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OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: *contracts@oilindia.in*
Website: www.oil-india.com
FAX: (91) 374-2803549

NOTICE INVITING TENDER

Subject: IFB No. CDO7115L25 – Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.

This tender has been issued to the following five (5) parties who have been empanelled as per framework agreement provision of earlier Tender No. CDO3235P24 only:

i) M/s. Assam Petroleum Limited
ii) M/s. Asian Drilltech Energy
iii) M/s. Petrotech
iv) M/s. Western Oil Field Services
v) M/s. South Asia Consultancy

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FORWARDING LETTER

M/s_____
_____
_____
_____

Subject: IFB No. CDO7115L25 – Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a "Maharatna" 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. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **Limited E-TENDER Single-Stage Two Bid System** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for "**Hiring services of operation and maintenance of One (1) Workover Rigs of OIL".** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid 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:

(i)	IFB No./E-Tender No.	:	**CDO7115L25**
(ii)	Type of Bid	:	**Limited Indigenous E-Tender, Single=-Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	**13th August 2024 [11:00 Hrs. Server Time]**
(iv)	Technical Bid Opening Date & Time	:	**13th August 2024 [14:00 Hrs. Server Time]**
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.

(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum **Ninety (90)** days from Bid Opening Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**Thirty (30) days** from the date of issue of Mobilization Notice by OIL after issuance of LOA.
(x)	Bid Security/EMD Amount	:	**a) Rs. 31,07,000.00** (Rupees Thirty-One Lakh Seven Thousand) only. Refer Clause No. 12.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	**Minimum upto 31.01.2025.**
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii)	Amount of Performance Security	:	5% of Contract value. **Refer Clause No. 27.0** of Instruction to Bidder (ITB)
(xiv)	Validity of Performance Security	:	**Ninety (90)** days beyond contract period.
(xv)	Location of job		Assam & Arunachal Pradesh
(xvi)	Duration of the Contract	:	Four (4) years from the date of commencement of operation.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause under Special Conditions of Contract (SCC).

(xviii)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	05.08.2024 Note: OIL will not be liable to respond to any queries received after the last date.
(xxi)	Whether tendered item is splitable	:	No

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with 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 other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the CGM-Contracts (HoD) in presence of the authorized representatives of the bidders.

5.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the "**Technical Attachment**" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

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

8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

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

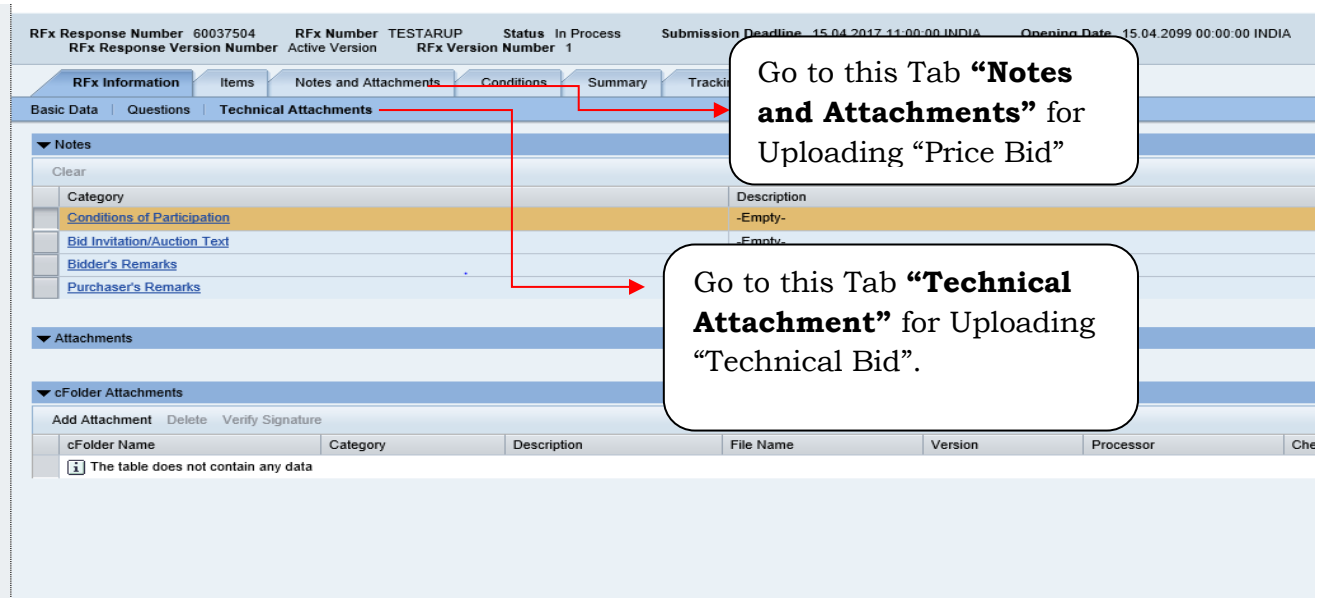
8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar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

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

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

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

9.0 SCREEN SHOTS



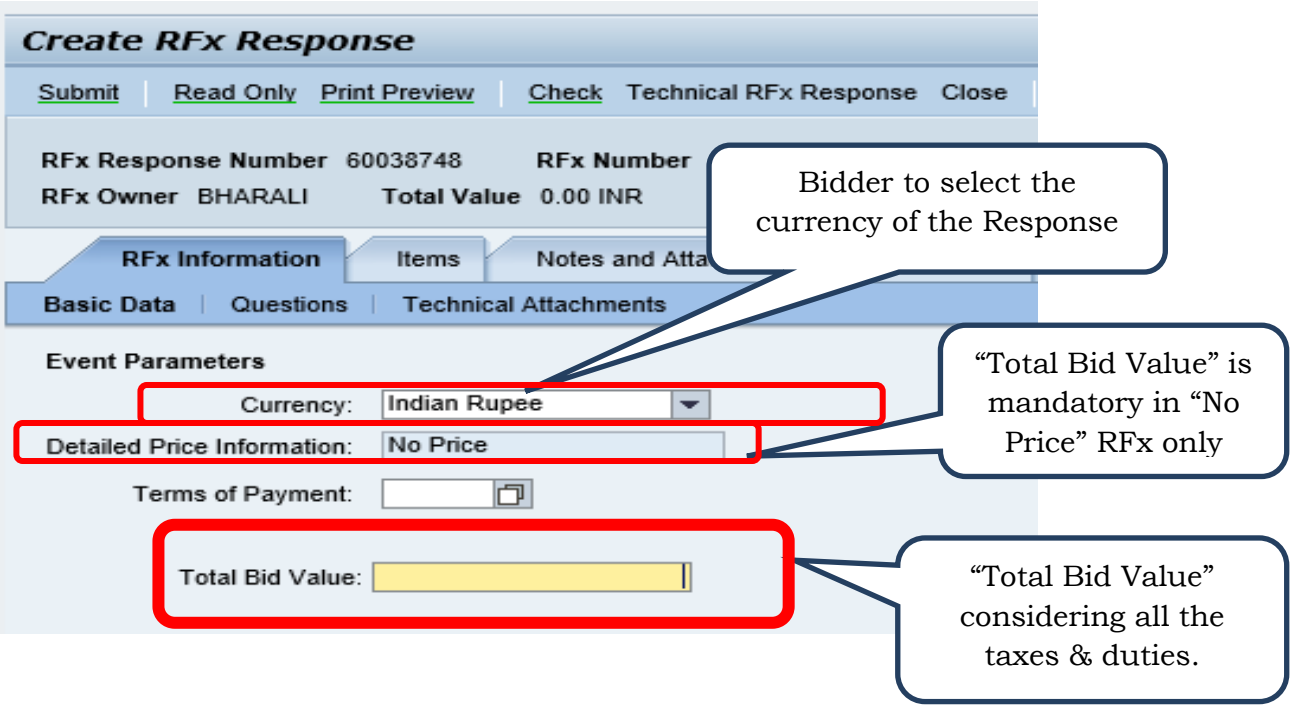
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

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

** The "**Priced bid**" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under **"Notes & Attachment"**. Additionally, the bidders must fill up the **on-line field "Total Bid Value"** under Tab Page **"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

11.0 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.

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under Clause 2.0 (xiv) above and as indicated under Para 27.0 of ITB/10.0 of GCC before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 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.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false

statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX.**

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

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

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

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

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

18.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or

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

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

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

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

18.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

18.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

18.4.4 Where no natural person is identified under 18.4.1 or 18.4.2 or 18.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.

18.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders are required to provide undertaking as per **Exhibit-II & Exhibit-III** along with their bid complying with Clause No. 18.1 above for participation in this tender.

18.9 If the undertakings viz. **Exhibit-I**, **Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

19.0 Pre-Bid Conference: Not Applicable for this tender.

20.0 Bidders are advised to refrain from seeking an Extension for Bid Closing Date. Please note that OIL shall not be obligated to honour such request.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(RITURAJ SARMAH)
CHIEF MANAGER-CONTRACTS (O)
For **CGM (CONTRACTS) (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 30.07.2024

INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidders are listed under BID EVALUATION CRITERIA (BEC) of the tender document.

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

2.0 BID DOCUMENTS:

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

a) A Tender Forwarding Letter
b) Instructions to Bidders (ITB)
c) Bid Evaluation Criteria (BEC)
d) General Conditions of Contract (GCC): Part-I
e) Schedule of Work, Unit, Quantities (SOQ): Part-II
f) Special Conditions of Contract (SCC): Part-III
g) Schedule of Company's Plants, Materials and Equipment (SCPME): Part-IV **[Not applicable for this Tender]**
h) Safety Measures (SM): Part–V
i) Integrity Pact (IP): Part-VI
j) Bid Form: Proforma-I
k) Statement of Non-Compliance: Proforma-II
l) Authorisation for Attending Bid Opening: Proforma-III
m) Proforma of Letter of Authority: Proforma-IV
n) Bid Security (Bank Guarantee Format): Proforma–V
o) Proforma for E-Remittance: Proforma-VI
p) Format of Performance Security: Proforma-VII
q) Agreement Form: Proforma-VIII
r) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma–IX
s) Certificate of Compliance of Financial Criteria: Proforma–X
t) Commercial Check List (Proforma–XI)
u) Undertaking towards submission of Bank Guarantee (Proforma–XII)
v) Undertaking for Local Content (Proforma XIII)
w) Certificate of Annual Turnover & Net Worth (Proforma–XV)
x) Format for Inspection Certificate from TPIA (Proforma–XVI)
y) Technical Evaluation Sheet for BEC-BRC & others

z) Price Bidding Format (Attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's E-Tender portal)

3.0 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.

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

5.0 TRANSFERABILITY OF BID DOCUMENTS:

5.1 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.

5.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 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(s)/Corrigendum(s)/Amendment(s).

6.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

7.0 PREPARATION OF BIDS:

7.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

8.0 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 (to be uploaded in "Technical Attachments" tab):

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause No. 11.0.
c) Bid Security as per Proforma-V.
d) Copy of Bid Form without indicating prices in Proforma-I.
e) Statement of Non-compliance as per Proforma–II.
f) Copy of Priced Bid without indicating prices.
g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

9.0 **BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

10.0 BID PRICE:

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

10.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

10.3 All duties (except customs duty which will be borne by the Company) and taxes (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 considering the quoted GST in the Price Bid Format. 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.

11.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

12.0 BID SECURITY:

12.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 12.8.

12.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
A	Bank Name	STATE BANK OF INDIA
B	Branch Name	Duliajan
C	Branch Address	Duliajan, Dist.-Dibrugarh
D	Bank Account No.	**10494832599**
E	Type of Account	Current Account
F	IFSC Code	**SBIN0002053**
G	MICR Code	786002302
H	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 12.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 13.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

12.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.

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

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

12.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.

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

12.8 The Bid Security may be forfeited:

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

12..9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

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

12.11 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	**ICIC0000213**
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

12.12 Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):
Bidders can submit the e-BG from any of the following banks:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

13.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) **MSEs Units (manufacturers / Service Providers** only and not their dealers / distributors) are eligible for exemption of Bid Security. **Traders are excluded from the purview of this Policy.**

b) **Government Departments and Public Sector Undertakings (PSUs) are exempted from submitting bid security**.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

14.0 PERIOD OF VALIDITY OF BIDS:

14.1 Bids shall remain valid as per the requirement mentioned in Introduction 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 minimum **120 days** from Bid Opening Date.

14.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

15.0 SIGNING & SUBMISSION OF BIDS:

15.1 Signing of bids:

15.1.1 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 Organization's Name [e-commerce application (Certificate with personal verification and Organization 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 Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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.

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.

15.1.2 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 authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

15.1.3 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 initialed by the person or persons who has/have digitally signed the Bid.

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

15.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before **12.45 Hrs (IST)** on the bid closing date indicated in the IFB :

a) Printed catalogue and literature if called for in the bid document.

b) Any other document required to be submitted in original as per bid document.

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

15.2.1 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 noncompliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

15.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

16.2 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.

16.3 The documents in physical form as stated in Para 15.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 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.

17.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

18.3 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 debarment from participation in future tenders of OIL.

19.0 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.

20.0 BID OPENING AND EVALUATION:

20.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per **Proforma-III**) 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.

20.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

20.3 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.

20.4 Bids which have been withdrawn pursuant to clause 18.0 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.

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

20.6 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.

20.7 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 substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

20.8 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.

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

21.0 OPENING OF PRICED BIDS:

21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.

21.2 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

21.3 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.

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.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 Discounts/Rebates:

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

22.1.2 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 20.0 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 20.6.

