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

INDEG DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN-786 602, INDIA
TEL: (+91) 374 2808747
E-mail: indeg@oilindia.in



FORWARDING LETTER

Subject: Tender No. TPI00151IN Dated. 23.08.2024 for hiring of Third-Party Inspection services (TPI)

Dear Sir/Madam,

1.0 **OIL INDIA LIMITED (OIL)** is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Navaratna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection to its operations, OIL invites **SHORTLISTED BIDDERS ONLY** to submit their bids through OIL's e-procurement site for the services mentioned below. One complete set of Bid Document for above 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.

3.0 Tender has been issued to following short listed bidders only. Other bidders are not eligible to quote against the tender.

(i) M/s. LRQA Inspection Services LLP (formerly Lloyds)
(ii) M/s. Bureau Veritas (India) Pvt. Ltd.
(iii) M/s. RITES Ltd.
(iv) M/s. IRCLASS Systems and Solutions Pvt. Ltd.
(v) M/s. DNV MES India Pvt. Ltd.
(vi) ~~M/s. Tuboscope Vetco*~~

* M/s Tuboscope Vetco shall be allowed after they establish office in India.

4.0 For your ready reference, few salient points of the Tender are highlighted below:

	E-Tender No.	:	**TPI00151IN Dated. 23.08.2024**
	Type of Bidding	:	**SINGLE STAGE COMPOSITE BID SYSTEM – LIMITED TENDER.**
	Bid Closing Date & Time	:	**As mentioned in OIL's E- procurement portal (11:00 HRS).**
	Technical Bid Opening Date & Time	:	**As mentioned in OIL's E- procurement portal (14:00 HRS).**
	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal

	Bid Opening Place	:	Office of CGM-INDEG (HoD), INDEG Department, Oil India Limited, Duliajan - 786602, Assam, India.
	Bid Validity	:	Bid should be valid for **60 days** from actual bid closing date.
	Performance Guarantee	:	Applicable @ 05% of Order value if contract value exceeds INR 10 lakhs
	MSE Purchase Preference	:	Applicable
	Contact Details	:	Amit Kumar Prasad e-mail: amit_prasad@oilindia.in TEL: 0374 - 2808747
	E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: erp_mm@oilindia.in
	Bids to be addressed to	:	CGM-INDEG (HoD), INDEG Department, Oil India Limited, Duliajan -786602, Assam, India.
LIST OF ANNEXURES & APPENDIX			
	Annexure-I		Scope of Work for TPI, QAP etc.
	Annexure-II		Priced Format (available under "Notes and Price bid attachment" tab of e-tender)
	Annexure-III		BEC / BRC
	Annexure-IV		Copy of PO(s) placed on Supplier.
	Annexure-V		Special conditions of Contract (SCC)
	Annexure-VI		General conditions of Contract (GCC)
	Appendix-I		Acceptance of Scope of Work.

5.0 OIL looks forward to your active participation in the Tender.

Thanking You
Yours Faithfully,
OIL INDIA LIMITED

(Amit Kumar Prasad)
Sr. Manager-INDEG
For CGM- INDEG (HoD)
For Resident Chief Executive

Annexure-I:

Scope of Work for TPI, QAP etc.

Scope of Works

Sl. Nos.	Description of items	Qty.
01	Inspection of 3-1/2" tubing (Qty. 4500 mtr.) & accessories as per QAP No.: QPLAN/PT/001/2024 Revision No.: 00 Date: 20.07.2024 Reference Contract No. PO No. 7400350 Place of inspection: Oil Country Tubular Limited (Factory) Sreepuram, Narketpally Nalgonda District, Telangana-508254, India Contact Person: a. Mrs. R. Srilakshmi Email: mktg@octlindia.com Contact No.: 9963720909 b. Mr. G.V. Madava Rao Contact No.: 98660 79364	**1 Lot**

****

QAPs

OIL COUNTRY TUBULAR LIMITED

Sreepuram, Narketpally, Dist. Nalgonda, T.S., INDIA.

Quality Activity Plan (QAP)

Quality Plan Number	:	QPLAN/PT/001/2024	Rev	:	00	Date	: 20th July 2024
Product Description	:	3-1/2"OD, 10.20 PPF, L-80 Type-1, PSL-1, R-II (95% tubing 9.00 Mtrs and above), ABTC-II Premium Thread Tubing. Nipple, Crossovers and Pup Joints					
Customer	:	Oil India Limited					
Customer Reference No	:	7400350/IDS, Dated: 06-07-2024					
Internal Order No	:	-------					

1. Customer Order Review

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
Manufacturing/ Inspection / Documentation Requirements	Document Review - 100%	Customer Order & Specifications, QP-04	Order review Form	Order review Form
Inspection By	Not Applicable			
Hold/witness/monitor/review	Not Applicable			

2. Issue Instructions

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
a) Internal Order Copy	Document Review - 100%	Customer Order	Internal Order	Internal Order
b) Manufacturing Traveler (MT), Process Control Plan	Document Review - 100%	Internal Order, Customer Order, order review form	Process control plan	Process control plan
c) Inspection Method Sheet	Document Review - 100%	Internal Order Drawings	Internal Order Drawings	Internal Order Drawings
Inspection By	PPC & Engineering			
Hold/witness/monitor/review	Not Applicable			

