is

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

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

20.0 EVALUATION AND COMPARISON OF BIDS:

Price bids will be evaluated based on the total value quoted by the bidders in the Price Bid Format. The Bidders are requested to quote for all the line items.

20.1 DISCOUNTS / REBATES:

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

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

21.0 CONTACTING THE COMPANY:

21.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.5**.

21.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

AWARD OF CONTRACT

22.0 AWARD CRITERIA:

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

23.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

24.0 NOTIFICATION OF AWARD:

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

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

25.0 SIGNING OF CONTRACT:

25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

27.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

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

(END OF SECTION II)

SECTION – III**BID REJECTION CRITERIA & BID EVALUATION CRITERIA.****BID REJECTION / EVALUATION CRITERIA (BRC/BEC)****A. BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Scope of Work. 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 documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.0 TECHNICAL CRITERIA:

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.

1.2 A bidder should have the following experience of Transaction Advisory services. The Bidder shall furnish documentary evidences as mentioned below along with the bid to establish his experience / track record meeting the Technical Criteria.

(a) Bidder should have experience of having successfully carried out and completed Transaction Advisory services during the preceding 7 years prior to the final due date of bid opening, which experience should be the following:

i. Two Transaction advisory services of targets having valuation of Rs. 500 Crores and above each, in M&A deal in energy sector in India.

1.3 Supporting documentary evidences to be provided:

a) Copy of work Order or Contract agreement and completion certificate issued by the client showing reference no. of work order / agreement, date of completion of the work.

2.0 FINANCIAL CRITERIA:

2.1 Average Annual Financial Turnover as per Audited Annual Reports for the last three accounting years should be at least Rs.68.23 Lakhs (Rupees Sixty eight lakhs twenty three thousand) only.

2.2 Net Worth should be positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause No. 2.0 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BRC Clause 2.0 above:

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

i) Audited Balance Sheet and Profit and Loss account.

ii) A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business, (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA -II**.

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per **PROFORMA-III**.

c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.0.

3.0 Commercial Criteria

3.1 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders shall quote accordingly. Please note that no price details should be furnished in the Technical

(i.e. Unpriced) bid. The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. **Bids not conforming to this two-bid system shall be rejected outright.**

- 3.2 Bid security/EMD is not required against the tender. However, Bid Security Declaration is required and same must be submitted along with technical bid. The Bid Security Declaration format is attached vide Proforma-VIII. Any bid not accompanied with Bid Security Declaration (As per Format) will be rejected without any further consideration.
- 3.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.5 Validity of the bid shall be minimum 120 days from the final Bid Closing date. Bids with lesser validity will be rejected.
- 3.6 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with ‘Certificate Type: Organization 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. The bid signed using other than “Class 3” and “Organization” digital certificate, will be rejected.
- 3.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 3.9 Bids containing incorrect statement will be rejected.
- 3.10 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 3.11 The following points are deemed as “non-negotiable” and offer shall be rejected straightaway without seeking clarification:
 - i. Validity of bid shorter than validity indicated in the tender.
 - ii. Bid Security declaration not received as per format (As per Proforma VIII)
 - iii. In case the party refuses to sign Integrity Pact.

3.12 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- a. Firm price
- b. EMD / Bid Bond Bid Security Declaration
- c. Scope of work
- d. Specifications
- e. Price schedule
- f. Delivery / completion schedule
- g. Period of validity of bid
- h. Liquidated Damages
- i. Integrity Pact, if applicable

3.13 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

4.0 Price Schedule:

4.1 Bidder shall submit the Price Break up as per SECTION-VI. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments”. Evaluation of offers shall be done on as per price bid format.

4.2 Comparison of bids shall be done on Total Evaluated Cost on the basis of rates/ percentage (as stipulated) quoted in the Price Bid Format and contract shall be awarded to the L1 bidder.

4.3 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.