23.2 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.

24.0 AWARD OF CONTRACT:

24.1 **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.

25.0 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.

26.0 NOTIFICATION OF AWARD:

26.1 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.

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

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Introduction, within 02 Weeks from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **Proforma-XII**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. Bidder can also submit the performance security in the form of Electronic Bank Guarantee (e-BG) from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

Beneficiary details for issue of e-BG:

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

d. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

27.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

27.3 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Contract Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602
D	IFSC Code	**ICIC0000213**
E	Company name	Oil India Limited
F	Unique Identifier Code (Field 7037)	OIL503988890
G	SWIFT Code	ICICINBBXXX

27.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from **bank's official email id** to Oil India's following e-mail id **(FD_PS@OILINDIA.IN):**

FD NO.	**Issue Date**	**Maturity Date**	**FD Amount**	**Beneficiary/ Contractor Name**	**Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)**	**FD amount pledged (in ₹) as per bank's books of accounts**	**Mode of FD Renewal (Auto Renewal/Auto closure)**	**Remarks (if any) of the issuing Bank**
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

27.6 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of

contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

27.7 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.0 SIGNING OF CONTRACT:

28.1 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.

28.2 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.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

29.0 CREDIT FACILITY: Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

30.0 MOBILISATION AND ADVANCE PAYMENT:

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

30.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 INTEGRITY PACT:

31.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "PART-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact digitally will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, GoI
E-mail: ams057@gmail.com

32.0 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.

33.0 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.

34.0 GOODS AND SERVICES TAX:

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

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

34.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

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

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

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

The bids will be evaluated based on total price including **GST**.

34.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

34.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

34.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

34.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

34.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

35.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

36.0 Bidders may contact the following in case of any query:

E-mail: contracts-operations@oilindia.in
rituraj_sarmah@oilindia.in

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

This tender is floated to cater the specific requirement of Hiring of Services for operation and maintenance of One (1) Workover Rigs of OIL. Bidders will be techno-commercially evaluated based on criteria as mentioned below:

BID EVALUATION CRITERIA (BEC)

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

1.0 ELIGIBILITY CRITERIA:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection being non-compliant.

(b) The Bidder shall submit an undertaking from their authorised signatory having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded **[Format enclosed as Proforma-XIII]**.

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

(d) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

2.0 TECHNICAL EVALUATION CRITERIA

2.1 The bidder must confirm the following in their bid:

i. To provide experience and qualified personnel by giving an undertaking **(Appendix-3 to BEC)** on bidder's letter head along with the bid. The qualification and work experience of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 Section-IV: SCOPE OF WORK of Part-III SCC.

The Biodata of the key personnel along with supporting documents in originals to this effect must be submitted for OIL's identification/verification at the time of deployment/mobilization. The original documents shall be returned to the contractor/concerned individual immediately after the identification/verification.

ii. To quote for full service as laid down in TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/DETAILS OF SERVICES.

2.2 Bidder to quote for O&M of **01 (One)** of Workover Rigs and shall confirm the same in the bid.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Net worth of the bidder must be Positive for the preceding financial/accounting year.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".**]**

Notes to BEC Clause 3.0 above:

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

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Proforma-XV**.

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 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-X**.

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 3.1 ~~& 3.2.~~

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Priced Bid in their respective fields in e-tender portal. The Un-priced techno-commercial bid (or technical bid) is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical RFx Response"** Tab and Priced Bid as per **PRICE BID FORMAT** uploaded in the **"Notes & Attachments"** Tab. Only the Price Bid should contain the quoted price. Bids shall be rejected outrightly if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

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

4.3 Bid received with validity of offer less than **Ninety (90) days** from Bid Opening Date will be rejected.

4.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 12.0. Exemption from submission of bid security shall be governed by ITB Clause No. 13.0.

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 "**Part-VI/Integrity Pact**" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

4.6 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

4.7 Bids received through the e-procurement portal shall only be considered for evaluation. Bids received in any other form like physical document/ Telex/ Cable/ Fax/ E-mail, shall not be considered and will be rejected.

4.8 Bids submitted after the Bid Closing Date and Time will be rejected.

4.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

4.10 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative, failing which the bid will be rejected.

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

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

4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

4.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

(i) Firm price
(ii) EMD/Bid Security/Bid Bond
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Mobilisation
(xvi) Integrity Pact

4.15 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

4.16 Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II and Exhibit-III** along with the technical bid.

4.17 FURNISHING FRAUDULENT INFORMATION/DOCUMENT

Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates/ information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract besides taking action

as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX.**

4.18 Bidders shall submit declaration as per **Appendix-1 to BEC** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

4.19 Bidders shall submit declaration as per **Appendix-2 to BEC** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.

4.20 Duly filled **Technical Evaluation Sheet (Proforma-XVII)** and **Commercial Checklist (Proforma-XI)** are required to be submitted alongwith the technical bid. a. To be submitted along with the technical bid. Non-submission of the same will render the bid liable for rejection.

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

5.2 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" and summarized in **PRICE BID FORMAT.** Bidders are required to quote for all the items as per **PRICE BID FORMAT**, otherwise the offer of the bidder will be straightway rejected.

5.3 Bidders must submit the price break-up for their 'Operating Day Rate charge' as per the format provided (Annexure-I to Price Bidding Format) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without breakup of 'Operating Day Rate charge' or price not conforming to the Minimum Wage Act shall be rejected.

5.4 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.

5.5 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various

operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

5.6 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

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

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

5.9 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST as per the PRICE BID FORMAT for 04 (Four) years of operation and maintenance for 01 (One) No. Workover Rig.

Total Estimated Contract cost for operation & maintenance of **01 (one) no.** Workover rig for 04 years including all taxes & duties and GST.

T = TM + TOP + TILM + TRM

WHERE,

i) Total Mobilization charges of personnel, Lump sum, TM = M x 1

ii) Total Operating day rate charge for personnel, TOP = ODR x 1236 Days

iii) Total Day Rate charge during ILM days, TILM = ILM day rate x 224 days

(iv) Total Remobilization Charge, TRM = RM x 4

NOTE: The above items are defined in Schedule of Rates/Price bid format.

5.10 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

5.12 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

5.13 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

5.14 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto two (2) decimal places without rounding off for evaluation.

5.15 If a bidder quotes total Charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

6.0 GENERAL:

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

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

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

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

6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by Ministry of Micro, Small and Medium Enterprises, and any amendment thereof.

Documentation required to be submitted by MSEs: The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs.

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

7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. **P-45021/2/2017-PP (BE-II) dated 16th September 2020** (and as amended time to time) with modifications as notified vide MoPNG Order No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022**, shall be applicable in this tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

8.0 CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES:

8.1 The service is non-splitable i.e., single contract shall be awarded for the entire scope of work under this tender, subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and

any subsequent amendment thereto. Bidders are advised to refer to the said Order for further detail.

8.2 Matching of Price: The matching of the total price with the L1 bidder based on the criteria mentioned above shall be as under:

I. In case 'Operating Day Rate (ODR)' of the bidder is higher than the corresponding price quoted by the L1 bidder:

i. The 'Total Price per rig' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 price. If the 'Total Price per rig' of the bidder after matching is found to be higher than the price of the L1 bidder, the differences in the 'Total Price per rig' after matching as above, shall be reduced proportionately from remaining line items to match the 'Total Price per rig' of the bidder per rig to the corresponding price of L1 bidder.

ii. In case the 'Total Price per rig' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price per rig' of the bidder with the L1 price.

II. In case the 'Operating Day Rate (ODR)' of the bidder is lower than the corresponding L1 price: The difference in the 'Total Price per rig' of the bidder and L1 price shall be reduced proportionately from all the line items except for 'Operating Day Rate (ODR)', to match the 'Total Price' of the bidder to the corresponding L1 price.

9.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:

9.1 Oil India Limited (OIL) has engaged the following seventeen (17) Independent Inspection Agencies for a period of four (4) years with effect from 07.06.2024 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	**Name of Independent Inspection Agency**	**Contact E-mail ID**
(i)	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
(ii)	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com

(iii)	M/s Conformity India International Private Limited	a. mktg@ciindia.in
(iv)	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
(v)	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
(vi)	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
(vii)	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
(viii)	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
(ix)	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	a. contact@gulfIloyds.com b. inspection@gulfIloyds.com
(x)	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
(xi)	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
(xii)	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
(xiii)	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
(xiv)	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
(xv)	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com

(xvi)	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
(xvii)	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified **Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an **Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening**. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.4 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified

by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL"s empaneled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents are normally categorized as under:

- **General Requirement:**
  - Check Bidder's PAN Card
  - Check Bidder's GST Certificate
  - Check ITR of company – last three years (minimum)
  - Check Bidder's Certificate of Incorporation – Domestic Bidder.
- **Additional Documents: (If applicable against the tender)**
  - Joint Ventures Agreements – To cross-check with JV Partners.
  - Holding/Parent/Subsidiary/SisterSubsidiary/Co-Subsidiary Company – To check the Share Holding pattern.
- **Technical Criteria**
  - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- **Financial Criteria**
  - To check the Line of Credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. Similarly, if any document like LOI/LOA/Contracts etc. issued by Oil India Limited are submitted towards BEC experience criteria, such documents need not be verified by TPI agency.

(ii) Format for Inspection Certificate from TPI Agency as per format (**Proforma-XVI**) enclosed should be submitted along with the Bid.

10.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

APPENDIX-1 to BEC

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____
Date: _____

_____
(Name & Signature of the
authorised signatory of the bidder)

APPENDIX-2 to BEC

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____
Date: _____

_____
(Name & Signature of the authorised signatory of the bidder)

APPENDIX-3 to BEC

Date:

GM - (Contracts)
Contracts Department
Oil India Limited
Duliajan, 786602, Assam, India

Sub: Undertaking of deployment of Key Personnel as per bid document.
(To be submitted on Bidder's Letter head)

Ref: **Oil India Duliajan Tender No. ---------- for Hiring of MMC Service For O & M of Workover Rig of OIL ,**

Ref. Quote No.: ---------- of ----------(bidders Name)

Dear Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that Key person, with qualification and experience as per Scope of Work of the Tender no. _____would be deployed during the mobilization / execution of the contract.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us for the Key Personnel 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,

Name:

Designation:

Phone No.

Place

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value*:*

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

in accordance with English language.

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

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

3.0 WAIVERS AND AMENDMENTS:

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

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

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

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

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

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

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

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

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

9.0 Personnel to be deployed by contractor:

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

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

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited

to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

10.0 PERFORMANCE SECURITY:

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

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

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

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

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

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

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

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

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

from the bankers as specified above.

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

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

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

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

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

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

12.3 Taxes:

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

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

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

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents

for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

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

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

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

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation

of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

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

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

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

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

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

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs

Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

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

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

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy

f) Waiver of subrogation endorsement has been attached to all policies and
g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is

reproduced below:

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

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

14.13 Loss Payee Clause:

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

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

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

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

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

i) **Workman Compensation and/ Employers' Liability Insurance**: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

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

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to

under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

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

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

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

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

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

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

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR’s designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

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

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

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

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

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

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

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

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

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which

CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

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

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

31.0 FORCE MAJEURE:

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

two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

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

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

i) Order issued by a Court of Law or statutory authority in India.

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

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

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

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

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

34.0 APPLICABLE LAWS:

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

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned

hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

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

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

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if

any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his

Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree

to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

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

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on

input (goods and services) towards such services.

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

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

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

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

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

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

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

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

(iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

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

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

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

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

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

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

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

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

42.5 Exclusions

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

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

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

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

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

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

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

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

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

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

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

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

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

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining

unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.

Item No.	Description of Services	UOM	Estimated Quantity
10	Mobilisation: On the date and time at which the Contractor mobilizes his complete crew personnel as specified in the contract for commencement of operation at the specified site shall be considered as mobilization of the crew	LUMPSUM	1.00
20	Operating Day Rate: Day rate charges for personnel during operation shall apply upon commencement of work-over operation at present location as per work-over operational programme till declaration for rig down/ rig-release after completion of work-over operation in present location	DAY	1,236.00
30	Day Rate during ILM: Day Rate during Inter-location Movement will apply from the declaration of rig down/rig-release after completion of work-over operation in present location to commencement of work-over operation at next location as per work-over operational programme	DAY	224.00
40	Re-mobilization	LUMPSUM	4.00

1. Tenure of Agreement: Four (4) years from the date of commencement of operation.
2. Mobilisation Period: Thirty (30) Days from the date of issue of Mobilization Notice by OIL after issuance of LOA.