3. Raw Material Inspection & Mechanical Tests

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
a) Review of Supplier's Test Certificate	Document Review - 100%	OCTL R.M Purchase Order	OCTL RM Purchase Order	Mill TC
b) Chemical Analysis	Lab Analysis - Two per Heat	QP-10	OCTL RM Purchase Order	Incoming inspection report
c) Physical Dimensions	Dimensional - Random	QP-10	OCTL RM Purchase Order	
d) Heat Treatment	Records Review - 100%	Set -up Sheet	Furnace Parameters record	HT Records
e) Tensile Testing, Impact Testing and Hardness testing	One per Lot & All Heats inclusive	API 5 CT & PCP	API 5 CT & PCP	Mechanical Testing Register
Inspection By	Quality Control			
Hold/witness/monitor/review	Mechanical Test witness & Review of documents by TPI Chemical Analysis as per API 5CT witness by TPI			

Prepared by:

Approved by:

OIL COUNTRY TUBULAR LTD. * CONTROLLED COPY *

OIL COUNTRY TUBULAR LIMITED

Sreepuram, Narketpally, Dist. Nalgonda, T.S., INDIA.

Quality Activity Plan (QAP)

Quality Plan Number	:	QPLAN/PT/001/2024	Rev	:	00	Date :	20th July 2024
Product Description	:	3-1/2"OD, 10.20 PPF, L-80 Type-1, PSL-1, R-II (95% tubing 9.00 Mtrs and above), ABTC-II Premium Thread Tubing. Nipple, Crossovers and Pup Joints					
Customer	:	Oil India Limited					
Customer Reference No	:	7400350/IDS, Dated: 06-07-2024					
Internal Order No	:	-------					

4. Non Destructive Testing

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
a) Straightness	Visual/ Taut String-100%	QND-01	WI/QC/001	Pipe Visual Inspection report
b) Visual	Visual-100%	QND-01	WI/QC/001	
c) Full Length Drift Test	Drifting-100%	QND-01	WI/QC/001	End Area Inspection Report
d) Length	Measurement-100%	PCP & PO	WI/QC/001	Pipe Visual Inspection report
e) Transverse End Area	Dry MPI-100%	QND-02	WI/QC/002	End Area Inspection Report
f)EMI : Longitudinal and Transverse defects, Wall Thickness and Grade Identification	Electro Magnetic Inspection-100%	QND-03	WI/QC/004	EMI Inspection Report
g) EMI Records	Records Review-100%	QND-03	WI/QC/004	Records / Charts
h) Longitudinal End Area	Dry MPI-100%	QND-02	WI/QC/003	End Area Inspection Report
i) Weight	Measurement-100%	QND-01	WI/QC/001	Pipe Visual Inspection report
j) Product Numbering	Visual-100%	FORM/PPC/008/02	WI/QC/001	
k) Color Coding	Visual-100%	QP-14	WI/QC/001	
l) Disposition	Document Review	QND-05	QND-05	
Inspection By	Quality Control			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

5. Threading (Pipe, Nipple, Crossover, Pup Joint and Coupling)

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
Thread Element Inspection	Dimensional & Visual - 100%	ABTC-II, IMS & Drawing	ABTC-II, IMS & Drawing	ABTC-II Thread Inspection Report
Inspection By	Quality Control			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

6. MPI Test for Couplings

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
Wet Magnetic Particle Inspection	Wet MPI - 100%	QTJ-05	WI/QC-TJ/HD-MPI	Couplings MPI Report
Inspection By	Quality Control			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

Prepared by:

Approved by:

OIL COUNTRY TUBULAR LTD. *CONTROLLED COPY*

OIL COUNTRY TUBULAR LIMITED

Sreepuram, Narketpally, Dist. Nalgonda, T.S., INDIA.

Quality Activity Plan (QAP)

Quality Plan Number	:	QPLAN/PT/001/2024	Rev	:	00	Date	: 20th July 2024
Product Description	:	3-1/2"OD, 10.20 PPF, L-80 Type-1, PSL-1, R-II (95% tubing 9.00 Mtrs and above), ABTC-II Premium Thread Tubing. Nipple, Crossovers and Pup Joints					
Customer	:	Oil India Limited					
Customer Reference No	:	7400350/IDS, Dated: 06-07-2024					
Internal Order No	:	-------					

7. PHOSPHATING-Zn for Couplings

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
a) Analysis for Acid Points and Iron Content	Lab Analysis - Once per Shift	ES-017	ES-017	Phosphating analysis register
b) Coating Weight	Coupon Test - One Per Qualifying Process	ES-017	ES-017	Phosphating analysis report
c) Coating Inspection				
1) Visual	Visual - 100%	WI/TJ-PH & ES-017	ES-017	Coupling Phosphating Report
2) Adhesion test	With soft Rubber - Random	WI/QC-TJ/FI	WI/QC-TJ/FI	
Inspection By	Production / Quality Control			
Hold/witness/monitor/review	Not Applicable			

8. Buck On

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
Buck On	Visual-100%	ABTC-II & PCP	WI/WTC-BOT	Buck On Log Sheet
Inspection By	Production			
Hold/witness/monitor/review	Not Applicable			

9. Hydro Testing

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
Hydro testing	Visual-100%	API 5CT & QTJ-08	API 5CT & QTJ-08	Hydro Log Sheets and Graphs
Inspection By	Production			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

Prepared by:

Approved by:

OIL COUNTRY TUBULAR LTD. * CONTROLLED COPY *

OIL COUNTRY TUBULAR LIMITED

Sreepuram, Narketpally, Dist. Nalgonda, T.S., INDIA.