4.4 Price bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

4.5 **The Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide SECTION - VIII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by

the bidder's authorized signatory who sign the Bid. The name of the OIL's Independent External Monitors at present are as under:

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

- 4.6 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.
- 4.7 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for LCB Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in the General Terms & Conditions of LCB Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.
- 4.8 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 4.9 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

B. BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format to ascertain the inter-se-ranking on total value basis considering all the items. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

C. EVALUATED BID PRICE:

Qualified Bids and conforming to the terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- a) Commercial Bids shall be evaluated taking into account the Price/ percentage (as stipulated) quoted against as per Section -VI excluding GST.
- b) Contract will be awarded for all the items as per Price Bid Format.

D. INTER-SE-RANKING OF THE QUALIFIED BIDS:

To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates/ percentage (as stipulated) quoted in the Price Bid Format.

E. GENERAL:

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

(END OF SECTION III)

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

In the Contract, the following terms shall be interpreted as indicated:

- (a) "**Contract**" means the Agreement entered into between Company and Advisor, including all attachments and appendices thereto and all documents, incorporated by reference therein;
- (b) "**Contract Price**" means the amount payable to Advisor under the Contract for the full performance of its contractual obligations;
- (c) "**Company**" or "**OIL**" means Oil India Limited;
- (d) "**Advisor**" means the Entity performing the Services under the Contract.
- (e) "**Advisor's Personnel**" mean the personnel to be provided by the Advisor (including their affiliates / subsidiaries) to provide services as per the Contract.
- (f) "**Services**" means the work specified in the Contract and all other obligations mentioned in the scope of work / terms of reference to be performed by the Advisor, pursuant to and in accordance with the terms of the Contract.
- (g) "**Party**" means the Company or the Advisor, as applicable; and "**Parties**" means both of them.
- (h) "**Conflict of Interest**" is where one person has multiple interests and there is the risk that one of these interests may adversely affect another.

2.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT

2.1 The Contract shall become effective as of the date the Company notifies the Advisor in writing (Through Letter of Award i.e. LOA) regarding Award of Contract. The duration of Contract, to be reckoned from the date of LOA, shall be for a period as set forth in the Tender document to which the Contract relates or extension, if any, thereof, or till termination pursuant to clause 14.0

3.0 GENERAL OBLIGATIONS OF ADVISOR

3.1 The Advisor shall, in accordance with and subject to the terms and conditions of this Contract:

- a. Perform the Services and carry out the obligations, which are required by the terms of the Contract or which reasonably can be implied for such terms as being necessary for the successful and timely completion of the services, in accordance with accepted professional techniques and methodology. The Advisor shall provide the Company with service quality in accordance with good practices adopted for similar consultancy services.
- b. The Advisor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of the bid for the services to be performed and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- c. The Advisor shall always act, in respect of any matter relating to the Contract, as professional Advisors to OIL and shall at all times in the context of the Contract support and safeguard OIL's legitimate interests in any dealings with third parties.

4.0 GENERAL OBLIGATIONS OF THE COMPANY

- 4.1 Company shall, in accordance with and subject to the terms and conditions of the Contract:
 - a. Pay the Advisor in accordance with terms and conditions of the Contract.
 - b. Perform all other obligations as required of the Company by the terms of the Contract.

5.0 TEAM MEMBERS

- 5.1 For performance of the Services, the Advisor will establish a team of qualified individuals from appropriate speciality areas within the organization. The Advisor shall be responsible to OIL for all acts of its team of individuals, Affiliates and subsidiaries acting within the scope of the Contract.
- 5.2 If any one of the team members of the Advisor has committed serious misconduct or has been charged with having committed a criminal action, or OIL is dissatisfied with the performance of any key team member, then the Advisor shall, at OIL's written request specifying the grounds thereof, provide a replacement entirely at their own expenses.
- 5.3 Any changes to the original Team shall be carried out in consultation with OIL. Such changes shall be of suitable qualified persons, of equivalent expertise, experience and specialty and shall not absolve the Advisor from its obligations under the Contract. The Advisor shall bear all additional travel and other costs arising out of or incidental to any removal or replacement of any member of the team.