Notes:

a) The above schedule is for operation and maintenance of one (1) of workover rig.

b) Bidders must quote their rates as per the Price Bidding Format and must refer to Section-VI: Schedule of Rates and Payment under Part-III SCC.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SECTION-I:

Mobilization	Contractor shall have to mobilise personnel along with necessary tools, equipment etc. in readiness for execution of the Contract at designated place/location as decided by Company within Thirty (30) days from the date of issue of Mobilisation Notice by OIL after issuance of LOA.
Duration of contract	The contract shall be for a period of 4(four) years from the date of commencement of operation, i.e., from the date of completion of mobilisation. The terms and conditions shall continue until the completion/ abandonment of the last well being under operation at the time of the end of the Contract.
Performance Security	5% of Contract value.
Terms of Payment	On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made. **COMPLIANCE TOWARDS LOCAL CONTENT** a) Contractor shall have to comply with the provision of Public Procurement (Preference to Make in India) Order, 2017 and as amended time to time by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. As compliance to the said order, the Contractor had stated minimum local content as ___ % during the bidding stage, which they must maintain during the execution period. b) The Contractor shall submit a Local Content Certificate certifying the percentage of local content along with each invoice. c) Such certificate should be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Only in case the awarded Contract value is more than ₹ 10 Crore].

	d) The percentage of Local Content may vary with each invoice while contractor will have to maintain the overall percentage of local content for the total work/purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raise up to that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages.
Submission of Invoice	All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link: https://vim.oilindia.in/velocious-portal-app/.
De-Mobilization	On receipt of demobilisation notice from Company (OIL) after completion of duration of Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel and other belongings without delay. Note: Demobilisation Charges will not be applicable in this Tender/ Contract.
Association of company's Personnel	Company's (OIL) Representative: The duties of the OIL's representative(s) are to act on behalf of the Company (OIL) for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorised and notified by the Operator (OIL) to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so far as to ensure the timely completion of work. Company's (OIL) representative/ engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals of the works and instruct necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have the right to scrutiny of the records of the works. In general, the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor
Liquidated Damage	**LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION:** In the event of the Contractor's default in timely mobilization within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
Warranty and remedy of defects	1. Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest degree of quality, efficiency, and current state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to

	in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor. 2. Should Company discover at any point of time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective works required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.
Miscellaneous Provisions: Key personnel	The replacement of Key personnel during the tenure of the contract should be avoided as far as possible. However, due to extreme emergency if any key personnel is required to be replaced, the person should have equal experience and qualification which will again be subjected to verification/Identification by the company.
Limitation of Liability (%)	In the event of a hole / well being damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the contractor, and /or equipment compensation by the contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damages / losses is due to the negligence of the contractor an independent third party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 7(seven) days of receipt of notice for such payment. The company, however, reserves the right to adjust the same from the contractor's outstanding bills
Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be.	Payment of wages: a) The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act and it should be strictly adhered to the prevailing minimum wages as declared and made applicable from time to time by statutory authorities. b) Contractor shall ensure that payment to personnel under the contract is made in compliance with Minimum Wage as

	per Mines (Gypsum, Barytes, etc mines) Act of Govt as revised time to time as per categorisation. c) Contractor shall pay an additional allowance of Rs. 2250/- (Rupees Two Thousand Two Hundred Fifty only) per person per month for unskilled, semiskilled, skilled and highly skilled key personnel in addition to the Minimum Wages as per the Mines (Gypsum, Barytes etc.) rate. d) All wages to the personnel should be made by 10th of each month and in case payments are not made regularly, subsequent invoices might be kept on hold. e) Wage slip to all the personnel deployed under the contract to be issued as per the - The Contract Labour (Regulation and Abolition) Central Rules, 1971, Chapter VII, Section 78(1)(b) vide Form XIX. f) Employment card as per the Contract Labour (Regulation and Abolition) Central Rules, 1971, vide form XIV.
Subcontracting: Allowed/Not Allowed	Not Allowed
Address details for submission of invoice	All Invoices are to be addressed as below: CGM - OGPS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam
Force Majeure Rate	50% of the Operating day rate

SECTION II: GOODS AND SERVICES TAX:

1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

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

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

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

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including **GST**.

7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

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

15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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

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

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

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

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

25. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
   Note: OIL GSTIN numbers are as follows:
   Assam :18AAACO2352C1ZW
   Arunachal Pradesh :12AAACO2352C1Z8
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services[SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

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

i) The original copy being marked as ORIGINAL FOR RECIPIENT;
ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

30. Anti-profiteering clause

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

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

SECTION-III: OTHER TERMS AND CONDITIONS

Details of the Service	Hiring services of operation and maintenance of 04 (Four) no. Workover Rigs of OIL for a period of 04 (Four) years with a provision to enter into Framework Contract with all technically qualified bidders for a period of 02 (two) years.
Area Of Operation	Assam & Arunachal Pradesh
HSE Policy	Refer **Part - V: Safety Measures** of Tender document.
Interim de-Mobilization and Re-mobilization	Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges, however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. OIL may invoke this clause 04(Four) times under this agreement within the contract period
Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters** CGM – OGPS, Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 2806466 Email: dilipgoswami@oilindia.in **Contractor** _____

	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
RECORDS, REPORTS AND INSPECTION	The contractor shall, permit the company and its authorised employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work during the entire period of the contract. The contractor shall be responsible to keep an authentic, accurate history and logs including Maintenance Records (as per OIL's advice), Safety Records, Applicable Statutory Records of each well including major items consumed and received on rig, which shall be open at all reasonable times for inspection by the company and its authorised employees and representatives. The contractor shall be responsible to provide the company designated representatives with a daily written report, on form prescribed by the company showing details of operations during the preceding 24 (twenty-four) hours and any other information related to the said well requested by the company whenever so requested. The contractor shall not, without company's written consent allow any third person(s) access to the said well or given out to any third person information in connection therewith.
PENALTY	As defined in tender
Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:	Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer. (i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor. (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the

	Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis. (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices. **Note:** (i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller). (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

SECTION IV: SCOPE OF WORK/TERMS OF REFERENCE/ TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK (SOW):

1.1 The contractor will provide Operation and Maintenance of One (1) WORKOVER RIGS to be provided by Oil India Limited (OIL) to carry out work-over operation of Oil & Gas wells of OIL in the depth range upto 5500 m. in the Company's oilfields in the State of Assam and Arunachal Pradesh for round the clock (24 hours) operation.

1.2 The contractor will also be responsible for providing manpower services for all other associated work like rig up and rig down at different locations and disassembling of mast, substructure, mud plant, water supply, electricity, well site management, laboratory services (with skilled operator only) wherever necessary and during inter location movement to carry out preventive , break down maintenance of rig equipment and utilities etc. which are required for carrying out the above operations.

2.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

The Contractor will have to deploy adequate manpower to carry out the required operations in 24 x 7 basis. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during Work over & completion phases for which the deployment pattern has to be as per the following norm, for per rig operation, with the indicated key personnel:

A. KEY PERSONNEL FOR ONE RIG OPERATION:

Sl. No.	Category of Personnel	Day shift 12 hr.	Night shift 12 hr.	On camp /Off	On pay roll	WORKER CATEGORY
1	Tool Pusher	1	-	1	2	OFFICER
2	Tour Pusher/Night Tool Pusher	-	1	1	2	OFFICER
3	Driller	1	1	2	4	OFFICER
4	Assistant Driller	1	1	2	4	HIGHLY SKILLED
5	Derrick Man/Top Man	1	1	2	4	SKILLED
6	Floorman/ Rigman	5	5	10	20	SEMISKILLED
7	Mechanic -ICE	1	1	2	4	SKILLED
8	Assistant Mechanic-ICE	1	1	2	4	SEMISKILLED
9	Rig Electrician	1	1	2	4	SKILLED
10	Mud Attendant	1	1	2	4	SKILLED
11	HSE cum Liaison Officer	1	on call	1	2	OFFICER
12	Helper for Mud attendant/Engineering job	2	2	4	8	UNSKILLED
13	cleaner	1		1	2	UNSKILLED

IMPORTANT NOTE:

(i) CONTRACTOR SHALL BE RESPONSIBLE FOR DEPLOYMENT OF HIS PERSONNEL FOR THE CONTRACT IN COMPLIANCE WITH GUIDELINES OF MINES ACT,1952 and all other Rules (Mines Rule,1955, MVTR1966) Regulation (OMR2017) circulars and notification hereunder or any revision of these time to time without any additional cost. CONTRACTOR SHALL NOT BE ALLOWED TO DEPLOY HIS PERSONNEL BEYOND EXCESS OF WORKING HOURS/DAYS AS PER STATUTORY GUIDELINE. Working hours under the contract shall be in accordance with the Gazette Notification No S.O.1658(E) dtd 30th June,2014.

(ii) CONTRACTOR SHALL ENSURE THAT PAYMENT TO PERSONNEL UNDER THE CONTRACT IS MADE IN COMPLIANCE WITH MINIMUM WAGE AS PER MINES (GYPSUM, BARYTES, ETC MINES) ACT OF GOVT AS REVISED TIME TO TIME AS PER CATEGORISATION.

(iii) CONTRACTOR SHALL PAY AN ADDITIONAL ALLOWANCE OF Rs 2250/- (RUPEES TWO THOUSAND TWO HUNDRED FIFTY ONLY) PER PERSON PER MONTHS FOR UNSKILLED, SEMISKILLED, SKILLED AND HIGHLY SKILLED KEY PERSONNEL IN ADDITION TO THE MINIMUM WAGES AS PER THE MINES (GYPSUM, BARYTES etc)RATE.

(iv) CONTRACTOR SHALL PROVIDE ONE NUMBER CLEANER/SWEEPER AGAINST EACH RIG TO CLEAN THEIR BUNK HOUSES, KITCHEN ROOM, PORTABLE TOILET PROVIDED BY OIL, ETC. CATEGORY OF CLEANER /SWEEPER: UNSKILLED

(v) Contractor shall provide against each rig CCTV cameras (Minimum 4 Nos,) with UPS and associated system along with one month recording facility suitable for oil and gas field (Hydrocarbon) for safety, security and monitoring of operation and same shall be installed at suitable locations i.e Rig floor operations, Well Main Gate and at two other suitable locations. The cameras shall be Flame proof and FLP certificate shall be provided. The monitor should be installed in the office of the location. All the CCTV cameras shall be in working condition at all the times. Resolution: Full HD (1920 X 1080 pixels) @ 30 fps or better.

2.2 DETAILED EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL

2.2.1 **Tool Pusher / Tour Pusher**

i) Qualification and experience:

(a) Graduate Engineer having minimum 04 (Four) years' experience in workover/Drilling operation in oil/gas wells out of which at least two years as Tool Pusher / Rig-in-charge/Tour Pusher as on original Bid Closing Date (BCD)

OR

(b) 3 (three) Years Diploma in Engineering having Minimum 06 (Six) years' experience in workover/Drilling operation in oil/gas wells out of which at least three years as Tool Pusher / Rig-in-charge/Tour Pusher as on original Bid Closing Date (BCD).

OR

(c) HS/PU/I.Sc (10+2) pass having Minimum 08 (Eight) years' experience in workover/Drilling operation in oil/gas wells out of which at least four years as Tool Pusher / Rig-in-charge/Tour Pusher as on original Bid Closing Date (BCD).

OR

(d) The candidate having 05 (five) years' experience in work over/ Drilling operations in deep oil / gas wells as driller may be considered for Tool Pusher/Tour Pusher after verification/identification by Company

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.2.2 **Driller**

i) Qualification and experience

(a) Graduate in engineering having minimum 2(two) years' experience in workover /Drilling operation in oil/gas wells out of which at least one year as Driller/Shift-In charge as on original Bid Closing Date (BCD).

OR

(b) 3 (three) Years Diploma in Engineering or B Sc. having minimum 4 (four) years' experience in workover/Drilling operation in oil/gas wells out of which at least two years as Driller/Shift-In charge as on original Bid Closing Date (BCD).

OR

(c) **HS/PU (10+2)** or ITI having minimum 8 (Eight) years' experience in workover/Drilling operation in oil/gas wells out of which at least three year as Driller/Shift-In charge as on original Bid Closing Date (BCD).

OR

(d) The candidate having (five) years' experience in workover/drilling operations in deep oil / gas wells as Assistant driller may be considered for driller after verification/identification by Company.

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Driller Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.2.3 **Assistant Driller:**

i) Qualification and experience:

(a) 3 years Diploma in Engg /B.Sc with minimum2 (two) years' experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller as on original Bid Closing Date (BCD).

OR

(b) **HS/PU (10+2)** or ITI pass with minimum 4 (Four) years' experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller as on original Bid Closing Date (BCD).

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Level-II) and should be conversant with well control methods to take independent decisions in case of well emergencies as on mobilization date.

2.2.4 **Top man/Derrick man** -

i) Qualification and experience:

(a) Class HS (10+2) /ITI with minimum4 (four) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

OR

(b) Class X with minimum 6 (Six) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

OR

(c) Class VIII with minimum 8 (eight) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

2.2.5 **Rig man/ Floor man:**

i) Qualification and experience

a) Class X with minimum 2(two) years' experience in Drilling/Work-over wells, out of which at least 1(One) year as Rig Man as on original Bid Closing Date (BCD).

OR

(b) Class VIII with minimum 3 years' experience in Drilling/Work-over wells, out of which at least 1(One) years as Rig Man as on original Bid Closing Date (BCD)

2.2.6 **Mechanic:**

(i) Qualification and experience:

(a) Diploma in Mechanical/Automobile Engg with minimum 2(two)years related experience in Drilling/Work-over wells, out of which at least 1 (one) year as Asstt. Mechanic as on original Bid Closing Date (BCD)

OR

(b) ITI Diesel Mechanic /Fitter /Motor Mechanic with minimum 3 (three) years related experience in Drilling/Work-over wells, out of which at least one year as Asstt. Mechanic as on original Bid Closing Date (BCD)

OR

(c) Class HS (10+2) or equivalent with minimum 5(five) years related experience in Drilling/Work-over wells, out of which at least 1 (one) year as Asstt. Mechanic as on original Bid Closing Date (BCD)

(ii) He should be able to detect the cause of breakdown of outfit engines, pump and other engines at well site and rectify the problems.

2.2.7 **Asstt. Mechanic:**

(i) Qualification and experience:

(a) Diploma in Mechanical/Automobile Engg. with minimum 1(one) year related experience in Drilling/Work-over wells as on original Bid Closing Date (BCD).