Quality Activity Plan (QAP)

Quality Plan Number	:	QPLAN/PT/001/2024	Rev	:	00	Date	: 20th July 2024
Product Description	:	3-1/2"OD, 10.20 PPF, L-80 Type-1, PSL-1, R-II (95% tubing 9.00 Mtrs and above), ABTC-II Premium Thread Tubing. Nipple, Crossovers and Pup Joints					
Customer	:	Oil India Limited					
Customer Reference No	:	7400350/IDS, Dated: 06-07-2024					
Internal Order No	:	-------					

10. Final Inspection

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
a) Pipe Body Inspection	Visual -100%	QFI-01 / Check List FORM/QC-FI/006/01	Check List FORM/QC-FI/006/01	Tubing Pipe Bench Inspection Report
b) Threading Inspection	Visual-100%	IMS for ABTC-II	IMS for ABTC-II	
c) Length	Measurement-100%	PO & PCP	PO & PCP	
d) End Drifting	Drifting-100%	API 5CT, PO & PCP	API 5CT, PO & PCP	
e) Acceptance at all stages	Document Verification	Master Register	Master Register	
Inspection By	Quality Control			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

11. External Coating, Marking & Packing

Characteristic to be Verified/ Inspected	Inspection Method and Frequency	Reference Documents	Acceptance Criteria	Records
External Coating & Making	Visual-100%	QFI-01 /Customer P.O	QFI-01 & FORM/PPC/003/03	
Inspection By	PPC / QC			
Hold/witness/monitor/review	10% witness and 100% Review of documents by TPI			

Legend:	IMS: Inspection Method Sheet	PCP: Process Control Plan	WI: Work Instruction	Drg.: Drawing
	ES: Engineering Specification	TC: Test certificate		

APPROVED BY
Sign:.....
Name: NIROPAM MEDHI
Degn: CE-PSS(P&D)
Salary Code: 200498
Production Services Support Deptt,
OIL INDIA LTD, DULIAJAN

Prepared by:

Approved by:

Annexure-III

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

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

BID REJECTION CRITERIA (BRC):

Vital criteria for acceptance of bids: -

The following vital conditions should be strictly complied with failing which the bid will be rejected:

A.1 Technical: Bid should conform to the scope of work stipulated in tender documents. Non-conforming bids shall not be considered and may be rejected.

A.2 Commercial:

A.2.1 Bid complete in all aspects should be submitted digitally signed by the authorised signatory of the bid failing which bid will be rejected.

A.2.2 Duly filled price format and acceptance to scope of work are to be submitted through OIL'S E-Procurement portal only before the scheduled date and time for the tender closing. The documents are to be digitally signed by the authorized signatory.

A.2.3 The Priced bid shall contain only the prices duly filled in the price format of OIL's e-procurement engine. Filled in price format should be uploaded in the e-bid by bidders at "Notes and Price bid attachment". The online price field in SRM item data may be left blank. Prices if any filled in the online price field in SRM portal shall not be given any cognizance.

A.2.4 Offers of following kinds will also be rejected:

(a) Offers not submitted in e-form through OIL's e-procurement engine.
(b) Offers which do not confirm unconditional validity of the bid, for 60 days from the date of opening of bid.
(c) Offers where the prices are not firm and / or with any qualifications.
(d) Offers which do not conform to OIL's price bid format.
(e) Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted.

B. Evaluation methodology:

B.1 Price Evaluation criteria: - Evaluation shall be carried out on item wise L1 basis (i.e., each item shall be evaluated separately) and individual Letter of Award (LOAs) shall be issued against each item mentioning individual ***Reference Contract No.*** *as mentioned against each item.*

B.2 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:

Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Policy for procurement of goods from Micro and Small Enterprises (MSE) including Amendments is applicable. Bidders are requested to take note of the same and to submit their offers accordingly.

i) Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises.

ii) The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:

a). Udyam Registration No. with Udyam Registration certificate

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

iii) For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are registered with the appropriate authority for the said service(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the service as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

B.3. ***Payment Terms:*** *100% payment will be made only after submission of Inspection report in totality for the lot wise order quantities of OIL's Purchase order on its supplier as per SOW.*

C. General

C.1. Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type indicated separately will not be considered for evaluation purpose. However, in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.

C.2. Other terms and conditions of the tender shall be as per General conditions of Contract (GCC). However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General conditions of Contract (GCC) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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Annexure-IV:

Copies of Orders placed on suppliers

Vendor Code [200103]
M/s. OIL COUNTRY TUBULAR LIMITED
King Kothi Road,
Hyderabad
9, Kanchanjunga,
HYDERABAD
500001
Telangana

PURCHASE ORDER NO : 7400350/IDS
PURCHASE ORDER DATE : 06.07.2024

ABOVE PO NO & DATE MUST APPEAR ON ALL DOCUMENTS / CORRESPONDENCE ETC.