5.3 Advisor's key personnel shall be fluent in English language (both writing and speaking)

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Advisor warrants that they shall perform the work in a professional manner and in accordance with a high degree of quality, efficiency and in conformity with the specifications set forth or referred to in the Scope of Work / Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Advisor.

6.2 The Advisor hereby represents and warrants that the advice, assistance, information or reports provide by them shall represent the Advisors best judgement in the best interest of the Company and be true correct and justified.

6.3 Should Company discover at any time during the tenure of the Contract that the services does not conform to the foregoing warranty, Advisor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the Services conform to the Warranty. Such corrective services shall be performed entirely at Advisor's own expenses.

7.0 **CONFIDENTIALITY**

7.1 The Company and the Advisor agree to keep confidential the terms and conditions of the Contract. The Advisor will keep confidential (i) any data/ information related to the Transaction which is not in the public domain and which may have a material effect on the Transaction, and (ii) in any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by OIL to the Advisor. Further the Advisor agrees that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Transaction (excluding the Government of India, Ministry of Petroleum & Natural Gas or any such regulatory body which has the authority to ask for such information under the law) except in accordance with the written authority of OIL. For the avoidance of doubt, the Advisor is permitted to disclose information to any of their affiliates' employees consulted in connection with the services and the restrictions in this clause shall not apply to any information (i) required to be disclosed to any authority pursuant to any applicable law, regulation or legal process, or (ii) which is at the time of disclosure is in the public domain (other than as a result of the breach of the Contract by such person).

7.2 The provisions and obligations of the clause shall continue in force after the termination or successful completion of the Services. However, in the event of buy side due diligence, the clause shall be valid for a period of two (02) years after termination / completion of the Transaction, subject to Company's CA with the Seller.

7.3 Each Party is responsible to ensure that all persons to whom the confidential information are disclosed shall keep such content confidential and shall not disclose or divulge the same to any unauthorized person.

7.4 Any document supplied to the Advisor in relation to the Contract itself remain the property of Company and shall be returned to Company on completion of Advisor's performance under the Contract, if so required by Company. Notwithstanding the foregoing, Advisor may retain copy of confidential information pursuant to law, regulatory requirement and its normal document retention and electronic archiving policies. All information obtained by Advisor in the conduct of operations and the information/maps provided to the Advisor shall be considered confidential.

8.0 TAXES

8.1 Taxes levied as per the provisions of Indian Income Tax Act (excluding service tax and education cess) and any other enactment / rules on income derived / payments received under the Contract will be on Advisor's account.

8.2 The Advisor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to services rendered under the Contract for submitting the same to the Tax authorities, limited to the Advisor and his affiliates / subsidiaries, on specific request from them.

8.3 Indian Goods and Services Tax, as applicable, shall be on Company's account. Withholding tax, if any, shall be borne by the Advisor and the Company shall take no liability on this account. OIL in such case(s) shall make payment after deducting withholding taxes as per the provisions of the Indian income tax Act.

8.4 Corporate and personnel taxes of the Advisor and his personnel shall be the liability of the Advisor and the Company shall not assume any responsibility on this account.

9.0 INSURANCE

9.1 The Advisor shall arrange insurance to cover all risks / liabilities of any kind and as may be required by any applicable government or appropriate bodies in respect of their personnel, belonging to the Advisor or its affiliates / subsidiaries, during the tenure of the Contract. OIL in no way will be responsible or liable on this account.

10.0 CHANGES

10.1 During the performance of the work, Company may make a change in the Services to be provided by agreement within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the work to be performed. Advisor shall perform the work as changed. Changes of this nature will be effected by written order (Change Order) by the Company.

10.2 If any change result in an increase in compensation due to Advisor or in a credit due to Company, Advisor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Such estimates shall be based on the rates shown in the respective Price Bid Format. Upon reaching an agreement as to the increase in compensation due to the Advisor or credit due to Company, as the case may be within the provisions of the Contract, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

11.0 INDEMNIFICATION

11.1 The Company agrees to indemnify and hold harmless, the Advisor and its Affiliates, and each of their respective partners, directors, employees from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "Claims") and any and all losses, damages, expenses, costs (collectively "Losses") which relate to or arise directly from the Engagement. Such Claims and/ or Losses shall be reimbursed by OIL after final adjudication in accordance with Settlement of Disputes and Arbitration as provided under clause 23.0. The Advisor shall not be entitled for any reimbursement of any Claims and/ or Losses to the extent that they are finally determined by the authority of competent jurisdiction to have resulted primarily from the Advisor's gross negligence.