OR

(b) ITI Diesel Mechanic /Filter /Motor Mechanic with minimum 2 (two) years related experience in Drilling/Work-over wells as on original Bid Closing Date (BCD).

OR

(c) Class HS (10+2) or equivalent with minimum3 (three) years related experience in Drilling/Work-over wells as on original Bid Closing Date (BCD).

2.2.8 **Electrician:**

(i) Qualification and experience:

(a) Diploma in Electrical Engg with minimum 3 (three) years related experience in Drilling/Work-over wells as on original Bid Closing Date (BCD).

OR

(b) ITI in Electrical with minimum 6(six) years related experience in Drilling/Work-over wells as on original Bid Closing Date (BCD).

(c) Must possess valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam as on original Bid Closing Date (BCD).

(d) Should have knowledge on use of tools and instrument such as Avometer, megor etc. Should have knowledge about hazardous area and equipment used in hazardous area.

2.2.9 **Mud Attendant:**

(i) Qualification and experience

(a) B.Sc in Chemistry with minimum2(two) years experiences of handling mud system in Drilling/Work-over wells, out of which at least one year as Mud attendant as on original Bid Closing Date (BCD).

OR

(b) Class HS (10+2) or equivalent in science or equivalent with minimum 4(four) years experiences of handling mud system in Drilling/Work-over wells, out of which at least 1 (one) year as Mud attendant as on original Bid Closing Date (BCD)

2.2.10 **Helper for Mud attendant/Engineering / Plinth maintenance jobs**: Unskilled labour.

2.2.11 **HSE cum Liaison Officer**

a) Should be Graduate in engineering/B.Sc / Diploma in safety / Fire Engineering after completion of Class HS (10+2) or equivalent with minimum 2 (two) years'

experience in Drilling/Work-over wells as HSE officer as on original Bid Closing Date (BCD).

OR

b) Class HS (10+2) or equivalent with minimum 3(three) years' experience in Drilling/Work-over wells as HSE officer as on original Bid Closing Date (BCD)

Job Description:

Duties & responsibilities include safety during workover site preparation, rig up, rig down & rig movement, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

a) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.

b) Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain these equipment properly.

c) Responsible for designating location entrance and exit.

Note:

i) The experiences & qualifications are not exhaustive; however company may reject or accept a person without assigning any reason.

ii) Emphasis for selection shall be on the job performance & output.

iii) Multi skill jobs have to be performed by the Contractor`s personnel.

2.3 The Tool pusher and Tour Pusher should physically monitor critical well operations as decided by Company Representative and must visit well site daily and should report to Installation Manager's office as and when will be asked for receiving instruction / resolving any issue, on contractual obligation.

2.4 The Proforma for undertaking from the entire contractor's key personnel (as per **Annexure V**- Sample format attached) should be forwarded with their signature in presence of two-witnesses, prior to mobilisation.

2.5 The age limit of the key personnel, except the Tool Pusher and Tour Pusher should not be more than 50 years (documentary evidence to this effect should be submitted). However, OIL reserves the right to accept the personnel of above 50 years with good health conditions.

2.6 The personnel deployed by the contractor should comply with all the safety norms applicable during operation.

2.6.1 At least one or two personnel in each shift, deployed by Contractor, should be First Aid trained.

2.6.2 Relevant Key Personnel should be well versed in firefighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by ONGCL / OIL or any other organization, also should be submitted prior to mobilisation.

2.6.3 While recruiting the personnel for execution of the contract, Contractor to give preference to the workers who have experience in working similar type of contracts in OIL and from the surrounding areas of OIL operational areas.

NOTE: In case, the mentioned training course for contractor's personnel is/ can be arranged by OIL, the contractor will be charged accordingly.

3.0 DETAILS OF SERVICES TO BE PROVIDED BY CONTRACTOR/OPERATOR:

3.1 The detailed service which the successful bidder will have to provide during the contract period are given in ANNEXURE - II & III for carrying out the operations for different work over locations.

3.2 Contractor shall provide a well site ambulance not more than 3 years old in Workover Rig. The ambulance shall be fully equipped with oxygen cylinder, stretcher, splinter, first aid box etc to transfer injured personnel for any emergency / accident during operation time.

4.0 TECHNICAL SPECIFICATIONS OF WORKOVER RIG:

The technical specifications of OIL owned work-over rigs to be awarded for operation & maintenance are as per ANNEXURE-I. Out of, these work-over rigs any three work-over rigs will be allocated to the bidder/Contractor. Moreover, rig may be changed during course of operation as per discretion of OIL INDIA LIMITED.

5.0 DETAILS OF SERVICES:

5.1 The successful bidder/Contractor has to provide qualified and experienced personnel (crew) as per clause no. 2.0 of BEC/BRC clause BB) point no.1.2 to operate Work over Rigs round the clock on two shift basis of 12 (twelve) hours under this tender/Contract.

5.2 The successful bidder/Contractor shall carry out the work-over jobs as per ANNEXURE-II.

5.3 The successful bidder/Contractor shall perform the other works as detailed in ANNEXURE-III. The expected time frame for carrying out the jobs are given in ANNEXURE-IV.

6.0 DURING THE WORKOVER OPERATION THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARRYING OUT THE FOLLOWINGS:

i) The contractor shall measure the in going and out coming weight of the well fluid and keep record of the same in a most meticulous manner. The weight of the well fluid should be kept as per the well programme which will be handed over to contractor prior to resumption of the work. Loading / conditioning / preparing the work-over fluid shall be carried out by the contractor at site as specified/instructed by OIL.

ii) The contractor shall service the rig, equipment and ancillaries and keep the materials in tidy condition, the contractor shall test run the equipment and carry out preventive maintenance of the rig equipment and other rig ancillaries.

iii) The contractor shall keep the record of economic consumption of diesel oil, lube oil, gear oil and day to day consumables required for the operation and forward the same to the authorized OIL's representative every day.

iv) The contractor shall check, fill up oil and start all the engines at site and keep the engines ready. Necessary diesel oil & lube oil will be supplied by OIL.

v) The contractor shall maintain correctly detailed tally of tubular, tools, equipment etc. lowered in hole including dimensions sketches of bottom hole assembly. Tally book etc. will be provided by OIL.

vi) The contractor shall carry out all repair jobs which can be done at site. The following are the examples and not limited to:

a) Adjustment of friction and sand line brakes.

b) Replacement of air valves, airline connection etc.

c) Adjustment of fan belts, transmission chain etc.

d) Slipping, cutting and change of casing line of the rig at site.

e) To top up and fill up lube oil, gear oil, hydraulic oil etc. including greasing of the rig and ancillaries, Engines, pumps etc. at site every day. Carry out breakdown maintenance of all equipment which can be carried out at site. Assistance may be provided by OIL wherever possible/ required at the discretion of OIL.

f) For repair of Rig equipment spares will be supplied by OIL.

7.0 All the equipment supplied by OIL shall be kept in most tidy manner duly cleaned and serviced after each operation. All the tubulars laid-down on rack and other equipment are to be thoroughly cleaned with water after completion of job. Laid down doubles have to be cracked in singles on the rack.

8.0 Housekeeping and general condition of the rig equipment and sites shall be maintained by contractor as per standard oil field practices.

9.0 The contractor shall ensure that the power packs of the rig engines and other ancillary engines are run in a most economic manner keeping in view the horsepower requirement vis-à-vis string weight (hook load) in the hole.

10.0 The contractor shall make tubing's in doubles on rack during standby period without affecting the operation or as and when advised by OIL's representative.

11.0 After successful re-completion of the well, the well will be diverted to OCS/early production set up, which will be instructed to the contractor by OIL's representative.

12.0 Any other job pertaining to the oil field operation but not referred to in this bid documents, shall be carried out by the contractor as advised by OIL's representative.

13.0 The contractor shall perform breaking out and making up of tubular doubles, servicing of rig and accessories, handling, tools, etc. including painting. Simultaneous operations may be carried out when well killing operation, circulation or waiting on cement or milling operation are on subject to safety norms.

14.0 All tally sheets, dimensional sketches, daily consumable list and miscellaneous spares consumed shall be handed over to OIL every day by the contractor.

15.0 Upon completion of work-over operation and consequent upon rig movement to the forward location along with the contractor's rig personnel, the contractor shall deploy one or two competent personnel to transfer work-over fluid, if required, as and when instructed by OIL.

16.0 Similarly, the contractor is responsible to deploy one or two competent rig personnel to the forward location from the well under operation for placement of Statics, inter tank connections, hook up etc as well as to receive work-over fluid as and when instructed by OIL without affecting the progress of the well operation.

17.0 The contractor shall forward the theft cases, if any, during the course of operation or after completion of operations each and every day, within 12 hours of such occurrences. The theft report should be filled up in the format to be supplied by OIL and submitted to nearest police station with copy to OIL. However, if the material(s) is/ are lost due to contractor's negligence, it will be contractor's responsibility to replace/ compensate the same.

18.0 After completion of work-over rig movement to the forward location, the contractor shall check thoroughly and inform OIL about any materials left behind at the well site in the format to be supplied by OIL.

19.0 After release of the forward location for work-over operations, a joint meeting will be carried out with the competent representative of the contractor and the OIL's representative.

20.0 WORKING HOURS: The contractor shall have to perform the work 24 (twenty-four) hours in two shifts of 12(twelve) hours each in a day.

21.0 The contractor shall provide all types of first aid facilities including stretcher.

22.0 OIL shall provide emergency medical assistance to the contractor's personnel at its hospital at Duliajan on chargeable basis. However, the first aid facilities should be made available with first aid trained personnel at well site by the contractor. Any medical assistance requiring shifting of personnel to the hospitals other than OIL hospital shall be the responsibility of the contractor. Also shifting of injured person to OIL hospital from accident site will be contractor's responsibility.

23.0 The contractor shall be responsible to clean and paint all parts of the rig equipment as per the standard practice of the oil industry as advised by Company(OIL). Paint and other consumable will be supplied by Company(OIL).

24.0 At the end of contract, the contractor shall clean all equipment before handing them over to OIL.

25.0 Consumables and other materials e.g. filters, lube oil, cleaning materials, gaskets, indigenous spare parts etc. if any, during the operational period of contract will be supplied by OIL which shall be utilised by Contractor for Rig operation as per Company's advice.

26.0 The contractor shall be responsible to carry out the routine & pre-operation inspection & testing of rig equipment like BOP, Well Head, Manifolds, Control Units, drill pipe/ tubing strings, flow lines, Valves, vessels, Safety equipment/ device etc. as per the advice given by OIL from time to time.

27.0 The contractor shall be responsible to rig up and rig down the necessary Logging, Coil-tubing and Hydro-frac tools and equipment and other related surface gear of OIL or other contractor as and when required.

28.0 The contractor shall be responsible to clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

29.0 The contractor shall be responsible for any pollution except noise pollution, during the operation. It will be contractor's responsibility to resolve any pollution problem with outside party, except noise pollution problem, if the pollution have resulted due to the negligence of the Contractor. However, the contractor shall take utmost care to mitigate the noise level of all the machineries under their control.

30.0 Contractor shall divert and engage their man power (either whole or part) in some other OIL operated rig on verbal/written advice from OIL's representative, discontinuing the either one or two shifts in the present well as may be required by OIL time to time. In this case, they shall mobilize their personnel at short notice.

31.0 Contractor shall arrange the accommodation of their own for their personnel at their own cost.

32.0 RESPONSIBILITIES/OBLIGATIONS OF CONTRACTOR:

32.1 In the event of any fire or blowout, contractor shall use all reasonable means at their disposal to protect the well/ hole and bring the said fire or blowout under control.

32.2 Adverse Weather - Contractor, in consultation with company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Work-over Outfit and personnel to the fullest possible extent. Contractor and company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of the clause.

32.3 The contractor shall be responsible to report to company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.

32.4 In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, contractor may suspend the work in progress and shall immediately notify company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.

32.5 Amendments of Work-over and completion programme - Contractor shall be responsible to carry out normal round-tripping, completion, abandonment (if any) and all other associated operations including but not limited to rig down, assist in rig move etc. in accordance with the well policy which may be amended from time to time by reasonable modification as company deems fit and in consultation with contractor.

32.6 Contractor's Independent status - It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all time have access to the Work-over unit related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed here under by contractor. The contractor may treat company's Representative for the time being at well site as in charge of OIL. The company Representative may, amongst other duties, observe, test, check and control implementation of mud and testing programmes, equipment and stock, examine cuttings, inspect work performed by contractor or examine records kept at well site by contractor.

32.7 Records to be kept by contractor - contractor shall be responsible to keep and furnish to company an accurate record of the jobs performed on the daily Work-over report form. A legible copy of said form in duplicate signed by both contractor's and company's representative shall be furnished by contractor to company.

32.8 Confidentiality of information - All information obtained by contractor in the conduct of operations here under, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by contractor or its employees to anyone other than Company's Representative. This obligation of contractor shall be in force even after the termination of the contract.

32.9 Contractor shall be responsible to carry out maintenance of the work-over rig & company's other items at well site excepting for those items which contractor is not qualified to do so , or cannot maintain or repair, with its normal complement of personnel and equipment.

32.10 Contractor shall be responsible to arrange and provide extra labour in exceptional or in emergency situation that may arise especially at the time of rig move /abnormal well condition with prior approval of the Company wherein Company agrees to reimburse costs for the same.