Dear Sirs,

Reference: **Your Quotation Ref. No.: OCTL/OIL-3-1/2" P.Tubing-IDS6090L25/2024-2025 dated 18.04.2024 vide E-mail dated 19.04.2024 and subsequent mail dated 17.06.2024 against OIL's Developmental Tender No. IDS6090L25 dated 05.04.2024.**

With reference to above, we have pleasure in placing with you our FIRM ORDER for supply of the goods noted below. This order will be governed by the general instructions given below and standard terms & conditions as per attached Annexure-I. Changes, additions and deletions thereto including those to the ordered equipment or material shall be authorised solely by an amendmentto order executed in the same manner as this order. Please return the enclosed acknowledgment form duly signed and sealed in token of your acceptance of the order within two (2) weeks from the date of receipt this order.

Item No./ Mat. Code	Material Description	Quantity (UOM)	Unit Rate (Currency)	Total Value (Currency)
	This order is placed under Integrated Goods and Services Act, 2017(13 of 2017) as the item(s) is/are required for the purpose in respect of which Ministry of Finance, Department of Revenue has allowed supply at GST @12% vide Notification No. 8/2022-Integrated Tax (Rate) dated 13.07.2022.			
	88.9 MM(3.5") OD L80 NUE PREMIUM CONNECTION TUBING			
	88.9 MM(3.5")OD L80 NUE PREMIUM CONNECTION TUBINGS			
10 02308181	Brand new & unused seamless tubing with coupling, manufactured, tested and certified as per API Specs 5CT (latest edition), as detailed below OD: 88.90 mm (3.5 inch) Weight: 15.18 Kg /m (10.2 lbs/ft), ID (Min): 74.22 mm (2.922 inch) Drift Diameter(Min): 71.04 mm (2.797 inch) Coupling OD (Max): 107.95 mm (4.25 inch), Steel Grade: L 80 Product specification level: PSL 1 End: Non-upset end Length: In Range - 2, 95% of tubing with length 9.0 meter and above Coating: The tubing shall be coated as per API Spec. 5CT and adequately oiled to withstand sea voyage Thread: Tubing & coupling shall be threaded to any	4500 (M)	4331.78 (INR)	19493010.00 (INR)

PURCHASE ORDER NO : 7400350/IDS
PURCHASE ORDER DATE : 06.07.2024

Item No./ Mat. Code	Material Description	Quantity (UOM)	Unit Rate (Currency)	Total Value (Currency)
	one of the following premium thread type, and suitable thread protector shall be provided in both ends. a) ATLAS BRADFORD TC-II b) Hunting Seal lock- HT c) NS-CT d) TENARIS HYDRIL 3SB e) VAM TOP f) JFE FOX g) JFE BEAR h) BGT 2 i) CBS 3 j) VA Superior k) Hunting Seal Lock XD			
	NIPPLE, 3.5", VAM TOP			
20 02308183	NIPPLE, End connections: VAM TOP PIN X VAM TOP PIN, 88.90 mm (3.5 inch) OD, ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), Minimum weight: 15.18 Kg/m (10.2 lbs/ft), Steel Grade: L-80, 6 TPI, Wall Thickness: 7.34 mm (0.289 inch), Length: 609.6 mm (24 inch). Note : End Connection must be VAM TOP PIN, other type of premium thread will not be acceptable.	15 (NO)	195285.33 (INR)	2929279.95 (INR)
	X-OVER, 3.5", VAMTOP BOX X PREMIUM PIN			
30 02308185	CROSSOVER, 88.90 mm (3.5 inch) OD, Steel Grade: L-80, ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), Length: 609.6 mm (24 inch) with following thread connections only. Box End: VAM TOP, BOX; 88.90 mm (3.5 inch) OD, Minimum Weight: 15.18 Kg/m (10.2 lbs/ft), Steel Grade: L-80, 6 TPI, Wall Thickness: 7.34 mm (0.289 inch), ID: 74.22 mm (2.922 inch). Pin End : PREMIUM THREAD, PIN; as per description mentioned in material code 02308181.	15 (NO)	289312.00 (INR)	4339680.00 (INR)
	X-OVER, 3.5", PREMIUM BOX X VAMTOP PIN			
40 02308187	CROSSOVER, 88.90 mm (3.5 inch) OD, Steel Grade: L-80, ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), Length: 609.6 mm (24 inch) with following thread connections only. Box End: PREMIUM THREAD, BOX; as per description mentioned in material code 02308181 Pin End: VAM TOP, PIN ; 88.90 mm (3.5 inch) OD, Weight: 15.18 Kg/m (10.2 lbs/ft), Steel Grade: L-80, 6 TPI, Wall Thickness: 7.34 mm (0.289 inch), ID : 74.22 mm (2.922 inch).	15 (NO)	195285.30 (INR)	2929279.50 (INR)
	PUP-JOINT, 3.5", PREMIUM, 3'			
50 02308189	PUP JOINT with coupling, OD: 88.90 mm (3.5 inch), ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), box up & pin down, premium thread connection as per description in material code 02308181. Length of each joint: 0.91 Mtr. (3 feet).	12 (NO)	127306.66 (INR)	1527679.92 (INR)