11.2 The Advisor agrees to indemnify and hold harmless, OIL and its Affiliates, and each of their respective directors, employees from and against all actions, claims, demands, proceedings, liabilities or judgments (collectively "Claims") and any and all losses, damages, expenses, costs (collectively "Losses") which relate to or arise directly from the Engagement. Such Claims and/ or Losses shall be reimbursed by the Advisor after final adjudication in accordance with Settlement of Disputes and Arbitration as provided under clause 23.0. OIL shall not be entitled for any reimbursement of any Claims and/ or Losses to the extent that they are finally determined by the authority of competent jurisdiction to have resulted primarily from the OIL's gross negligence.

11.3 In the event that the Advisor has the opportunity to settle any Claims with a third party relating to the Contract, it will give prior notice to the Company.

11.4 Both the parties shall at all times keep the other party informed of all material developments in relation to any claim, litigation, proceeding, investigation etc. in respect of which it is indemnified hereunder and shall consult with the other party in good faith in relation thereto.

12.0 CONFLICT OF INTEREST

12.1 The Advisor hereby represents and warrants that after signing of the Contract, it shall not take or not fail to take any action, which would affect the performance of

its duties and obligations under this engagement or may cause a conflict of interest to the Transaction as set out in the Contract. The Advisor shall keep OIL informed for any potential conflict of interest that has risen / may arise.

13.0 FORCE MAJEURE

- 13.1 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 Advisor) 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.
- 13.2 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.
- 13.3 Should 'Force Majeure' condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the Contract rates shall apply for the first fifteen days. Either party will have the right to terminate the Contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

14.0 TERMINATION

- 14.1 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.
- 14.2 The Company may by giving seven (07) days written notice, terminate the Contract as specifically provided herein:
- a. If the Advisor becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any Agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
 - b. If the Advisor submits / had submitted false and / or incorrect statement to OIL which has a material effect on the rights, obligations or interests of OIL,

- c. If the Advisor is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days (or such longer period as OIL may have subsequently approved in writing) following the receipt by the Advisor of OIL's notice specifying such breach;
 - d. If the team assigned to the engagement is changed by whatsoever reason and the Advisor fails to replace the similar suitable qualified persons of equivalent expertise, experience and specialty to the satisfaction of OIL;
 - e. If the Advisor fails to commence the Services or has without any lawful reason, delays the services beyond the delivery timeline.
- 14.3 The Advisor may by giving seven (07) days written notice, shall have the right to terminate the Contract as specifically provided herein:
- a. If the Company becomes insolvent or bankrupt or winding up proceedings are initiated against it or it enters into any agreement(s) for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation, receivership or restructuring, whether compulsory or voluntary;
 - b. If the Company is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty (30) days following the receipt by OIL of the Advisor's notice specifying such breach.
- 14.4 The Parties, for valid, authentic and justified reasons may also mutually decide to terminate the Contract on mutually agreed terms. The Party desirous of termination will intimate the other Party conveying its intension and justification to terminate
- 14.5 No termination under this section will affect any clause of the Contract which states that it shall survive termination. For the avoidance of doubt, clause regarding "Confidentiality", "Payment, manner of payment, Rates of payment & invoicing procedure", "Governing Law and Jurisdiction" "Indemnification" and "Settlement of disputes and Arbitration" will survive termination.
- 14.6 **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.
- 14.7 Upon termination of this Contract, all the data, information, material, records, documents, copies of opinions and advices, maps, tapes etc. available, received or generated by the Advisor in connection with the discharge of its obligations under the Contract shall become the sole and absolute property of OIL and shall be returned within fifteen (15) days subject to clause 7.4 above.