33.0 RECORDS, REPORTS, INSPECTION:

The contractor shall, permit the company and its authorised employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work during the entire period of the contract. The contractor shall be responsible to keep an authentic, accurate history and logs including Maintenance Records (as per OIL's advice), Safety Records, Applicable Statutory Records of each well including major items consumed and received on rig, which shall be open at all reasonable times for inspection by the company and its authorised employees and representatives. The contractor shall be responsible to provide the company designated representatives with a daily written report, on form prescribed by the company showing details of operations during the preceding 24 (twenty-four) hours and any other information related to the said well requested by the company whenever so requested. The contractor shall not, without company's written consent allow any third person(s) access to the said well or given out to any third person information in connection therewith.

34.0 WATER MANAGEMENT:

i) Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.

ii) The valves, glands, hoses etc. are to be checked for any leakages and the same is to be arrested if possible without delay, failing which contractor must inform immediately to Company’s (OIL) representative for rectification.

iii) It has to be ensured that effluents from all the sources are directed towards the channel leading to the effluent pit.

iv) Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

35.0 EFFLUENT PIT BUNDS:

i) Regular checks are to be made to ensure that there are no leakages /seepages /overflow of effluents from the pit into the surrounding areas.

ii) The bunds/walls of the effluent pit are to be checked for any breaches/ integrity during the operation. Vulnerable condition (if any) has to be informed to Company's representative for immediate attention and repair as necessary.

36.0 COLLECTION OF USED/BURNT LUBE OIL:

i) The used lube oils are to be collected separately in drums provided by OIL for the purpose.

ii) Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately. All the necessary help for these jobs may be sought from the concerned department.

37.0 PREVENTION OF FIRE AND BLOW-OUTS:

37.1 Contractor shall be responsible to maintain well control equipment in good condition throughout the periods and shall take all possible steps to control and prevent fire and blowouts to protect the hole, Rig/Rig equipment and personnel working in the well site. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After recognition of kick/ inflow, initial control of well to be taken up immediately and Contractor will inform the Company's Representative about the well condition and finally well will be controlled/ killed in consultation with the Company's Representative.

37.2 Contractor shall be responsible to test the BOPs by making pressure tests at least once in every 21 days or at such time as instructed by the Company representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record the results of all such tests in the daily drilling report.

SECTION-V: SPECIAL TERMS AND CONDITIONS

1.0 DEFINITIONS / TERMS:

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

1.1 Company/Operator means OIL INDIA LIMITED (OIL) and Contractor means the successful bidder.

1.2 OIL (OIL INDIA LIMITED)/ Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

1.3 'Engineer' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

1.4 'Engineer's Representative' means any resident engineer or assistant of the engineer appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Engineer.

1.5 'Operations' means the work-over operations as per Scope of Work of Contract.

1.6 'Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

1.7 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.

1.8 'Contractor's Representative' means such person or persons duly appointed at the site by the Contractor and approved by OIL in writing, delegating authority to act on behalf of the Contractor in matters related to the work.

1.9 'Contractor's personnel' means the personnel to be provided by the Contractor as per the Contract and approved by OIL.

1.10 'Mobilization of the Contractor' means deployment of all the specified crew by the Contractor to begin work at the first designated site.

1.11 'Demobilization of the Contractor' means removal of all the crew personnel and any belonging of contractor from the rig by the Contractor from the last site.

1.12 'Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications effecting the works and performance of the work detailed in the specifications of this contract.

1.13 'Day' means a calendar day of 24 (twenty four) consecutive hours beginning at 00:00 hours (midnight) and ending at following 24:00 hours (midnight), as referred to local time at site.

1.14 'Third party' means any group, corporation, person of persons who may be engaged in activity associated with the work specified but who shall remain at arm's length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

1.15 'Work' means all the work to be performed by Contractor under this Agreement.

1.16 'Facility' means all properties of the Operator owned or hired which is or will be a part of the Operator's well site.

1.17 'Contract price' means the sum or sums agreed to pay by Company in consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions there from which may be made under the provisions of the contract.

1.18 'Certificate of Completion' means certificate issued by the Company to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by Company.

1.19 'Company's base' means Duliajan or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (Locations).

1.20 'Base camp' means the camp or the hired accommodation where the Contractor personnel shall reside for carrying out the operations, OIL shall not assume any responsibility towards selection of land, operation, maintenance management etc. of camp / accommodation.

1.21 'Rig-up' means receiving of materials in new location and unloading of the same, placement/alignment/ hooking up of all tanks, bunk-houses, pumps, any other rig machineries/ equipment & accessories, rigging up of mast and substructure, and to make rig & rig-package ready for commencement of work-over operation in all respect.

1.22 'Rig down' means immediately after declaration for rig down/ rig-release after completion of work-over operation in present location, all pumps, tankages, all lines, any other rig machineries/ equipment & accessories to make ready to move to next location along with all other fittings, tubulars, tools and accessories. The rig down also includes rigging down of mast and making the rig with all rig-materials/package ready for move/ transportation to next location.

1.23 'Inter-location movement' (ILM): ILM means Rig down, Rig movement and Rig-up of the rig & rig package where Rig movement means transfer of rig and all rig-materials/ package from one location to another location as per company's advice. Accordingly, the ILM day rate will be applicable only from declaration of rig down/ rig-release after completion of work-over operation in present location to till the start of work-over operation at the next location as per work-over operational programme.

1.24 'Base camp set up' / accommodation: Contractor has to arrange their own accommodation at their own cost.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

2.1 The contract shall become effective as on the date company notifies contractor in writing that the contract has been awarded, i.e., the date of issue of Letter of Award.

2.2 The date on which the contractor's personnel along with necessary tools, equipment etc. arrive at the designated place/location as advised by Company for undertaking operation shall be treated as commencement date of operation.

2.3 The contract shall be for a period of 4(four) years from the date of commencement of operation, i.e., from date of completion of mobilisation. The terms and conditions shall

continue until the completion/ abandonment of the last well being under operation at the time of the end of the Contract.

3.0 MOBILISATION and DE-MOBILISATION:

3.1 MOBILISATION- Contractor shall have to mobilise personnel along with necessary tools, equipment etc in readiness for execution of the Contract at designated place/location as decided by Company within 30(Thirty) days from the date of issue of Mobilisation Notice by OIL after issuance of LOA.

3.2 DEMOBILISATION- On receipt of demobilisation notice from Company (OIL) after completion of duration of Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel and other belongings without delay.

Note: Demobilisation charges will not be applicable in this tender/ contract.

4.0 DUTIES & POWERS:

4.1 Company's (OIL) Representative -

The duties of the OIL's representative(s) are to act on behalf of the Company (OIL) for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorised and notified by the Operator (OIL) to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so far as to ensure the timely completion of work. Company's (OIL) representative/ engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals of the works and instruct necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have the right to scrutiny of the records of the works. In general, the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

4.2 Contractor's Representative –

The Contractor's Representative shall have all the powers required for the performance of the works as per contractual obligations or otherwise. The OIL Representative shall liaise with the Contractor's Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

5.0 PERFORMANCE OF CONTRACTOR:

Contractor shall perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15(fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance / correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.

6.0 COMPANY'S RIGHT TO TAKE OVER:

In the event, the operator is justifiably dissatisfied with Contractor's performance during the operation of any well hereunder on account of unreasonably slow progress or in-competency as a result of cause reasonably within the control of the Contractor, Company shall give the Contractor written notice in which it shall specify in detail the

cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within 1(one) day of receipt of the said written notice, Company shall have the right but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the operator will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

7.0 WARRANTY AND REMEDY OF DEFECTS:

7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest degree of quality, efficiency, and current state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

7.2 Should Company discover at any point of time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective works required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

8.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder including but not limited to depth, formation penetrated, the result of coring, testing and surveying furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

8.3 Any document supplied to the Contractor in relation to the contract other than the contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor’s performance under the contract if so required by Company.

9.0 TAXES:

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

9.2 Corporate income tax will be deducted at source form the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

9.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

9.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

9.5 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining 'No Objection Certificate' for releasing payments to the Contractor.

9.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company within 6 (six) months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.

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

9.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

10.0 INSURANCE:

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

10.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

b) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

c) Contractor's items provided by the Contractor - if any for performance of the work hereunder shall have an insurance cover with a suitable limit.

d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.

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

10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

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

11.0 CHANGES:

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

11.2 Both Company (OIL) and Contractor may, after discussion, amend the well Programme from time to time by reasonable modifications as will be necessary depending on the well condition.

12.0 SUBCONTRACTING:

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

13.0 MISCELLANEOUS PROVISIONS:

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

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

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

13.3 The replacement of Key personnel during the tenure of the contract should be avoided as far as possible. However, due to extreme emergency if any key personnel is required to be replaced, the person should have equal experience and qualification which will again be subjected to verification/Identification by the company.

14.0 LIABILITIES:

14.1 Except as otherwise expressly provided, neither company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and / or loss of or damage to the property of the contractor and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of company and / or its servants, agents, nominees, assignees, contractors and subcontractors. The contractor shall protect, defend, indemnify and hold harmless company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither company nor its servants, agent's nominees assignees, contractors, subcontractors shall have any liability or responsibility whatsoever for injury to illness, or death of any employee of the contractor and / or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if cause by the negligence of company and / or its servants, agents, nominees, assignees, contractors and subcontractors. Contractor shall protect, defend, indemnify and hold harmless company from and against such liabilities and any suit claim or expense resulting there form.

14.3 The contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against company and /or its under writers, servant, agents, nominees, assignees, contractors and subcontractors for loss or damaged to the equipment of the contractor and / or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

14.5 In the event of a hole / well being damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the contractor, and /or equipment compensation by the contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damages / losses is due to the negligence of the contractor an independent third party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 7(seven) days of receipt of notice for such payment. The company, however, reserves the right to adjust the same from the contractor's outstanding bills.

14.6 The contractor is responsible for the safe custody of the company's consumables supplied to him. The contractor has fuel, lub oil, spares etc. in the format (which can be modified by company as and when felt necessary) to be supplied by the company. The company's representative shall have the free access to check the stock of all items issued to the contractor including POL at any time. In case issue / consumption of consumables is in excess they required (as be assessed by the company Engineer), the cost of the excess quantity will be recovered from the contractor as the company may decide. The decision of the company as to the optimum consumption for any activity related to this contract shall be final.

15.0 INDEMNITY AGREEMENT:

a) The contractor agrees to protect, defend, indemnify and hold company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

b) The company agrees to protect, defend, indemnify and hold contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

16.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorised 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.

17.0 PAYMENT & INVOICING PROCEDURE:

17.1 Company shall pay to contractor, 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 this contract. All payments will be made in accordance with the terms hereinafter described.

17.2 All payments by company to contractor shall be made at contractor's designated bank.

17.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which company questions.

17.4 Contractor will submit three sets of invoices to company for processing of payment. Separate invoices for the charges payable under the contractor shall be submitted by contractor for foreign currency and Indian Rupee.

17.5 Contractor shall raise invoice for the lump sum mobilisation charges when the entire equipment/item/ materials and personnel are ready at respective sites for starting the job as certified by the company.

17.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the Company's representative.

17.7 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

17.8 Payment of monthly invoice, if undisputed shall be made within 30 days following the date of receipt of invoices by company.

17.9 The company shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice the company's right to question the validity of the payment at a later date.

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

17.11 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

17.12 Any audit conducted by company of contractor's records, as provided herein, shall be limited to company's verification (i) of the accuracy of all charges made by contractor to company and (ii) that contractor is otherwise in compliance with the terms and conditions of this Agreement.

17.13 The contractor must submit the monthly wages Bank statement of previous month of his workers working under the contract along with their invoices. Without the payment statement invoice of the Contractor shall not be processed.

18.0 Contractor shall strictly comply with all statutory requirements including but not limited to following:

18.1 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues like non-payment of wages to their employees. In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 48 (Forty-Eight) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate. Also, zero rate will be applicable till the operations prior to disruptions are achieved after resumptions of operation.

18.2 In case of operation running for less than 24 hrs. but more than 12 hrs a day for any local environmental issues at a particular well location during the pendency of this contract, for total of 7 (seven) such days during the entire duration of the rig at that location, the contractor shall be paid 50% of the pro rata operating daily rate for the total non-operating hrs. For any additional number of days beyond 7 (Seven) days, no payment shall be made for the non-operating hours. This is excluding the ILM period.

18.3 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract as per the Minimum wages as per Mines and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages as per Mines from time to time and such statutory or any other increase in the wages rates of contract labour

deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

18.4 The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

18.5 The contractor shall periodically submit the monthly challans/ receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.

18.6 The contractor shall pay the wages to the workers engaged under the Contract latest by 10th of each month on regular basis complying to the rates as per the Minimum wages as per Mines and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

18.7 Contractor shall comply statutory minimum labour wages as per Mines, P.F. and bonus to his workers at the prevailing rates as fixed by statutory bodies.

18.8 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual worker's bank account. Contractor must submit the monthly wages Bank statement / wages register statement to the Company along with their invoices.

18.9 Contractor shall ensure deployment of personnel under the contract preferably from local area. Preference should be given to personnel who have experience of working with OIL for similar services.

18.10 The Bidder/Contractor understands that minimum wages as per Mines may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

19.0 APPLICABLE LAW:

19.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

a) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
b) Oil Mines Regulations, 2017.
c) Workmen's of Wages act.
d) Payment of Wages Act.
e) Payment to Bonus Act, 1965.
f) Contract Labour (Regulation & Abolition) Act. 1970

g) Family Pension Schema.
h) Interstate Migrant Workmen Act. 1979 (Regulation of employment and conditions of services).
i) Provident Fund and Misc. Provisions Act, 1952
j) Indian Electricity Act, 1953
k) Central Excise & Salt Act, 1944
l) Income Tax Act, 1961
m) Assam Finance Act, 1956
n) Assam Sales Tax Act, 1947
o) Central Sales Tax Act, 1957
p) Assam Pollution Control Board's Rules & Regulations.