PURCHASE ORDER NO : 7400350/IDS
PURCHASE ORDER DATE : 06.07.2024

Item No./ Mat. Code	Material Description	Quantity (UOM)	Unit Rate (Currency)	Total Value (Currency)
	PUP-JOINT, 3.5", PREMIUM, 5'			
60 02308191	PUP JOINT with coupling, OD: 88.90 mm (3.5 inch), ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), box up & pin down, premium thread connection as per description in material code 02308181. Length of each joint: 1.52 Mtr. (5 feet).	12 (NO)	132970.67 (INR)	1595648.04 (INR)
	PUP-JOINT, 3.5", PREMIUM, 10'			
70 02308193	PUP JOINT with coupling, OD: 88.90 mm (3.5 inch), ID (min): 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), box up & pin down, premium thread connection as per description in material code 02308181. Length of each joint: 3.05 Mtr. (10 feet).	8 (NO)	138634.70 (INR)	1109077.60 (INR)
	PUP-JOINT, 3.5", PREMIUM, 20'			
80 02308195	PUP JOINT with coupling, OD: 88.90 mm (3.5 inch), ID: 74.22 mm (2.922 inch), Drift Diameter: 71.04 mm (2.797 inch), box up & pin down, premium thread connection as per description in material code 0230818 1. Length of each joint: 6.1 Mtr. (20 feet).	8 (NO)	149963.66 (INR)	1199709.28 (INR)

Total Value : **35,123,364.29**

Total FOR Despatching Station Value : **35,123,364.29**

Total FOR Destination Value : **35,123,364.29**

F.O.R. DULIAJAN, INCLUDING PACKING/ FORWARDING CHARGES, GST @12% AGAINST ISC, INSURANCE, TRANSPORTATION AND UNLOADING CHARGES

THIS ORDER IS FOR DEVELOPMENT OF NEW SOURCE OF SUPPLY. AFTER SUCCESSFUL EXECUTION OF THE ORDER, IF FELT NECESSARY, OIL MAY PLACE ORDER FOR A LARGER QUANTITY FOR EXTENSIVE TRIAL OF THE PRODUCT.

IN CASE OIL DO NOT PLACE ANY ORDER FOR FURTHER TRIAL AFTER SUCCESSFUL EXECUTION OF THIS ORDER, THE VENDOR SHOULD APPLY AND PURSUE FOR REGISTRATION OF THEIR NAME IN OILS VENDORS LIST.

Order Note(s) : **Standard Notes**

Note description for item no./nos. : 10, 20, 30, 40, 50, 60, 70, 80

NOTE:

1) Tubing & attachments shall be brand new, unused, and of prime quality.

2) Tubing & Couplings shall be manufactured, except threading, at plants having valid API 5CT License. Bidder to confirm the name(s) of the manufacturing plant for tubing & coupling, except threading.

3) Supplier to submit copy of valid API Spec 5CT certificate of manufacturing plant for tubing &

coupling, except threading.

4) Threading of Tubing & Couplings shall be carried out at threading plant having valid license for premium connection.

5) Supplier to submit copy of valid license of the threading plant for Premium connection.

6) Painting/Coating shall be done as per API Spec. 5CT to protect the materials from rusting while in transit/storage. However, durability of the Painting/Coating shall be for minimum one-year period.

7) **MILL INSPECTION/CERTIFICATION:** All Tubing shall be manufactured, tested and certified in accordance with the API Spec. 5CT, latest edition.

8) "PHYSICAL/CHEMICAL TESTS: The following tests shall be carried out on each heat of steel & test results thereof shall be submitted to OIL.

i) Heat Analysis
ii) Product Analysis
iii) Recheck Analysis
iv) Mill-Control Check Analysis
v) Tensile tests
vi) Yield strength tests
vii) Mill control tests
viii) Dimension and weight tests including drift and straightness."

9) While conducting the above tests if any one of them fails, retest of the same shall be carried out as per API Spec. 5CT.

10) Hydrostatic Test : Each joint of tubing & attachment shall be tested hydrostatically to the recommended pressure at the mill in accordance with the relevant API specifications.

11) Threading, gauging and thread inspection shall be done as per API 5B/relevant standard wherever applicable.

12) Non-destructive tests shall be carried out as specified in API Spec 5CT.

13) Supplier should give details of mills inspection and QC methods available. OIL may require such details in case of an order.

14) **IDENTIFICATION MARKING:** Marking is to be done on each item as per API Spec 5CT covering manufacturer's mark/name, API monogram, size, weight, grade, class, manufacturing process, heat treatment, test pressure, length, thread identification etc. Marking should be in metric unit.

15) Additionally, OIL's Purchase Order Number shall be die stamped or stencilled on each item for permanent bearing.

16) The colour coding shall be done as per API Spec. 5CT.

17) **Quality Assurance Plan** shall be developed by vendor, covering field trial testing both and submit to OIL for approval.

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18) **THIRD PARTY INSPECTION (TPI):** Inspection shall be arranged by OIL through its nominated TPI agency to cover the following against all items.

(i) Material Identification.
(ii) Stage inspection at random visit basis during manufacturing.
(iii) Audit and endorsement of all chemical analysis and physical test reports.
(iv) Witness dimensional checks.
(v) Witness mechanical tests.
(vi) Witness NDT.
(vii) Witness hydrostatic tests
(viii) Visual inspection for imperfections.
(ix) Wall thickness measurement.
(x) Grade comparison.
(xi) Longitudinal Defect identification
(xii) Transverse Defect identification
(xiii) End area defect identification.
(xiv) Thread inspection.
(xv) Check and verify length of each joint.
(xvi) Issue of certificate.

19) OIL shall arrange and bear for Third Party Inspection of the materials at Supplier's/Manufacturer's plant as per the broad Scope of Work mentioned herein the tender. Supplier shall extend all necessary facilities to the Third Party Inspection Agency for smooth conduct of the inspection.