14.8 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 stand terminated.

15.0 **LIMITATION OF LIABILITY**

15.1 Notwithstanding any other provisions to the contrary in this Contract, except only in cases of wilful misconduct and / or criminal Acts, neither the Advisor nor the Company shall be liable to the other, whether in Contract or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs.

15.2 Notwithstanding any other provisions incorporated elsewhere in the Contract, the total aggregate liability of either Party in respect of the Contract, shall not exceed hundred (100%) percent of Contract Price, provided, however this limitation shall not apply to the cost to re-perform to rectify deficient services by the Advisor.

16.0 **CONSEQUENTIAL DAMAGE:**

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

17.0 **EXTERNAL ADVISORS**

17.1 External Advisors, aside the Consultancy services set forth in the Tender document, to which this Contract relates, may be appointed by the Company in connection with the Transaction. Advisor engaged by the Company, under this Contract, will work in close co-ordination with such other Advisors engaged by the Company.

18.0 **LIQUIDATED DAMAGES**

18.1 The Advisor shall adhere to the delivery timelines stipulated in the Tender relevant to the Contract or extension, if any, thereof. In the event of the Advisor's default in timely completion of the work within the stipulated period the Advisor shall be liable to pay liquidated damages at the rate of 1/2% of the total value of the Contract, per week or part thereof of delay subject to maximum of 7.5% of the total value of the Contract.

18.2 The period for levy of Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in the Tender to which the Contract relates or extension, if any, thereof. The Company, for breach of contract as stated in 19.1 above, may recover the liquidated damages as above from the Advisor

19.0 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in accordance with Laws of India. The Indian courts in New Delhi shall have the exclusive jurisdiction.

20.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE

20.1 Company shall pay to Advisor, during the term of the Contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company, unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

20.2 **MANNER OF PAYMENT:** All payments due by Company to Advisor shall be made at Advisor's designated bank. All bank charges will be Advisor's account. To enable the Company to make e-remittance, the requisite format set in the Tender is to filled up / submitted along with the Bid.

20.3 The company will issue necessary work-order for the Services. On completion, the Advisor shall submit the Final report and shall invoice the Company after completion of the Services.

20.4 Advisor will submit three (03) set of all invoices to Company given address duly super scribed 'Original' and 'copy' as applicable for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by the Advisor for foreign currency and Indian currency.

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

20.6 Company shall within 20 days of receipt of the invoice notify the Advisor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.

20.7 The acceptance by Advisor of part payment on any invoice, not paid on or before the due date, shall not be deemed a waiver of Advisor's rights in respect of any other billing, the payment of which may then or thereafter be due.

21.0 SET OFF

21.1 Any sum of money due and payable to the Advisor under this Contract or any other Contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited for payment of a sum of money arising out of this Contract or under any other Contract made by the Advisor with Oil India Limited after giving seven (07) days' notice to the Advisor.

22.0 SETTLEMENT OF DISPUTES AND ARBITRATION

- 22.1 All disputes or differences, whatsoever arising between the Parties relating to the Contract or the breach thereof, shall be resolved amicably by good faith negotiation. In the event the dispute cannot be resolved within a time line of thirty (30) days, the Contract shall be subject to arbitration under the UNCITRAL Rules.
- 22.2 Notwithstanding anything to the contrary in such Rules, there shall be three arbitrators, one appointed by OIL, one by the Advisor and the third person by the two earlier appointed arbitrators.
- 22.3 The venue of arbitration, for both as stated in 22.1 above, shall be at New Delhi. The Award made in pursuance thereof, shall be binding on the Parties.
- 22.4 No aspect of any arbitration proceedings shall be made public by either party unless required by law, regulation, directive or request of judicial, legislative or regulatory body.

23.0 NOTICES

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

COMPANY

Advisor

Executive Director (BD)

OIL INDIA LIMITED

Plot No.19. Sector - 16A.