19.3 The Contractor shall not make the company liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the contractor.

19.4 Any permission from the Mines Directorate in connection with the in excess of 08 hours per day shift pattern by the contractor shall have to be arranged by the contractor before commencement of the contract, in consultation with the company. Moreover, since the contractor's personnel engaged shall be working under the Mines Acts and Oil Mines Regulations, the contractor shall have to obtain any other relevant permission from the Mines Directorate to engage his employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the contractor shall deployed held responsible and shall bear all expenses arising as a result thereof.

19.5 The contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

19.6 Moreover, the contractor should obtain and produce in advance to commencement of work the following certificate/approvals -

i) Total manpower list
ii) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
iii) All certificates as per applicable laws including Mines Acts.
iv) Theft reporting and follow up will be contractor's responsibility.
v) Accident reports to be forwarded in standard prescribed formats.
vi) Regional Labour certificate, if required.
vii) List of number of days and man days engaged by the contractor in a year to be provided along with the invoice.

20.0 OIL shall assist contractor for arranging necessary entry permits, if required, for personnel belonging to contractor and its subcontractors engaged with the consent of OIL, provided contractor gives full particulars of such personnel well in advance. However, the primary obligation in this regard shall be on contractor and OIL shall provide necessary documents.

21.0 OIL shall organise all possible help from local government/administration to contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel as well as all security will be the responsibility of Contractor.

22.0 OIL at its own cost shall provide items and services/support services and ensure availability of adequate stock of spares & consumables for uninterrupted operations.

23.0 OIL shall provide the Work-over rig & equipment in good running condition including all rig accessories to be provided as available.

24.0 OIL shall provide cementing unit, cement and cement additives as available with OIL for cementation, if required.

25.0 CONTRACTOR'S OBLIGATION:

25.1 Contractor has to plan & execute the job as per scope of work/details of work in most economic &cost-effective way.

25.2 Contractor should provide a list of materials to be required by them for completion of the well in advance.

26.0 OIL'S AND CONTRACTOR REPRESENTATIVES:

26.1 The actual performance and supervision of all work shall be done by the contractor.

26.2 OIL shall designate representative or representative(s) who shall at alltime have complete access to the work/service unit for the purpose of coordinating of the work performed by Contractor (Bidder).

26.3 Contractor shall designate an operation Manager/Team Leader in charge of Contract. He shall be fully capable and empowered to act for contractor in all matters.

27.0 SAFETY:

27.1 Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

27.2 Contractor shall issue PPE and dungarees regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.

(i) The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows:

Sl. No	PPE Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No per 3 Years
2	Safety Boot	02 Pair per 1 year
3	Hand gloves	01 pair at a time - As and when required
4	Dungarees	02 (One half sleeve & one full sleeve) per 2 years
5	Other PPE	as and when required
6	Safety Belt	as and when required

ii) However, when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.

(iii) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons should be given.

(iv) Contractor shall maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises during the period of the contract.

(v) In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set out in Clause 32.2 below under schedule of rates and payment, penalty on the Contractor shall be levied at the rate equivalent to 3% of ODR per person per day.

(vi) For unskilled and additional manpower following PPE schedule to be followed:

a) Safety Helmet (DGMS approved) - 01 No. per 3 years
b) Safety Boot - 01 Pair per 1 year
c) Dungarees - 02 (One half sleeve & one full sleeve) per 2 years
d) Hand gloves - 01 pair at a time & as and when required.
e) Other PPE - As and when required.

27.3 SAFETY REGULATIONS & LABOUR LAWS:

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out, and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required at prescribe intervals.

27.4 The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mine's authority time to time at well site.

28.0 POLLUTION OR CONTAMINATION:

28.1 Company agrees that the company shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services/operations if such pollution or contamination is caused by company's misconduct or negligence.

28.2 Contractor agrees that the contractor shall be responsible for and shall indemnify the company and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of company's services/operations if such pollution or contamination is caused by contractor's misconduct or negligence.

29.0 CHANGE OF OWNERSHIP:

The Contractor's right and obligations under this contract are not transferable by sale or assignment without the company's written consent. In the event of the work-over rig operation services being sold without the company written consent in addition to its other rights, the company may at its absolute discretion terminate this contract where upon the contractor shall reimburse the company payment, if any paid in advance and not earned, and any sums to which the company may sustain directly as a consequence of such termination.

30.0 The contractor must furnish warranty that it will perform the work in professional manner in accordance with the current state of the art of oilfield practices and in conformity with all specifications, set forth or referred to and with instructions and guidance which the operator may furnish from time to time.

31.0 The duty/off schedule of contractor's personnel must conform to Mines Act 1952 and other guidelines specified by Directorate General of Mines Safety, Dhanbad.

32.0 The contractor shall maintain an ambulance with First-Aid Kit, oxygen cylinder, stretcher and driver at site, as emergency vehicle. The running/ maintenance and fuel liabilities shall be fully borne by the contractor. Another vehicle shall be deployed by Contractor for carrying consumables and other materials to well site. Transportation of crew shall be of Contractor's responsibility.

33.0 TEMPORARY PAUSE OF OPERATION:

Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges, however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. OIL may invoke this clause 04(Four) times under this agreement within the contract period.

34.0 The Company at its sole discretion during the course of the contract may ask for additional similar set of Man-management services at same terms and conditions for additional work-over rig operation from the contractor and the contractor should mobilize the same within standard mobilisation period.

SECTION-VI: SCHEDULE OF RATES AND PAYMENT

1.0 General:

The Company (OIL) agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract. The period of time for which each rate applicable shall be computed from and to the nearest half hour. The rates contained in this contract are based on Contractor's operation being conducted at 24 (TWENTY FOUR)) HOURS WORK in a DAY i.e. 2(TWO) SHIFTS WITH 12 (TWELVE) HOURS PER SHIFT.

2.0 Schedule of Rates:

2.1 Operating Day Rate -

Day rate charges for personnel during operation shall apply upon commencement of work-over operation at present location as per work-over operational programme till declaration for rig down/ rig-release after completion of work-over operation in present location.

2.2 Day Rate during Inter-location Movement -

Day Rate during Inter-location Movement will apply from the declaration of rig down/ rig-release after completion of work-over operation in present location to commencement of work-over operation at next location as per work-over operational programme.

Inter-location distance: Up to 30 km
Allowable time in days for ILM: 7 days

Note:
(i) For every 10 KM increase in distance, beyond 30 KM, 1(One) extra day will be considered.

(ii) If the contractor fails to complete Inter-location Movement within the time limit mentioned above, no payment shall be made for the extra days required for completion of ILM. However, if the delay is not attributable to contractor, the period shall be extended accordingly with payment of Non-Operating Day Rate (NODR).

2.3 Non-Operating Day Rate (NODR)(Per 24 Hrs. day) payable @ 75% of ODR

The Non-Operating Day rate will be payable during ILM period under the following conditions:

- Waiting on order from OIL.
- For all time during which the Company at its option may suspend operations.
- Company decides to replace old equipment and commission new equipment.
- Rig package ready for ILM but Contractor unable to carry out the ILM for any reason not attributable to the Contractor.
- Delay of ILM due to attributable to OIL

2.4 Force Majeure day rate: -

50% of the Operating day rate shall be payable to the contractor during the Force Majeure period as decided by Company. Company shall pay, the contractor a compensation during force majeure condition in the event the operations are suspended due to occurrence of a force majeure event during the operating days /

Inter-location movement period, for the reasons given under force majeure clause elsewhere in this Contract.

NOTE:
(i) Bidders need not quote for FORCE MAJEURE RATE and will not be considered for Bid evaluation.

ii) The estimated quantity indicated in Schedule of Rate Format is for evaluation purpose only. Payment will be made on actual quantity which may vary. Bidders need to quote the rates in their Price bid in the provided Price Bidding Format.

iii) Bidders shall have to submit price break-up for their quoted price complying minimum statutory wage (as per Mines) payment to different class of workers to be deployed by them under the contract. Bids with un-realistic price not conforming to the minimum wage act shall be rejected.

3.0 DEFICIENCY:

3.1 Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, workmanlike manner and in accordance with accepted international oilfield practices is the essence to the contract. Failure to provide required manpower as per contract particularly in respect of the key personnel as per the standard deployment pattern as set out under clause 'PERSONNEL TO BE DEPLOYED' will attract penalty at the following rates:

A. For Tool pusher /Tour Pusher
1. Failure - Failure to provide Tool pusher /Tour Pusher
2. Penalty - At the rate of 10% of the day rate for rig operation for each day of non-availability of the tool pusher/Tour Pusher

B. For Driller/Shift-in-charge/HSE Officer -
1. Failure - Failure to provide Driller / shift in charge.
2. Penalty - At the rate of 5% of the day rate for rig operation for each 12 hourly shift, for non-availability of the Driller / shift in-charge at site.

C. For Mechanic/Asstt. Mechanic /Mud attendant/Electrician -
1. Failure - Failure to provide Mechanic /Asstt. Mechanic / Mud attendant/ Electrician
2. Penalty - At the rate of 5% of the day rate of rig operation for each 12 hourly shift, for non-availability of the Mechanic/Asstt. Mechanic / Mud attendant / Electrician at site.

D. For any other 12 hourly key personnel -
1. Failure - Failure to provide any other 12 hourly key personnel as indicated in clause 2.0 (PERSONNEL TO BE DEPLOYED) under section SCOPE OF WORK AND ITS CONDITIONS
2. Penalty - At the rate of 2.5% of the day rate of rig operation for each 12 hourly shift, for non-availability of each key-personnel at site.

NOTE:

i) The above rates are applicable for the first five days and the % of penalty will be added for each key personnel mentioned above, in case more than one key personnel is absent.

ii) For next consecutive five days, 25% of daily operation rate will be deducted for any key personnel of item nos. (A), (B) & (C).

iii) The operating rate will be further reduced to 50% if any of key personnel could not be provided by the contractor mentioned in 2 above.

iv) Further contractor will be paid zero rate if operation is suspended for non-availability of key-personnel as indicated in clause 2.0 (personnel to be deployed) under section scope of work and its conditions.

v) In case of deficiency of any one of the key personnel, OIL deserves the right to continue or suspend the operation. In case of suspension of work, contractor will be penalized as Clause no. 7.0 herewith. In normal circumstances, no person will be allowed to work more than one shift of 12 hours.

3.2 PPE:

(i) In the event of non-compliance of statutory provisions and safety appliances, Company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Additionally, penalty on the Contractor shall be levied at the rate equivalent "Day Rate" for the operation suspended period.

(ii) If the Company decides to continue operation with the non-compliance due to operational exigency, a penalty equivalent to 20% of "Day Rate" shall be levied on the Contractor for the non-complied period.

3.3 Ambulance Services:

(i) If the Ambulance service remains non-available for any reasons as certified by the Company and operation remains suspended, Zero rate shall be payable for the non-available period of the Ambulance. Additionally, penalty, equivalent to "Operational Day Rate" shall be applicable for the Ambulance non-available and operation suspended period.

(ii) However, if Company decides to continue operation without Contractor's required Ambulance and with Company's own ambulance for a particular period, 50% of "Operational Day Rate" shall be payable until the Ambulance is made available as per Contract requirement.

(iii) If some of the required items (oxygen facility, stretcher etc) of the Ambulance as specified in the contract is found to be not available, a penalty equivalent to10 % of "Operational Day Rate" for each non-available items shall be levied till the required item is made available by the Contractor.

4.0 In the event of the rig or its components, ancillaries, equipment etc., supplied by OIL to the contractor are damaged or lost due to the deliberate carelessness/negligent/ faulty handling by the contractor's personnel, the contractor will be liable for such damages on the basis of OIL's estimated cost of replacement as reduced by any insurance claim which may occur to the company on the cost of such replacement as reduced by any insurance claim which may accrue to the company plus 7% towards handling charges on the cost of such replacement. Any unscheduled break-down of the work-over/service unit, components, ancillaries, equipment etc. due to negligence of default of the contractor which results in hold-up of operations, will entail a penalty at twice the day rate quoted hereof till such fault is remedial without prejudice to the company's right to recover the cost of repairs/spares etc. from the contractor.

5.0 In case of the company taking over operations to remedy a default or to overcome a blowout which occurred due to negligence of the contractor, the day rates shall be paid at 50% of the rates stipulated hereof till such default is remedial and the well remains under direct supervision of the company.

6.0 In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment will be made by the company till such time the contractor comply with the same.

7.0 lf the contractor fails to provide manpower for execution of the contract OR the provided crew (manpower) fails to perform well operation due to Contractor's internal issues, "Zero Rate" shall be applicable for the non-working period. Additionally, penalty equivalent to "Day Rate" shall be applicable for the non-working period.

8.0 WITH-HOLDING:

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

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

If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or continently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

j) Garnishee order issued by a court of law in India.
k) Income-tax deductible at source according to law prevalent from time to time in the country.
l) Any obligation of contractor which by any law prevalent from time to time be discharged by company in the event of contractor's failure to adhere to such laws.

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

9.0 The contractor must submit the monthly wages Bank statement of previous month of his workers working under the contract along with their invoices. Without this wage/payment statement, invoice of the Contractor for subsequent month shall not be processed.