20) Proper Tally sheet (in Original) indicating length of each joint of tubing with heat number of the joint should be furnished to OIL. The Tally sheet should be duly signed & stamped by the Manufacturing Mill and will be endorsed (certified) by the third party inspection agency.

21) A soft copy of above tally sheet is to be sent in EXCEL FORMAT along with the despatch document.

Order Notes:

1.0 Goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by you for a period of 12 months from the date of despatch/ shipment against defects arising from faulty materials, workmanship or design. This guarantee shall survive and hold good not-withstanding inspection, payment for and acceptance of the goods.

2.0 **Tax Collected at Source (TCS)** applicable under the Income-Tax Law and charged by you shall also be payable by OIL along with consideration for procurement of goods. If TCS is collected by you, a TCS certificate in prescribed Form shall be issued by you to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act, 1961 will be made to you provided you are claiming it in your invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
b. Total supply of goods to OIL in FY 2024-2025 exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.
The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income Tax Act, 1961.

3.0 Requisite **Indigenous Supplies Certificate (formerly Essentiality Certificate)** shall be applied against this order after receipt of your Invoice/ Proforma Invoice at least one month before the scheduled despatch. Please refer the IGST clause for details. You are requested not to despatch the ordered materials without receiving the digitally signed Essentiality Certificate issued by DGH, failing which liabilities, if any, shall be to your account.

4.0 **Liquidated Damages** are not applicable for development order for delay in delivery. However, OIL reserves the right to cancel the order if delivery is delayed beyond 06 (six) months from the due date of delivery.

5.0 **Payment Term:** 50% payment will be made after receipt of ordered material at user department after satisfactory inspection and balance 50% will be made against the satisfactory performance certificate issued by OIL after field trial testing.

6.0 A development order shall be considered as executed and Head of INDEG shall consider the respective vendor as developed / proven source only after satisfactory inspection and field trial testing and issuance of a certificate.

7.0 Successful development and or supply to OIL thereof does not guarantee the vendor any assured order(s) from OIL.

8.0 GST no. of Oil India Limited, Duliajan: 18AAACO2352C1ZW

Terms :	**F.O.R Duliajan** - Destination basis
Delivery Instruction (Refer Annexure-I) :	To be delivered within **06.01.2025**
Despatch Instruction (Refer Annexure-I) :	**Goods are to be despatched by all road route on "freight paid" basis preferably through:** M/s. Western Carriers, Mobile No.09331836678, Tel No.033-2259-0897, 3250-0287 or Mr. Tapan Mahanto, Tel No.033-2259-5634/5635 or Mr. S. Adhikari/Mr. S. Bhattacharjee, Tel No.033-2485-8519/8520 E-mail : krishna@westcong.com; bpandey@westcong.com; klbaid@westcong.com Website: http://www.western-carriers.com consigned to CGM-Materials (For CGM - INDEG(HoD)), Oil India Limited, Duliajan, Assam, Pin-786602.
No. of Despatches :	Restricted to **Single lot**
TIN No. :	Oil India Limited Duliajan's TIN no. is GST 18620023278
Duties & Taxes (Refer Annexure-I) :	**GST: Applicable @12%.** To avail concessional GST @12%, you need to

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furnish the invoice to OIL before one month of the despatch for obtaining Indigenous Supplies Certificate from DGH.

Bill Submission : **Being statutory requirement, while submitting your bill(s) / invoices against the order please provide the following information to facilitate payment:-**

i) Your Permanent Account Number (PAN) alloted by the Income tax authorities. In the event PAN not yet alloted to you, please enclose copy of application made by you for PAN allotment.

ii) Name and address of your banker indicating your bank Account Number.

iii) Your AGST Registration Number (wherever applicable).

iv) Service tax Registration Number (wherever applicable).

v) PF Code Number (wherever applicable).

vi) VAT Registration Number.

Documentation : It is very important requirment and the same as stipulated in relevant para of Annexure-I must be strictly complied with.

Transit Insurance (Refer Annexure-I) : Transit Insurance will be arranged and paid for by you.

Performance Security (Refer Annexure-I) : Not applicable

Payment Term : As mentioned in note.

Any terms and conditions which have been mentioned by you in the quotation but have not been incorporated in this purchase order will not be applicable. the order,please make sure you register to the vendor portal to utilize the electronic invoicing service.

Update from OIL : In order to have better visibility and tracking of your invoices against the order, please make sure you register to the vendor portal to utilize the electronic invoicing service.

Yours faithfully,
OIL INDIA LIMITED

Binita Deka Borah
CGM - INDEG (HoD)
For Resident Chief Executive

Annexure – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **Experience of TPI Personnel:**

The TPI Agency shall only depute their personnel who have minimum 1 (one) year working experience (or) who have carried out minimum 2 (Two) Inspection jobs of similar items which covers most of the applicable standards and processes to be adopted for similar items as per scope & specification of Purchase order (PO). An undertaking in this regard shall be submitted by the TPI agency while submission of their technical bids. OIL may on its own discretion verify the credentials of TPI personnel during any stage of inspection.