NOIDA - 201 301

Tel No. 91-0120-2419130

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

24.0 REPORTS AND VERIFICATION

- 24.1 The Advisor shall, at all times, permit the Company and its authorized representatives to scrutinize / verify methodology in connection with the said services, subject to the Advisor's internal policies and procedures. The Advisor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

25.0 SUBSEQUENTLY ENACTED LAWS

25.1 Subsequent to the date of submission of Advisers bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost / reduction in cost to Advisor on account of the operation under the Contract, the Company / Advisor shall reimburse / pay Advisor / Company for such additional / reduced costs actually incurred.

26.0 ACCESS

26.1 Company agrees to provide to the Advisor all information requested by the Advisor and considered reasonable, appropriate, proper and necessary by the Parties for the purpose of the Contract. In performing its services hereunder the Advisor shall be entitled to rely upon and assume the accuracy and completeness of all information that is available in the PDR / VDR and of all information that has been furnished to the Advisor (or its Affiliates or subsidiaries) by the Company or its authorized representative(s) or the Seller. The Advisor shall exercise its professional judgment in the assessment and use of such information in the interest of OIL. Further, in assessing this information, the Advisor would act in line with the international norms expected of an Advisor of similar standing. In addition, OIL agrees to promptly inform the Advisor of any material, event or change that comes to the knowledge of OIL as may be relevant to the Contract, during the term of the engagement

27.0 WAIVER & AMENDMENTS

27.1 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.

28.0 SEVERABILITY

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

29.0 INTELLECTUAL PROPERTY RIGHTS

29.1 While performing the Work for the Company, Advisor may utilise expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are the Advisors exclusive property and which Advisor may freely utilize in providing services for its customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment,

Advisor does not develop any intellectual property for ownership by the Company. Advisor retains sole ownership of any such intellectual capital (including intellectual property) which may be created during the course of the services.

29.2 But any data pertaining to the Asset will not be disclosed to any third Party and the confidentiality clause shall be strictly adhered to in this regard.

30.0 MISCELLANEOUS PROVISIONS

30.1 Advisor including their personnel, Affiliates or Subsidiaries shall comply will all laws, regulations and requirements of local or other authority in the Country where the Services are to be performed / target is located, to the extent that any provisions of this Contract would cause any Party to violate or be penalized under the specified laws, that provision shall not apply, shall not be enforceable and shall not be interpreted as part of this Contract.

30.2 The Advisor shall be responsible for payment of all taxes, duties and charges assessed or levied by local or other authority in the Country where the Services are to be performed / target is located.

31.0 PUBLIC ANNOUNCEMENTS

The Advisor shall not directly or indirectly issue or make any public announcement or statement regarding the Engagement / or Transaction unless prior thereto it furnishes OIL with a copy of such engagement or statement and obtains the prior written consent (which shall not be withheld unreasonably) except such announcements which are necessary of any applicable law or regulation or court order.

(END OF SECTION IV)

SECTION -V**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**

- A.** The Transaction Adviser will be required to undertake tasks related to all aspects of the strategic acquisition culminating into successful completion of the Transaction and would, inter alia, include but not limited to the following:
- Oversee the management and co-ordination of complete process along with other Advisers appointed by OIL on the transaction up to the final stage of payment of consideration to the Shareholder(s) and transfer of shares to OIL under the transaction.
 - Financial and Commercial Due diligence of Target based on data available in Public domain, Information Memorandum, data room set up for the purpose by the Target/Seller.
 - Identifying the transaction rationale, synergy of target and its subsidiaries/JVs/Associates with OIL.
 - Assist in identifying key issues which would need to be addressed for optimal integration of the Target with the business activities of OIL
 - Risk analysis for identification of various risks including economic, commercial, financial, technical etc. associated with the transaction and preparation of Risk Matrix and mitigation measures thereof.
 - Work in close association with Valuation Adviser and provide necessary input as and when required by them. Keep Valuation Adviser duly informed about the timeline and deliverables expected from them.
 - Provide the final valuation matrix/fairness opinion considering the valuation range provided by the Valuation Advisor. If there is difference between the final valuation and the valuation given by the Valuation Advisor, provide reasoning of difference in valuation.
 - Assist in preparation of counter offer / final offer for the acquisition.
 - Assisting in legal and regulatory issues/compliances in collaboration with Legal Adviser.
 - Presentation to various stake holders as and when required.
 - Assist and advise negotiation with seller/other stake holder(s) including valuation report (Gap analysis), if any, provided by the Seller.
 - Formulation of leak strategy.
 - Formulation of communication strategy and preparation of various communications, press releases etc. Strategy for interaction with media, proxy

advisory firms, employees, lenders, Institutional Investors etc, as may be required by OIL.