ANNEXURE - I

DETAILS OF OIL WORKOVER RIGS

1. Drillmec Workover Rigs (DM-1, DM-2, DM-3, DM-4)

a. Outfit Engine (Model and Total No. of Engine): Caterpillar C-18(One No.)
b. Rated Power of each Engine: 600 HP at 2100 RPM
c. Drawworks rated input: 550 hp (410 kW)
c. Mast Height: 102 ft
d. Rated Hookload Capacity (with 6 lines strung on travelling block): 275,000 lbs (125 metric ton)
e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 5185 m
f. Drilling Depth Rating (With 4.1/2" OD drill pipe): 2286 m

2. Medium duty Workover Rig BHEL - IRI-`A', IRI -C, IRI-D

a. Outfit Engine (Model and Total No. of Engine): Caterpillar C-11 (Two nos.)
b. Rated Power of each Engine: 350 HP at 2100 RPM
c. Mast Height: 102 ft
d. Rated Hook load Capacity (with 6 lines strung on travelling block): 250,000 lbs
e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 4572 m
f. Drilling Depth Rating (With 4.1/2" OD drill pipe): 1830 m
g. Model of the hoist: 450-SERIES MODEL 1287/160

DOUBLE DRUM MEDIUM DUTY

3. Heavy Duty Workover Rig XJ-120: 6 Nos (RG-A, RG-B, RG-C, RG-D, RG-E, M-1)

a. Outfit Engine (Model and Total No. of Engine): Cat C11-ACERT (Diesel) - (Two nos.)
b. Rated Power of each Engine: 350 HP at 2100 RPM
c. Mast Height: 102 ft
d. Maximum Hook load Capacity: 355000 lbs/ 1580 kN
e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 6096 m
f. Drilling Depth Rating (With 3.1/2" OD drill pipe): 3048 m
g. Model of the hoist: JC21/11F Double Drum (Max. Fast Line Pull: 47,200 pounds)

ANNEXURE - II

DETAILS OF WORKOVER JOBS

THE CONTRACTOR HAS TO CARRYOUT THE WORKOVER JOBS WITH OIL OWNED RIGS INCLUDING BUT NOT LIMITED TO FOLLOWING JOBS:

i)Recompletion of well with/without Gas lift valves, packer with /without electrical submersible pumps and sucker rod pumps.

ii) Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipes, packers, piano wire, scrappers etc. and recompletion of well.

iii) Extension of perforation / reperforation with without plugging back and subsequent operation to bring the well into production.

iv)Isolation of zones by setting cement plug/bridge plug/packers and repairs.

v) Stimulation Jobs - acidization hydro-fracturing proppant.

vi) Sand control using gravel packing/screens consolidated pack.

vii) Sand / cement cleaning and recompletion of wells.

viii) Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.

ix) Water shut off job e.g. by squeezing cement, sodium orthosilicate polymer solution or any other technique.

x) Drilling of cement plug.

xi) Surfactant jobs.

xii) Other allied miscellaneous workover jobs as may be decided by OIL.

ANNEXURE - III

DETAILS OF OTHER WORKS TO BE PERFORMED BY THE CONTRACTOR

1.0 The contractor shall be responsible to carryout work over / servicing operations of Oil & Gas Wells of OIL in the depth range up to 5500 mts. in the OIL's operational areas. The jobs are to be carried out with self-propelled, mobile, mechanical Workover rigs owned by OIL. A brief description contractor's operation under reference is given in ANNEXURE-II.

2.0 The contractor shall be responsible to carry out the following activities in addition to the operations indicated in ANNEXURE -II as part of the WORKOVER RIG OPERATION SERVICE CONTRACT.

i) Placement of rig at site in the well plinth, placement of rig ancillaries, rig stations and equipment for work-over operations in order at site. Necessary back up support for placement of rigs, stations and equipment will be provided by transport fleet of OIL.

ii) The contractor shall be responsible to prepare / load / condition work-over fluid as per advice of Company's representative(s) at the site. The work-over fluid may be brine or clay mud. All requisite chemicals will be provided by Company at the site.

iii) Rigging up and hooking up of surface lines, pilot pit lines, (connection and fittings will be provided by OIL). The actual operation will be the sole responsibility of contractor.

iv) The contractor shall be responsible to check and start the engines of rig, rig pump, well killing pump, well servicing pump, generating-set engines, water pumps engines, etc. and keep everything ready for subsequent operations.

v) The surface connection and surface fittings to and from well head to pumps shall be pressure tested to the recommended limit as advised by OILs authorised representative.

vi) The X-mass tree, well head and its accessories shall be rigged up and rigged down as per well programme or as and when advised by OIL.

vii) The contractor shall be responsible to rig up pipe rack, catwalk, working platforms, substructure and other ancillary equipment at site.

viii) The contractor shall be responsible to rig up the mast and centre the travelling block with respect to well centre after tightening the load guy lines and external guy lines will have to be secured firmly with the guy posts / anchors.

ix) The contractor shall be responsible to carry out the work-over operation as per operation schedule of a particular well as advised by Company representative(s).

x) After completion of work over operations, the Contractor shall rig down the mast of the work-over rig and keep the rig along with all accessories and equipment ready in all respect for moving out to the next forward location.

2.01 Details of Electrical Services to be provided by contractor:

i) Installation, connection and commissioning of alternator, switch board, motors, light fittings for area light, mast lighting, bunk house lighting, shed lighting etc.

ii) Erection of poles for lights fittings and overhead cable laying.

iii) Breakdown and periodical maintenance of all electrical equipment and light fittings etc.

iv) Dismantling of all the electrical equipment, light, poles etc. after completion of work over operations.

Note: The installation of electrical equipment shall be done as per I.E.E. rule and Oil Mines Regulation.

ANNEXURE - IV

Other time frame expected from the Contractor are as under
(TENTATIVE ONLY)

Sl. No. Description of Operation Time Frame

1 Rig up mast 3.00 hours

2 Fixing up of any lines centering of block with respect of well centre 2.00 hours

3 Arrangement & complete rigging down of mast & to make the outfit ready for movement to next location: 5.00 hours

4 Hooking up of all necessary lines for well killing operation to & from well head to well servicing pump and suction tank.

(a) Time for Rig/up: 2.00 hours
(b) Time for rig down Dismantling: 1.00 hour

5 Hooking up & dismantling of pit line of various distribution point to & from water source.

(a) Time for Rig/up: 1.00 hour
(b) Time for rig down Dismantling: 1.00 hour

6 Hooking up & dismantling of pit line to & from well head and pilot pit.

(a) Time for Rig/up: 3.00 hours
(b) Time for rig down/ Dismantling: 2.00 hours

7 Arrangement & installation of tubing raft & ramp working platform, rigging up of tongs: 2.00 hours

8 Killing of the well. However depending on well behaviour the time may vary: 4.00 hours

9 Removal of tubing hanger flange: 1.00 hour

10 Rig up of BOP, testing & necessary fittings and rigging down: 2.00 hours

11 Feeling of top of cement plug/packers etc : 1.00 hour

12 Arranging for & rigging up and dismantling of hydraulic power sub / tubing swivel:

(a) Time for Rig/up: 1.00 hour
(b) Time for rig down/ Dismantling: 1.00 hour

13 Changing of casing/sand line: 4.00 hours

14 Arranging for washing down of sand / cement etc and dismantling of the same: 1.00 hour

15 Washing down of sand / cement .However, depending upon the well situation, the timing may vary: 2.00 hours

16 Making up breaking out of bit/milling shoe etc.

(a) Time for Rig/up: 2.00 hours
(b) Time for rig down/ Dismantling: 2.00 hours

17 Hooking up & dismantling of cement for squeeze job

(a) Time for Rig/up: 1.00 hour
(b) Time for rig down/ Dismantling: 1.00 hour

18 Arranging for and dismantling of swabbing operation by sand line.

(a) Time for Rig/up: 2.00 hours
(b) Time for rig down/ Dismantling: 1.00 hour

19 Rig up of hanger flange and X-mass tree: 2.00 hours

20 Diverting the well to OCS after completion of testing of well: 1.00 hour

21 Changing over of well fluid: 5.00 hours

22. Pulling out /running of Tubing/drill pipes

a. Pulling out open ended tubing, tubing/Drill pipes with Drill bit/mill from the bottom to 2000 meters and Running in open ended tubing , tubing/drill pipes with Drill bit/mill from 2000 meters to bottom

i) Singles: 16 joints per hour
ii) Doubles: 14 stands per hour

b. Pulling out open ended tubing, tubing/drill pipes with Drill bit/mill from 2000 meters to surface and Running in open ended tubing , tubing/drill pipes with Drill bit/mill from surface to 2000 meters

i) Singles: 18 joints per hour
ii) Doubles: 16 stands per hour

c. For running in string packer: As per OIL's Representative instruction

d. Cement cleaning per 5 meters

i. With Drill string: 1.0 hr
ii. With down hole motor: 2 hrs

Note: Tripping speed in some situations may vary and same will be decided by OIL's Representative.

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ANNEXURE-V

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY (IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATIONS
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER
11. DETAILS OF PROFESSIONAL CERTIFICATE, LICENSE, ETC. WITH VALIDITY

AFFIX self-attached PASSPORT SIZE PHOTOGRAPH

Signature & Name of personnel

Seal of Bidder

Sig., Name & Designation of bidder

***NOTE**:*

1. *Attach copies of following documents:*
   - Identity Proof (Driving licence/Voter card/Aadhar card/Pan card/Passport)
   - Date of Birth Proof
   - Proof of educational qualification
   - IWCF certificate (Tool Pusher, Tour Pusher / Night Tool Pusher, Driller & Asst. driller)
   - Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952).
   - valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam.

In case of replacement of the key personnel, the replacement personnel must have the qualification and experience as per SOW and shall submit their credentials along with their recent passport colour photographs & documents to Company for Identification/Verification.

To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of service: Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.

4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety

5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral

binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect tothe job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

16. OIL will communicate all information to the Contractor or his authorized representative only.

17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

18. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/

facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.

20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

24. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

25. Barricading of area to be done with reflecting tapes as applicable during work.

26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

31. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

B. Additional Points in case of Areas/ Installations under Mines

1. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

2. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

3. The return shall be submitted quarterly (by 10th of April. July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

4. The Contractor shall report all near misses, minor and reportable accident to the Engineer In Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form – J for Reportable accident and Form – K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer In Charge.

5. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

7. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.

8. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years

for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

9. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

10. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O2/CO/H2S) and FLP tool, torch light etc. to be made available at site.

11. The Contactor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

(Seal) Yours Faithfully

Date_____
M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT (IP)

Between

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

And

_____ hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for "**Hiring services of operation and maintenance of One (1) Workover Rigs of OIL"**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

Section: 1 -Commitments of the Principal

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

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

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

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

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

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

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

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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

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

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

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

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

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

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

(1) The Principal will enter into Pacts on identical terms with all bidders.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

..... **For the Principal** Date : Place :	**.....** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

E-TENDER NO. CDO7115L25

PROFORMA-I

BID FORM

To
M/s Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDO7115L25

Gentlemen,

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

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date of Bid opening 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 _____ 2024.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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

E-TENDER NO. CDO7115L25

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM-CONTRACTS(HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO7115L25

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO7115L25** for **Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

TO
CGM-CONTRACTS(HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDO7115L25

We_____of_____

Confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDO7115L25** for **– Hiring services of operation and maintenance of One (1) Workover Rigs of OIL** for any commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

PROFORMA-V

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

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

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

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs._____

b) This guarantee shall be valid till .....

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished

and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

_____
(Signature, Name and Address)

Date: _____

Place: _____

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

E-TENDER NO. CDO7115L25

PROFORMA-VI

[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

PROFORMA-VII

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____day of _____

Notwithstanding anything contained herein:

e) Our liability under this Bank Guarantee shall is restricted up to Rs._____

f) This guarantee shall be valid till .....

g) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).

h) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Contd...P/2

PROFORMA-VII

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS_____
Designation_____
Name of the Bank_____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602.

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

PROFORMA-VIII

AGREEMENT FORM

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 in the State of Assam, 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. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 5% of Contract value) with validity of 90 (Ninety) days beyond the contract period.

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 Intent 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) PART-I indicating the General Conditions of this Contract;
(b) PART-II indicating the Schedule of work, unit, quantities & rates;
(c) PART-III indicating the Special Conditions of Contract;
(d) PART-V indicating the Safety Measures.

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 Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

E-TENDER NO. CDO7115L25

PROFORMA-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. CDO7115L25

To,
The CGM-Contracts(HoD)
Contracts Department,
OIL, Duliajan

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 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 Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

E-TENDER NO. CDO7115L25

PROFORMA-X

(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref : Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC of Tender No. CDO7115L25

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: 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.

E-TENDER NO. CDO7115L25

PROFORMA-XI

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER NO. CDO7115L25

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

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

12.	Confirm that percentage of Local Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Whether Technical Evaluation Sheet for BEC BRC submitted	
20	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: **PP-LC or MSE**?	

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

Signature _____

Name _____

Designation _____

Office Stamp _____

E-TENDER NO. CDO7115L25

PROFORMA-XII

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ..... for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. .....