2. Quality of inspection Services:

The TPI agency shall be responsible to ensure complete quality of inspection services to be executed. All services shall be of the respective quality/kinds described in the contract / PO documents and/or in accordance with the instructions of OIL from time to time. If quality of any part of work is proved inferior to the acceptable quality, during execution or after completion of work, it shall be treated as TPI agency's failure in its obligations and accordingly action shall be taken as per termination clause mentioned in Tender. Moreover, all the payments and performance security shall be forfeited and TPI agency shall be barred to participate in any TPI empanelment from OIL's future and/or existing projects.

3. TPI Agency's Personnel:

3.1 TPI Agency shall ensure that it shall deploy adequate number of qualified personnel for providing inspection services as required by OIL for timely performance of services. An organization chart of the TPI Agency's key personnel shall be submitted. No person deployed for OIL's work shall be replaced without written permission of OIL. In case of misbehavior, proven incompetence or gross negligence, OIL shall require the replacement of the personnel deployed for assignment. These personnel shall be replaced with a competent person by the TPI agency immediately after taking approval from OIL. OIL also has the right to ask for replacement of TPI agency's personnel without assigning any reason. Agency shall also arrange and provide their personnel safety equipment's like helmet, goggles, safety dress, safety shoes, etc., at their own cost for protection of their personnel wherever required.

4. **Mobilisation Period**:

4.1 Contractor shall be required to mobilize their personnel for commencement of services at the specified site within a maximum of 7 (seven) days from the date of **first intimation of mobilization** from OIL for inspection after placement of Letter of Award (LOA).

4.2 Subsequently, TPI Agency shall depute its Inspectors at the location specified in notification by OIL within 7 (Seven) days of written intimation.

4.3 The TPI agency should mobilize/demobilize their TPI inspector(s) as per the approved "Work plan".

5. Third Party Inspection Agency's Deliverables:

5.1 **Reports:**

The different categories of reports covering the entire scope of work/ inspection indicating Imperfections, Non-Conformities etc. along with photographs and statistics in both electronic and hard (print) copy to be generated by agency are;

- Material inspection reports and relevant certificates,
- Relevant final certificates,
- Job completion report with all supportive documents.

5.2 **Documentation & Data Management:**

- All reports shall carry a unique identification number and table of contents. To enhance authenticity, all the hard (print) copies shall be duly signed & stamped by the TPI agency Inspector/Nodal Representative. Electronic copies of the reports in editable (native files) formats shall be forwarded to OIL.
- 01 hard (print) copy of report shall be submitted to OIL's supplier for removal of defects/nonconformity before completion and for his record.
- 03 copies of the same report shall be submitted to OIL.
- A Register of visit by TPI agency shall be maintained from time to time, in which date wise visits along with Inspection activities carried out by agency's Inspectors and their remarks if any shall be maintained clearly.

6. **Completion Schedule:**

The completion period of TPI contract shall be within delivery period of respective orders from the date of issue of Letter of Award (LOA). The Contract shall be effective from the date of LOA. The TPI inspection shall be carried out concurrently within the Delivery period specified in the PO.

However, OIL reserve its right for the extension of contract for further period till actual completion of the work on same quoted rate/price and terms and conditions and shall be binding on the TPI agency.

7. **Terms and Mode of Payment:**

7.1 TPI agency shall raise the Invoice of Inspection charges after completion of TPI, giving all the relevant information.

7.2 Payment as per the contract shall be made on receipt of invoice complete in all respects along with submission of TPI documents. The invoices should indicate the GST registration number of Contractor.

7.3 OIL shall verify the invoice and make the payment as per terms and conditions agreed in Contract.

7.4 Payment shall be made only for the actual Inspection services/work carried out, duly certified by OIL. The decision of" OIL" regarding this shall be final and binding to the TPI agency.

7.5 The following documents which TPI agency need to furnish additionally wherever applicable while claiming the payments are:

I. Job completion reports.

II. List of items inspected.

III. Any other document required but not specified but required.

7.6 Final bill along with 'No Claim certificate' shall be submitted within 30 days of completion of contract period.

7.7 In case of dispute concerning the invoice(s), OIL shall return said invoice(S) to the TPI agency within 14 days from its/their receipt specifying in writing the reasons for rejection.

7.8 The agency shall send its claim for payment in writing as per "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed & stamped with date, while claiming payment, the agency is also to certify in the bill that the payment being claimed is strictly in terms of the contract awarded.

7.9 All Bills along with relevant supporting documents shall be submitted in triplicate addressed to GM-INDEG, INDEG Department, Oil India Limited, Duliajan, Assam - 786602. The TPI agency should submit the invoice in sealed envelopes superscripting the following:

a. LOA/Contract No.:
b. Vendor Name & No.:
c. Invoice No. & Date:
d. Reference contract no. (as mentioned in Annexure-II):
e. Email Id of the vendor /Supplier:

7.10 The invoices should contain the following particulars as per Rule 4A of GST Rules:

a. The Name, address & registration number of service provider (Contractor)
b. The Name and address of the service receiver (OIL, Duliajan)
c. Description, classification, and value of taxable service and
d. GST amount (GST and applicable cess, etc., separately)

Payment shall be made within 30 (thirty) calendar days from the date of receipt of invoice complete in all aspects at the above office.