- Assist as required in conjunction with Tax Advisor(s) of OIL.
- Strategy/FAQ materials for various stakeholder constituencies – shareholders, Institutional Investors-Domestic and Foreign, creditors, employees, regulators, media etc, as may be required by OIL
- Submission of Transaction Advisory Report.
- Rating advisory
- Advising on various options for financing the acquisition of shares
- Post-closing support to the client in relation to above scope items for period of 6 months post completion of transaction.

B. The Transaction Adviser shall sign back to back **confidentiality agreement** to be signed between OIL and Seller/Target to keep and maintain confidentiality during and after the transaction as per the confidentiality agreement.

C. DELIVERABLES:

1. The consultant is required to provide information and interact regularly with the other Advisors/Consultants, if any, engaged by OIL during the term of the agreement.

2. The data/information may be available either in English or any other language. The consultant is required to take care of any translation need of the documents relevant to its assignments on its own in case the need arises. OIL will not pay/reimburse any extra amount in this regard.

3. The consultant shall prepare and submit two Due Diligence reports; interim report within THREE weeks of access to the data and final report within 1 week after receiving comments from OIL on the interim report submitted by the consultant. The final report will be in detailed form covering all the aspects stated in the scope of work and shall also include the observations/suggestions of OIL on interim reports. The Consultant shall in all cases adhere strictly to the timelines indicated by the target and the process.

4. The consultant shall prepare and submit the final reports acceptable to OIL after the completion of the work as per the scope along with the recommendations.

5. The consultant must give one presentation at OIL's Corporate office, Noida after submission of the interim report. Presentations may also be made by the consultant to OIL Management and Board of Directors as and when required within the contract period.

6. All Deliverables including presentations shall be submitted in 03 (three) hard copies & 01 (one) soft copy (including excel models).

7. Notwithstanding the timelines as indicated above, the Consultant shall complete the job in time so as to meet the requirements set by the target and OIL from time to time for successfully completing the scope of work.

8. Execution of Definitive Agreements as per Scope of Work.

9. Post-closing support to OIL in relation to above scope items for period of 6 months post completion of transaction.

10. Any other deliverables, as required, as per the scope of work.

D. Payment Terms:

1. The Payment terms shall be 100% against completion of the milestones as mentioned in Schedule of Rates.

(END OF SECTION V)

SCHEDULE OF RATES (PRICE BID FORMAT)

Sl. No	Description of Services	Unit of Measurement	Estimated Quantity	Unit Price (Rs.)	GST	Total Amount (Rs.)
A	B	C	D	E	F	G = E +F
10	On submission and acceptance of Due Diligence Report	Lumpsum	1.00			
20	On execution of definitive agreements	Lumpsum	1.00			
30	On completion of six months post closure support	Lumpsum	1.00			
TOTAL LUMP SUM FEES FOR ENGAGEMENT AS TRANSACTION ADVISER, (Rs.) =						

Notes:

- Fee in respect of (Sl No.10,20 and 30) above , shall be all - inclusive (including travelling , halting , boarding and lodging expenses etc.) consolidated fee for work completion, as per the Scope of Work .
- The Fee is inclusive of all applicable Taxes except GST which is shown separately in the table above. Necessary taxes / TDS shall be deducted by OIL as per statutory provisions.