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

PROFORMA-XIII

UNDERTAKING FOR LOCAL CONTENT

(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for **Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.**

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA-XIV

NOT APPLICABLE

PROFORMA-XV

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 03 (Three) completed accounting years upto..... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR	**NET WORTH** In INR

Place:
Date:

Seal:

Membership Number: Signature

Registration No.:

UDIN:

PROFORMA-XVI

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO7115L25

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

PROFORMA-XVII

TECHNICAL EVALUATION SHEET FOR BEC E-TENDER NO. CDO7115L25

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1		**BID EVALUATION CRITERIA (BEC)** The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
2	1.0	**The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.** Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-			

		PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection being non-compliant. (b) The Bidder shall submit an undertaking from their authorised signatory having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded **[Format enclosed as Proforma-XIII]**. (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. (d) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.			
2.0 <u>TECHNICAL EVALUATION CRITERIA</u>					
3	**2.1**	The bidder must confirm the following in their bid: i. To provide experience and qualified personnel by giving an undertaking **(Appendix-3 to BEC)** on bidder's letter head along with the bid. The qualification and work experience of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 Section-IV: SCOPE OF WORK of Part-III SCC.			

		The Biodata of the key personnel along with supporting documents in originals to this effect must be submitted for OIL's identification/verification at the time of deployment/mobilization. The original documents shall be returned to the contractor/concerned individual immediately after the identification/verification. ii. To quote for full service as laid down in TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/DETAILS OF SERVICES.			
4	**2.2**	Bidder to quote for O&M of 01 (One) of Workover Rigs and shall confirm same in the bid.			
3.0 <u>FINANCIAL EVALUATION CRITERIA</u>					
5	**3.1**	Net worth of the bidder must be Positive for the preceding financial/accounting year. **[Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".**]**			
6	**Notes to BEC clause 3.0 above**	**a.** For proof of ~~Annual Turnover &~~ Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm			

		Registration Number), as per format prescribed in **Proforma-XV**. 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 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-X**. **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 3.1 ~~& 3.2.~~			
4.0 <u>COMMERCIAL EVALUATION CRITERIA</u>					
7	**4.1**	Bids are to be submitted under Single-Stage Two-Bid System i.e., Un-priced Techno-Commercial Bid and Priced Bid in their respective fields in e-tender portal. The Un-priced techno-commercial bid (or technical bid) is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per PRICE BID FORMAT uploaded in the "Notes & Attachments" Tab. Only the Price Bid should contain the quoted price. Bids shall be rejected outrightly if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.			
8	**4.2**	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
9	**4.3**	Bid received with validity of offer less than Ninety (90) days from Bid Opening Date will be rejected.			
10	**4.4**	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 12.0. Exemption from submission of bid security			

		shall be governed by ITB Clause No. 13.0			
11	**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 "Part-VI/Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
12	**4.6**	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
13	**4.7**	Bids received through the e-procurement portal shall only be considered for evaluation. Bids received in any other form like physical document/ Telex/ Cable/ Fax/ E-mail, shall not be considered and will be rejected.			
14	**4.8**	Bids submitted after the Bid Closing Date and Time will be rejected.			
15	**4.9**	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
16	**4.10**	Bid documents shall be typed or written in indelible ink and shall digitally signed by the bidder or his authorised representative, failing wh the bid will be rejected.			
17	**4.11**	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such			

		corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
18	**4.12**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
19	**4.13**	Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.			
20	**4.14**	Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected – (i) Firm price (ii) EMD/Bid Security/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Mobilisation (xvi) Integrity Pact			
21	**4.15**	The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act			

		obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.			
22	**4.16**	Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide Exhibit-I, Exhibit-II and Exhibit-III along with the technical bid.			
23	**4.17**	**FURNISHING FRAUDULENT INFORMATION/DOCUMENT** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates/ information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX.**			
24	**4.18**	Bidders shall submit declaration as per **Appendix-1 to BEC** that they are neither bankrupt nor undergoing any insolvency resolution process			

		or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			
25	**4.19**	Bidders shall submit declaration as per **Appendix-2 to BEC** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL			
26	**4.20**	Duly filled **Technical Evaluation Sheet (Proforma-XVII)** and **Commercial Checklist (Proforma-XI)** are required to be submitted alongwith the technical bid. a. To be submitted along with the technical bid. Non-submission of the same will render the bid liable for rejection.			
5.0 <u>PRICE EVALUATION CRITERIA</u>					
27	**5.1**	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			
28	**5.2**	The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" and summarized in **PRICE BID FORMAT.** Bidders are required to quote for all the items as per **PRICE BID FORMAT**, otherwise the offer of the bidder will be straightway rejected.			
29	**5.3**	**Bidders must submit the price break-up for their 'Operating Day Rate charge' as per the format provided (Annexure-I to Price Bidding Format) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without breakup of 'Operating Day Rate charge' or**			

		price not conforming to the Minimum Wage Act shall be rejected.			
30	**5.4**	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.			
31	**5.5**	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.			
32	**5.6**	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
33	**5.7**	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
34	**5.8**	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lots between the parties offering the same overall lowest price.			
35	**5.9**	**The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST as per the PRICE BID FORMAT for 04 (Four) years of operation and maintenance for 01 (One) No. Workover Rig.** Total Estimated Contract cost for operation & maintenance of **01 (one)**			

		no. Workover rig for 04 years including all taxes & duties and GST. T = TM + TOP + TILM + TRM WHERE, i) Total Mobilization charges of personnel, Lump sum, TM = M x 1 ii) Total Operating day rate charge for personnel, TOP = ODR x 1236 Days iii) Total Day Rate charge during ILM days, TILM = ILM day rate x 224 days (iv) Total Remobilization Charge, TRM = RM x 4 NOTE: The above items are defined in Schedule of Rates/Price bid forma			
36	**5.10**	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.			
37	**5.11**	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts			

		will be binding on the bidder.			
38	**5.12**	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
39	**5.13**	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
40	**5.14**	For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto two (2) decimal places without rounding off for evaluation.			
41	**5.15**	If a bidder quotes total Charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered.			
6.0 GENERAL					
42	**6.1**	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			
43	**6.2**	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is			

		satisfied with the substantial responsiveness of the offer.			
44	**6.3**	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			
45	**6.4**	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
46	**6.5**	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
47	**6.6**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
7.0	**PURCHASE PREFERENCE CLAUSE:**				
48	**7.1**	**PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by Ministry of Micro, Small and Medium Enterprises, and any amendment thereof. **Documentation required to be submitted by MSEs:** The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit **Udyam Registration Number with**			

		Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs. Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.			
49	**7.2**	**PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. **P-45021/2/2017-PP (BE-II) dated 16th September 2020** (and as amended time to time) with modifications as notified vide MoPNG Order No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022**, shall be applicable in this tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.			
8.0	**CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES**				
50	8.1	The service is non-splitable i.e., single contract shall be awarded for the entire scope of work under this tender, subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. Bidders are advised to refer to the said Order for further detail.			
51	8.2	Matching of Price: The matching of the total price with the L1 bidder based on the criteria mentioned above shall be as under:			

		I. In case 'Operating Day Rate (ODR)' of the bidder is higher than the corresponding price quoted by the L1 bidder: i. The 'Total Price per rig' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 price. If the 'Total Price per rig' of the bidder after matching is found to be higher than the price of the L1 bidder, the differences in the 'Total Price per rig' after matching as above, shall be reduced proportionately from remaining line items to match the 'Total Price per rig' of the bidder per rig to the corresponding price of L1 bidder. ii. In case the 'Total Price per rig' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price per rig' of the bidder with the L1 price. II. In case the 'Operating Day Rate (ODR)' of the bidder is lower than the corresponding L1 price: The difference in the 'Total Price per rig' of the bidder and L1 price shall be reduced proportionately from all the line items except for 'Operating Day Rate (ODR)', to match the 'Total Price' of the bidder to the corresponding L1 price.			
9.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:					
52	**9.1**	Oil India Limited (OIL) has engaged the following seventeen (17) Independent Inspection Agencies for a period of four (4) years with effect from 07.06.2024 to verify and certify various documents required against BEC/BRC of the tender: **Sl.	Name of Independent	Contact E-mail ID**			

No.	Inspection Agency	
(i)	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
(ii)	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
(iii)	M/s Conformity India International Private Limited	a. mktg@ciindia.in
(iv)	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
(v)	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
(vi)	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com

			(vii)	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org				
			(viii)	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com				
			(ix)	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	a. contact@gulfllloyds.com b. inspection@gulfllloyds.com				
			(x)	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com				
			(xi)	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com				
			(xii)	M/s Meenar Global Consultants LLP	a. sales@mgellp.in				
			(xiii)	M/s Rites Limited	a. nrinspn@rites.com				

				b. info@rites.com c. sbu.ninsp@rites.com			
			(xiv)	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.co		
			(xv)	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com		
			(xvi)	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com		
			(xvii)	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com		
53	**9.2**	The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified **Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective					

		bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.			
54	**9.3**	As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an **Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening**. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.			
55	**9.4**	The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to: (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents			

		inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder. (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL"s empaneled third-party agency shall not automatically make the bidder eligible for award of contract. (c) Verification of documents are normally categorized as under: ➢ **General Requirement:** • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company – last three years (minimum) • Check Bidder's Certificate of Incorporation – Domestic Bidder. ➢ **Additional Documents: (If applicable against the tender)** • Joint Ventures Agreements – To cross-check with JV Partners. • Holding/Parent/Subsidiary/SisterSubsidiary/Co-Subsidiary Company – To check the Share Holding pattern.			

		➢ **Technical Criteria** • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. ➢ **Financial Criteria** • To check the Line of Credit, if incorporated in the tender. **Notes:** (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. Similarly, if any document like LOI/LOA/Contracts etc. issued by Oil India Limited are submitted towards BEC experience criteria, such documents need not be verified by TPI agency. (ii) Format for Inspection Certificate from TPI Agency as per format (**Proforma-XVI**) enclosed should be submitted along with the Bid.			
56	**10.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(REF. CLAUSE NO. 18.6 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

(REF. CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

EXHIBIT–III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

(REF. CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

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)

***

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/SERVICE: Hiring services of operation and maintenance of One (1) Workover Rigs of OIL.

PRICE BID FORMAT: E-TENDER NO. CDO7115L25

NAME OF BIDDER	
Bidder's GST No.	
SAC/HSN Code	

Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	**Mobilisation** On the date and time at which the Contractor mobilizes his complete crew personnel as specified in the contract for commencement of operation at the specified site shall be considered as mobilization of the crew	LUMPSUM	1				0.00	0.00
20	**Operating Day Rate** Day rate charges for personnel during operation shall apply upon commencement of work-over operation at present location as per work-over operational programme till declaration for rig down/ rig-release after completion of work-over operation in present location	DAY	1,236	0.00			0.00	0.00
30	**Day Rate during ILM** Day Rate during Inter-location Movement will apply from the declaration of rig down/rig-release after completion of work-over operation in present location to commencement of work-over operation at next location as per work-over operational programme	DAY	224				0.00	0.00
40	**Re-mobilization**	LUMPSUM	4				0.00	0.00
						Total (Rs)	0.00	0.00
								The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)

3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

4. Price Bid uploaded without giving any of the details of the taxes (including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.

6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012 or Purchase Preference Policy (linked with Local Content).

7. Refer to GCC & SCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description and other terms and conditions

9. Mobilisation Period: Thirty (30) Days from the date of issue of Mobilization Notice by OIL after issuance of LOA.

10. Bidders must submit the price break-up for their 'Operating Day Rate charge' as per the format provided (Annexure-I to Price Bidding Format) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without breakup of 'Operating Day Rate charge' or price not conforming to the Minimum Wage Act shall be rejected.

E-TENDER NO: CDO7115L25
ANNEXURE-I TO PRICE BIDDING FORMAT

PRICE BREAK-UP FORMAT FOR OPERATING DAY RATE

Name of Bidder	

Sl. No.	**DESIGNATION**	**Category**	**(BASIC+VDA) PER MONTH (Rs.)**	**EPF (12% of Basic + VDA) PER MONTH (Rs.)**	**ESI (3.25% of Basic + VDA) PER MONTH (Rs.)**	**MINIMUM BONUS (8.33% of MONTHLY MINIMUM WAGES) (Rs.)**	**ADDITIONAL ALLOWANCE (Max ₹ 2250 per month) (Rs)**	**TOTAL MONTHLY WAGES PER WORKMEN (Rs.)**	**QTY**	**GROSS MONTHLY WAGES (Rs.)**
1	Tool Pusher	OFFICER						0.00	2	0.00
2	Tour Pusher	OFFICER						0.00	2	0.00
3	Driller	OFFICER						0.00	4	0.00
4	Asst. Driller	Highly Skilled						0.00	4	0.00
5	Topman/Derrick man	SKILLED						0.00	4	0.00
6	Rigman	SEMI SKILLED						0.00	20	0.00
7	Mechanic	SKILLED						0.00	4	0.00
8	Asstt. Mechanic	SEMI SKILLED						0.00	4	0.00
9	Electrician	SKILLED						0.00	4	0.00
10	Mud Attendant	SKILLED						0.00	4	0.00
11	Helper	UNSKILLED						0.00	8	0.00
12	HSE cum Liasioning Officer	OFFICER						0.00	2	0.00
13	Cleaner	UNSKILLED						0.00	2	0.00
A	Total cost for wages of personnel (Rs.)									0.00
B	Total monthly cost for safety items (Rs.)									
C	Total monthly cost for vehicles (Rs.)									
D	Total monthly cost for fooding and drinking water expenses (Rs.)									
E	Total monthly cost for miscellaneous items like overhead, camp establishment, Liaison, etc (Rs.)									
F	Profit (Rs.)									
G	Total monthly cost, G=(A+B+C+D+E+F) (Rs.)									0.00
H	**Operating day rate (Rs.), ODR= G ÷ (365/12)**									0.00

Note:
• Salary of the above personnel should be as per the category applicable under the minimum wages.