The original invoice should also accompany the following documents/details:

(I) <u>ALONG WITH INVOICE:</u>

Following documents /details should be invariably furnished along invoice:

a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).
b) Details of statutory payments like EPF and ESI / medical and workmen compensation insurance of previous month. (For applicability of EPF & ESI please refer clause below)
c) Undertaking by the Contractor regarding compliance of all statutes.
d) Certificate by the Contractor starting that Inspectors have been paid not less than Minimum Wage as per contract conditions, (As applicable)
e) Any other document specifically mentioned in the Contract or supporting documents in respect of other claims (if any), permissible under the Contract.
f) Copy of valid registration certificate under the GST Rules/Act.
g) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in contract.

h) Copy of EPF Registration & ESI Registration/ medical and workmen compensation Insurance.

i) Mobile No. (Optional) & E-mail ID.

8. **EPF:**

a. Contractor falling under the purview of EPF Act/Rules at the time submission of Bid:

(Please refer GENERAL CONDITIONS OF CONTRACT (GCC) Contractor should either submit valid EPF Code no. (along with supporting documentary evidence thereof attested by notary public) or submit an undertaking to produce the same subsequent to award of contract within 30 days of issue of LOA and before the signing of the contract , failing which his EMD/ SD shall stand forfeited and contract be cancelled.

b. Contractor not falling under the purview of EPF Act/ Rules at the time of submission of Bid:

I. Contractor should submit an undertaking that at present they are not covered under the EPF Act/Rules, supported by a certificate from a Chartered Accountant towards this effect and should submit the same along with the techno commercial offer, failing which his offer will be rejected.

ii. The Contractor further has to give an undertaking that they shall obtain and produce the EPF code No. within 30 days from the date on which they fall under the provision of EPF Act/ Rules, during the currency of the contract period, failing which his EMD/SD shall stand forfeited and contract be cancelled.

9**. Delay in the TPI Agency's Performance:**

9.1 The time and the date specified in the contract shall be deemed to be the essence of the contract and the agency shall perform the Inspection services under the contract within the time schedule specified by OIL.

9.2 Any delay attributable to the agency in maintaining its contractual obligations towards inspection and performance of services shall render the agency liable to any or all of the following sanctions besides any administrative action:

a) Imposition of liquidated damages.

b) Forfeiture of its performance security and

c) Termination of the contract for default.

10. Delay in Mobilization and Liquidated Damages:

If the TPI agency fails to commence any or all of the inspection services within the time frames(s) incorporated in the contract, OIL shall, without prejudice to other rights and remedies available to OIL under the contract, impose the following penalties.

a. TPI agency shall mobilize and deploy the required resources like provisions, personnel, equipment's, etc., so as to commence the services at Vendor's works or the location on specified date mentioned in inspection call letters.

b. If the TPI agency fails to mobilize and deploy the required resources and /or fails to commence the services within the period specified in sub clause (a) above, OIL shall

have, without prejudice to any other right or remedy in law or contract including sub clause(c) below, the right to terminate the contract.

c. If the TPI agency is unable to mobilize/deploy the required resources and commence the services 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 the respective work over value, for each week of delay or part thereof, subject to a minimum of 7.5 % of the contract value.

d. LD will be calculated on the basis of contract value excluding duties and taxes, where such duties/taxes have been shown separately in the contract.
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 sad amount will be payable without proof of actual loss of damage caused by such delay.

11. **Termination for Default:**

11.1 OIL, without prejudice to any other contractual rights and remedies available to it (OIL), may be written notice of default sent to the agency, terminate the contract in whole or in part, if the agency fails to deliver any contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by OIL in following circumstances.

a. Failure to undertake services / work as per scope.

b. Lapses in providing the services in accordance with contract or failure to provide services to the satisfaction of the OIL.

c. Delay in providing services for reasons solely attributable to the TPI agency.

d. Failure to provide agreed personnel for the assignment.

e. Unapproved substitution of any personnel on the assignment.

f. Failure to meet standards and to follow Good Industry Practices.

g. Non-observation of safety rules/statutory requirements, misbehavior/ misconduct by TPI agency or Sub-contractors.

h. Service breach of any obligations under contract by TPI agency or Sub-contractors.

11.2 In the events of OIL terminates the contract in whole or in part, OIL shall pay to TPI agency only such portion of services which have been satisfactorily completed by the agency and approved by OIL prior to the termination subject to the right of OIL to deduct any amount due/recoverable from the agency under provision of the contract.

All jobs/services whether finished or in progress at the time of termination shall be property of the OIL and all documents of whatsoever nature in relation to the work shall be handed over to OIL. After termination of the contract TPI agency shall forthwith vacate the OIL premises without causing any damages to their facilities.

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Appendix-I

Acceptance of Scope of Work

We, M/s hereby certify that we accept the Scope of Work for Third party inspection as given at Annexure-I of the tender as well as the terms and condition of the tender unconditionally.

Authorized Signatory of

The bidder

Place

Date

****

Check Point Threat Extraction secured this document Get Original

Annexure VI
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 <u>CONTRACT DOCUMENT</u>:

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 <u>CUSTOMS DUTY, IF APPLICABLE</u>:

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 <u>INSURANCE:</u>

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 <u>LIMITATION OF LIABILITY</u>:

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 <u>REMUNERATION AND TERMS OF PAYMENT</u>:

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 <u>APPLICABLE LAWS</u>:

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 <u>LABOUR LAWS</u>:

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 <u>POLLUTION AND CONTAMINATION</u>:

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 <u>STATUTORY VARIATION/ NEWLY ENACTED LAW:</u>

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, 2017 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 <u>COMPLETION OF CONTRACT</u>:

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 dated 6th January, 2017 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.

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