Note for Bidders:

- Price evaluation will be done on Grand Total value above.
- GST should be separately shown. Necessary taxes / TDS shall be deducted by OIL as per statutory provisions.
- The Payment terms shall be 100% against completion of the milestones as mentioned in Schedule of Rates.
- Fee shall be payable within thirty (30) days of receipt of undisputed invoice (s), subject to the conditions that the provisions listed under the Scope of work has been covered. The Advisor shall submit the invoice(s) in duplicate.
- OIL shall make the payments as per stipulation in the Tender through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account. Successful bidder will have to provide bank details (at the time of the execution of the Contract) in the prescribed format.
- The quoted Fee shall not be subject to any escalation and shall remain firm throughout the Contract period. Any charges for outside professional assistance, if hired by the Advisor, shall not be payable by OIL.
- Performance Security: NIL.

(END OF SECTION VI)

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 Two Bid System?	Yes/ No
2.0	Whether submitted Bid Security Declaration? (To provide details if exempted)	Yes/ No
3.0	Whether quoted offer validity of 120 days from the original date of Technical bid opening?	Yes/ No
4.0	Whether all BEC/BRC clauses accepted?	Yes/ No
4.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
4.2	Whether Undertaking submitted as per Annexure-I towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	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
6.1	Whether Integrity Pact accepted?	Yes/ No
6.2	Whether Integrity Pact along with the Un-priced Techno-Commercial Bid?	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

Offer ref Dated

(END OF SECTION-VII)

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 **Tender No.....** 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:

(i) 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.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/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.

(i) 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.

(ii) 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.

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

(iv) The Bidder/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.

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc.

shall be outside the purview of IEMs.

Date :

For the Bidder/Contractor

Place :

Witness 1:

Witness 2:

(END OF SECTION VIII)

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is executed on..... ’ 2022 between

M/s.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s _____ have entered into a contract for _____ . M/s _____ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.

2. Each party agrees that:

- a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
- b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
- c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
 - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
 - c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
- Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.

6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 20__.

M/s.....

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

(END OF SECTION-IX)

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,

**Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida**

Madam/Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone
No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

BID FORM

To

**Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida**

Sub: IFB No. CQI-0840-P23

Madam/ Sir,

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

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

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

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

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

Dated this _____ day of _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

FORMAT OF PROFORMA - II**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... (As the case may be) are correct.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:

**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF NOTES TO
BRC UNDER CLAUSE 2.0 OF BEC/BRC OF TENDER NO. CQI-0840-P23**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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

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

(Authorised Signatory)

Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

To,

Manager(BD)

Business Development Department

OIL INDIA LIMITED

Corporate Office, Noida

Madam/Sir,

Sub: OIL's e-Tender No. CQI-0840-P23

We hereby authorise Mr. /Ms. _____(Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____ **Name:** _____
Designation: _____

Seal of the Bidder:

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

LETTER OF AUTHORITY

To,

**Manager(BD)
Business Development Department
OIL INDIA LIMITED
Corporate Office, Noida**

Madam/Sir,

Sub: OIL's IFB No. CQI-0840-P23

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

_____.

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

Yours Faithfully,

Authorised Person's Signature: _____ **Name:** _____
Designation: _____

Seal of the Bidder:

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

BID SECURITY DECLARATION

To,

OIL INDIA LIMITED

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, CORPORATE OFFICE, NOIDA, INDIA (hereinafter called the Contractor)'s tender No..... for.....

(hereinafter called 'the Bid') KNOW ALL MEN by these presents that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, before the deadline defined in the NIT / Purchase Order, then I/We shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Signature & Seal of the Bidder

SAMPLE FORM OF AGREEMENT

This Agreement is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Corporate Office at Noida in the State of Uttar Pradesh, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s.

_____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the

Contractor against Company's IFB No., All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) General Conditions of Contract,
- (b) Scope of Work
- (c) Schedule of Rates/Price Bid Format (SECTION-VI)
- (d) Agreement Form(PROFORMA-IX)

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

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

IN WITNESS thereof, each party has executed this contract at Noida, Uttar Pradesh as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Contractor Company
Name:

For and on behalf of
(Oil India Limited) (M/s. _____)
Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

* Bidders are NOT required to complete this form.